

RESOLUTION OF THE  
NAABIK'ÍYÁTI' COMMITTEE OF THE  
NAVAJO NATION COUNCIL

23rd NAVAJO NATION COUNCIL - First Year, 2015

AN ACTION

RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES; AUTHORIZING A FIVE PERCENT (5%) INDIRECT COST RATE AND AUTHORIZING AND ACCEPTING A NEW MEXICO PUBLIC EDUCATION DEPARTMENT - INDIAN EDUCATION DIVISION STRENGTHENING TRIBAL LANGUAGES GRANT TO THE NAVAJO NATION DEPARTMENT OF DINÉ EDUCATION (BUSINESS UNIT NUMBER NEW) IN THE AMOUNT OF THIRTY THOUSAND DOLLARS (\$30,000) TO PROMOTE DINÉ LANGUAGE MAINTENANCE AND REVITALIZATION

BE IT ENACTED:

Section One. Findings

- A. The Navajo Nation Council established the Health, Education and Human Services Committee (HEHSC) as a Navajo Nation standing committee and as such gave the HEHSC oversight over the Department of Diné Education. 2 N.N.C. §§ 164 (A)(9), 400 (A), 401 (C)(1) (2012); see also CJA-03-13.
- B. The Navajo Nation Council established the Budget and Finance Committee (B&F) as a Navajo Nation standing committee and as such gave B&F power to "authorize, review, approve and accept agreements including contracts and grants, between the Navajo Nation and any federal, state or regional authority upon the recommendation of [HEHSC]." 2 N.N.C. §§ 164 (A)(9), 300 (A), 301 (B)(15) (2012) see also CJA-03-13.
- C. The Navajo Nation Council established the Naabik'íyáti' Committee as a Navajo Nation standing committee and as such gave Naabik'íyáti' power "to review and approve the negotiation and setting of the Navajo Nation's indirect cost or administrative cost rate agreements with the cognizant federal agent. When in the best interest of the Nation, the committee may waive the indirect cost or administrative cost rate when...[t]he division, department or program requesting the waiver demonstrates a

statutory and/or regulatory requirement that limits the indirect cost or administrative cost rate available for a particular grant or contract." 2 N.N.C. §§ 700 (A) and 701 (A) (10) (a) (2012); see also CJA-03-13.

- D. The Navajo Nation Department of Diné Education applied for a State of New Mexico Public Education Department FY16 Strengthening Tribal Language Programs grant (Indian Education Division) in the amount of thirty thousand dollars (\$30,000). See Application attached as EXHIBIT A.
- E. The Indian Education Division awarded the grant on June 25, 2015. EXHIBIT B.
- F. The grant award budget allocated up to five percent (5%) to indirect cost. See EXHIBIT A at page 9.
- G. In order to waive the indirect or administrative cost rate, the Navajo Nation Department of Diné Education must demonstrate a statutory and/or regulatory requirement that limits the indirect or administrative cost rate available for the New Mexico Public Education Department FY16 Strengthening Tribal Language Programs (Indian Education Division) Grant. See Letter from Indian Education Division attached as EXHIBIT C.
- H. The purpose of the New Mexico Indian Education Strengthening Tribal Languages grant is to ensure the continued implementation of programs that ensure the maintenance, revitalization and sustainability of native languages. See EXHIBIT D.
- I. The Navajo Nation finds accepting the New Mexico Public Education Department FY16 Strengthening Tribal Language Programs (Indian Education Division) grant is in the Navajo Nation's best interest.

**Section Two. Five Percent (5%) Indirect Cost Rate Authorization**

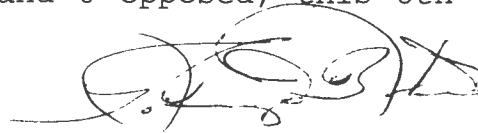
The Navajo Nation authorizes a five percent (5%) indirect cost rate for the New Mexico Public Education Department FY16 Strengthening Tribal Language Programs (Indian Education Division) grant awarded to the Navajo Nation.

**Section Three. Authorizing and Accepting the New Mexico Public Education Department FY16 Strengthening Tribal Language Programs (Indian Education Division) Grant**

- A. The Navajo Nation authorizes and accepts the New Mexico Public Education Department FY16 Strengthening Tribal Language Programs (Indian Education Division) grant in the amount of thirty thousand dollars (\$30,000) to promote Diné language maintenance and revitalization consistent with the terms of the Intergovernmental Agreement attached hereto and incorporated herein as EXHIBIT E.
- B. The Navajo Nation authorizes the President of the Navajo Nation to execute any and all documents necessary to effectuate the intent of this resolution, including but not limited to the Intergovernmental Agreement.

**CERTIFICATION**

I hereby certify that the foregoing resolution was duly considered by the Naabik'íyáti' Committee of the Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona) at which a quorum was present and that the same was passed by a vote of 14 in favor and 0 opposed, this 8th day of October 2015.



LoRenzo Bates, Chairperson  
Naabik'íyáti' Committee

Motion: Honorable Nelson S. BeGaye  
Second: Honorable Davis Filfred



COVER APPLICATION FORM FISCAL YEAR 2016  
Strengthening Tribal Language Programs

A. Tribal, Nation or Pueblo: Navajo Nation

B. Mailing and Rural Address:  
Office of Standards Curriculum & Assessments Development  
Navajo Nation-Department of Diné Education  
P.O. Box 670  
Window Rock, Arizona 86515

C. Telephone number: (928) 871-7660 Fax number(928) 871-7659

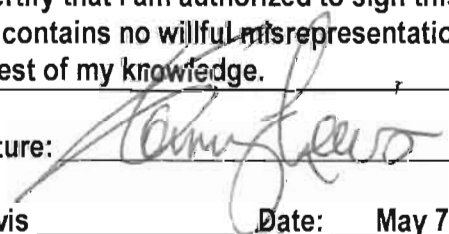
D. List Name(s) and Locations of Tribal Language Programs:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Contact Person Regarding Application (this person should be the assigned personnel of the grant and program):

Name: Dr. AnCita Benally Title: Education Program Manager  
Telephone: (928) 871-7660 Email Address: AncitaBenally@nndode.org

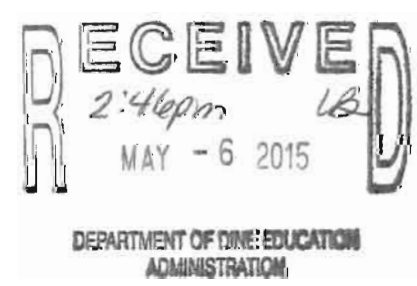
Tribal Authorization

SIGNATURE OF APPLICANT: I hereby certify that I am authorized to sign this application, that all information contained in this application contains no willful misrepresentation and that the information is true and complete to the best of my knowledge.

Authorized Tribal Leader's Official Signature: 

Printed Name (Legible) : Dr. Tommy Lewis Date: May 7, 2015

The information on this form must be completely filled out including signature and date.



**APPLICANT INFORMATION:**NEW: XX CONTINUING       **PROGRAM ACTIVITIES:**

<input type="checkbox"/> LANGUAGE NEST	<input checked="" type="checkbox"/> AFTER SCHOOL	<input type="checkbox"/> SUMMER PROGRAM
<input type="checkbox"/> ADULT/EMPLOYEE	<input checked="" type="checkbox"/> CURRICULUM	<input type="checkbox"/> ELDERS COUNCIL
<input type="checkbox"/> MEDIA/PRODUCTION	<input type="checkbox"/> TRIBAL LIBRARY	<input type="checkbox"/> SCHOOL PARTNERSHIP
<input type="checkbox"/> CERTIFICATION & RECRUITMENT	<input type="checkbox"/> POLICY DEVELOPMENT	(NATIVE LANGUAGE IN SCHOOLS)
<input checked="" type="checkbox"/> PROFESSIONAL DEVELOPMENT		
<input type="checkbox"/> OTHER: (PLEASE SPECIFY)		

List programs to receive grant monies below with contact information as applicable:

Manager:	Dr. AnCita Benally	Email:	ancitabenally@nndode.org
Address:	P. O. Box 670, WR, AZ	Phone:	(928) 871-7660 / 6728
School Name:		Principal:	
Address:		Email:	
		Phone:	
Language Nest Name:		Coordinator:	
Address:		Email:	
		Phone:	
Tribal Library/ Media Name:		Librarian/ IT Media::	
Address:		Email:	
		Phone:	
Summer Program Name:		Coordinator::	
Address:		Email:	
		Phone:	

Use the **S.M.A.R.T.** method of writing your goals/objectives in supporting the program.  
**Specific, Measurable, Attainable, Realistic, and Time-bound.**

Keep the following in mind when preparing your objectives:

- State your objectives in quantifiable terms.
- State your objectives in terms of outcomes, not process.
- Objectives should specify the result of an activity.
- Objectives should identify the target audience or community being served.
- Objectives need to be realistic and capable of being accomplished within the grant period.

The New Mexico Indian Education Division will work with the pueblos and tribes to develop a Scope of Work and Budget to be included into an Inter-Government Agreement (IGA) as the instrument to award the Strengthening Tribal Languages grant. Grantees should include relevant information for their language program, but not limited to the following:

Program Support	Please provide detailed information	Estimated Budget
<b>Goals and Outcomes</b> <ul style="list-style-type: none"> <li>What are your Tribal priorities on Tribal language?</li> </ul>	The Navajo Nation targets language maintenance & revival as its goal in preserving their language and culture. Through its legislation, Title 10, Sovereignty in Diné Education, the Nation mandates language and culture education in all schools on its Reservation.	-0-
<ul style="list-style-type: none"> <li>Are these goals aligned to prior year initiatives?</li> </ul>	Yes; the prior projects focused on Navajo language development with consideration of Title 10.	-0-
<ul style="list-style-type: none"> <li>How do these deliverables align with past initiatives?</li> </ul>	Teachers and students will acquire language skills as well as content information about the subjects they are studying. The project will also provide a setting in which participants can implement their learning into hands-on projects and thereby reinforcing language learning.	-0-
<ul style="list-style-type: none"> <li>With this grant, what will be the goal(s) of the language program?</li> </ul>	Participants will learn language through a hands-on experience and through language immersion methods. They will learn the language of weaving preparations and actual weaving as well as through activities relating to planting and food preparation. Language immersion will be employed for participants to learn Navajo.	-0-
<ul style="list-style-type: none"> <li>What are the deliverables to the goal and outcomes?</li> </ul>	Deliverables will include: <ol style="list-style-type: none"> <li>Participants will develop oral language skills as well as comprehension skills as they work with wool, weave, and work with plants and food preparation.</li> <li>Participants will complete a small rug over the course of the project.</li> <li>Participants will develop social skills by working with their families and with each other. They will learn and practice appropriate Navajo social skills in speaking and interacting with each other.</li> <li>Participants will be able to present their projects and report on their experience in Navajo at the end of the project year.</li> </ol>	-0-
<ul style="list-style-type: none"> <li>What foundations do the goals and outcomes</li> </ul>	In learning the language in an immersion setting with hands-on learning, students will become	

<b>Program Support</b>	<b>Please provide detailed information</b>	<b>Estimated Budget</b>
provide for future Tribal language endeavors?	accustomed to listening and deciphering spoken language. The project will concentrate on language learning in a natural setting, i.e., learning the language of wool preparation as they are carding, spinning and dyeing wool to weave with. Families who participate will see how natural and easy it is to teach/learn language in a family setting. The Navajo Nation can replicate this model in other communities.	-0-
<ul style="list-style-type: none"> <li>How will the Tribe build sustainability with this grant?</li> </ul>	Once successfully completed, the model can be introduced in other communities to encourage families to use Navajo language as a part of normal family activities. Those who participated in this year's project can expand their language learning to other family activities.	-0-
<b>Participant and Location Information</b> <ul style="list-style-type: none"> <li>Who is being served? (schools, teachers, students, committee members, etc.)</li> </ul>	Families, students, parents, teachers and other community members will benefit from this project. The emphasis will be on speakers of Navajo language being the role models and teaching the non speakers the language. The project will also emphasize social skills along with academic skills that can be used in other school activities.	-0-
<ul style="list-style-type: none"> <li>What is the anticipated number of the targeted population?</li> </ul>	50-100 people will be part of the overall project; five locations with 15-20 participants at each site will participate.	-0-
<b>Program Work Plan</b> <ul style="list-style-type: none"> <li>What will be your program activity?</li> </ul>	<ol style="list-style-type: none"> <li>One (1) OSCAD staff will be assigned to each site. This person will monitor the progress of the participants in acquiring language as well as skills in the task at hand.</li> <li>OSCAD staff will develop a curriculum for this project. It will include language to be learned, the activity to be done and skills to be learned.</li> <li>The curriculum developed and resource materials used will be printed and distributed to the participants as well as to schools and communities. An electronic copy will be posted on the DODE website so it can be available to interested parties.</li> <li>Participants will work as a family on the projects, i.e. building a loom, weaving tools, preparing food, gathering of plants for food, or for dyes or to make weaving tools, etc.</li> <li>At the same time participants will be learning language, using it to communicate and to express their thoughts. By using it in their</li> </ol>	<ol style="list-style-type: none"> <li>1,621.00</li> <li>7,500.00</li> <li>8,650.43</li> </ol>

Program Support	Please provide detailed information	Estimated Budget
	<p>activities the language will be relevant to their own activities.</p> <p>6. Language learning techniques will be evaluated as to their effectiveness. This will be continuous. OSCAD staff will take care to make the language and the activities relevant, contemporary and meaningful.</p> <p>7. Learning language naturally will be employed to show parents/grandparents how they can pass on language to their children/grandchildren.</p>	
<ul style="list-style-type: none"> <li>Is your program community -based or school-based?</li> </ul>	OSCAD will attempt to involve parents, grandparents and other community members as well as known experts with knowledge of the proposed activities.	-0-
<ul style="list-style-type: none"> <li>Will the tribe hire/consult program services? (Manager, teachers, elders, etc.)</li> </ul>	Weaving consultants will be utilized as well as individuals with expertise in wool preparation for weaving, food preparation, gathering of wild plants for weaving purposes, and for food. In addition, individuals with expertise in content knowledge will be consulted and included in the activities as they are appropriate. They will likely include consultants who are elders or who have expertise in weaving, planting or food preparation.	10,800.00
<ul style="list-style-type: none"> <li>How will the activity be conducted?</li> </ul>	OSCAD will visit each site on a monthly basis (or more if needed) to present a language lessons as well as information on the activity being done. Participants will be encouraged to meet at least bi-monthly or even weekly in order to make the language learning continuous and frequent.	-0-
<ul style="list-style-type: none"> <li>When is it going to be done? How often?</li> </ul>	The project will begin when all paperwork (IGA, NN approvals, etc.) have been completed. Typically that will be in January 2016. The project will be completed by June 30, 2016.	-0-
<ul style="list-style-type: none"> <li>How is the program aligned to tribal standards, if applicable?</li> </ul>	The language and culture learning will follow the Dine Content Standards, the guidelines developed by the Navajo Nation Department of Dine Education.	-0-
<ul style="list-style-type: none"> <li>Will there be development and teaching strategies that include use of media and technology? (If so, please explain.)</li> </ul>	In developing language learning lesson plans and those focused on plants and food preparation, there will be activities that will involve computers.	-0-



<b>Program Support</b>	<b>Please provide detailed information</b>	<b>Estimated Budget</b>
<ul style="list-style-type: none"> <li>Provide viable native languages with evidence of program plans that aim to maintain, revitalize, and sustain Tribal language.</li> </ul>	By involving families or children and adult caregivers the program will provide opportunities to learn language as naturally as possible. The project will also give parents/caregivers a model to follow. It will teach them that they can be teachers of language, that language is not hard to learn or to teach when there is a purpose and goal to the learning.	-0-
<ul style="list-style-type: none"> <li>Does the program appear to be effective in the teaching and learning of the Tribal language?</li> </ul>	By employing hands-on activities and using language for a purpose it will make language learning effective, natural, easy and relevant.	-0-
<b>Partnerships</b> <ul style="list-style-type: none"> <li>Is there evidence of consultation and collaboration with parents, community, and/or schools?</li> </ul>	The project is designed to collaborate and coordinate with parents, teachers, community, students and schools. When possible the project will coordinate with the parent Indian Education committee of other parent organizations. This project is to enhance language learning in the schools as well as in the home and in the community.	-0-
<ul style="list-style-type: none"> <li>Will there be evidence of activities that engage parents, students, community members, elders, and tribal leaders in the development of curricula materials, culturally relevant activities and teaching strategies?</li> </ul>	The individuals and groups mentioned will definitely be a part of the language learning project. In order for the project to be successful it must involve parents, students, elders and community members. Curriculum developed will focus on the needs and interests of the participants and the rate of learning. It will focus on relevancy and appropriateness. At each session attended by OSCAD staff a lesson plan will be provided and followed. Parents, grandparents, teachers and students will be given a lesson plan to refer to as they practice Navajo language at home.	-0-
<ul style="list-style-type: none"> <li>Will there be a Native language teacher program to include certification and recruitment process, if applicable?</li> </ul>	The emphasis is on family language learning. As a by-product of the project teachers who do participate will be given certificates of completion and which they can use to recertify their NALCC.	-0-
<b>Program Management</b> <ul style="list-style-type: none"> <li>Who are the responsible parties to implement the program?</li> </ul>	OSCAD staff including, Education Program Manager, Administrative Assistant and four Senior Education Specialists.	-0-

<b>Program Support</b>	<b>Please provide detailed information</b>	<b>Estimated Budget</b>
<ul style="list-style-type: none"> <li>Is there capacity to complete the work?</li> </ul>	Yes. All of the OSCAD staff has worked with the schools or communities targeted. They already have a working relationship with the schools as well.	-0-
<ul style="list-style-type: none"> <li>Who will be the fiscal agent within the Tribe?</li> </ul>	Yes, Ruth Benally, Senior Accountant for the Office of the Controller.	-0-
<ul style="list-style-type: none"> <li>Are there sufficient resources available to ensure success of the program?</li> </ul>	Yes. The Navajo Nation has a financial system as well as an accountability system in place that will ensure that the funds are spent appropriately	1,428.57
<b>Outcome and evaluation.</b> <ul style="list-style-type: none"> <li>Will the tribe be able to assess and evaluate the language program?</li> </ul>	The Office of Curriculum, Standards and Assessments Development will evaluate the program on a monthly basis. A quarterly report is required by the Navajo Nation and updates of this project will be contained in the reports.	-0-
<ul style="list-style-type: none"> <li>Will the tribe be able to report outcomes on a year to year basis to show progress of this grant?</li> </ul>	Yes. Such reports can be provided.	-0-
<ul style="list-style-type: none"> <li>Is the Tribal language program able to demonstrate the level of proficiency and fluency of Tribal language speakers and non-speakers?</li> </ul>	The OSCAD provides language proficiency instruments for students as well as teachers that can test the level of proficiency and competency as well as the progress of participants.	-0-
<ul style="list-style-type: none"> <li>Will the tribe be able to showcase the plus/deltas of this initiative?</li> </ul>	Yes. Outcomes can be presented to the Navajo Nation Board of Education as well as to the Health, Education and Human Services Committee of the Navajo Nation Council.	-0-

Budget and Justification Line Items for <u>Direct Service Funds</u>	Amount
<p>G. <b>CONTRACTUAL:</b> Costs of all contracts for services. Specify general categories for professional development, consultants, and trainers.</p> <p>Trainers/Experts:  Weaving: 5 schools x 6 experts x \$180.00 = \$5,400.00  Nanase': 5 schools x 6 experts x \$180.00 = \$5,400.00</p>	10,800.00
<p>H. <b>OTHER PURCHASE SERVICES:</b> Specify general categories of space and equipment rentals; printing and publication; computer use; stipends; and student travel.</p> <p>Printing Publication: \$10.00/publication x 750 books = \$7,500.00</p>	7,500.00
<p>I. <b>INDIRECT CHARGES:</b> This category should be used only when the applicant currently has an indirect cost rate approved by the Tribe.  <b>Indirect Cost ____% [Up to 5%]</b></p> <p>\$30,000.00 / 1.05% = \$1,428.57</p>	1,428.57
<b>TOTAL PROJECT COST</b>	<b>\$30,000.00</b>

## TRIBAL ASSURANCES

The information will not be considered without all required signatures.

We, the undersigned, assure that the information included in the enclosed is true and accurate.

Tribe, Nation or Pueblo: NAVAJO NATION

\_\_\_\_\_  
Tribal Leader Signature

\_\_\_\_\_  
Date

If tribe, nation or pueblo is collaborating with a public school district, complete the section below.

School District: Gallup McKinley County School District

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
Date

If tribe, nation or pueblo is collaborating with a public school district, complete the section below.

School District: Central Consolidated School District

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
Date

If tribe, nation or pueblo is collaborating with a Bureau of Indian Education school, complete the section below.

School: Eva Stokely

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

If tribe, nation or pueblo is collaborating with a Bureau of Indian Education school, complete the section below.

School: Alamo Community School

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

If tribe, nation or pueblo is collaborating with a Bureau of Indian Education school, complete the section below.

School: Navajo Preparatory School

Principal Signature

Date

If tribe, nation or pueblo is collaborating with a Bureau of Indian Education school, complete the section below.

School: Dibe' Yazhi Habitin Community School

Principal Signature

Date

The tribal financial authorized personnel is consulted and agreed to herein submitted budget for this application, complete the section below.

Tribe, Nation or Pueblo: Office of the Controller - Controller

Authorized Financial Signature

Date



STATE OF NEW MEXICO  
PUBLIC EDUCATION DEPARTMENT  
300 DON GASPAR  
SANTA FE, NEW MEXICO 87501-2786  
Telephone (505) 827-5800  
[www.ped.state.nm.us](http://www.ped.state.nm.us)

Received

JUN 24 2015

Office of the President & Vice President

HANNA SKANDERA  
SECRETARY OF EDUCATION

SUSANA MARTINEZ  
Governor

June 25, 2015

President Russell Begaye  
NAVAJO NATION  
P.O. Box 9000  
Window Rock, AZ 86515



DEPARTMENT OF DINE EDUCATION  
ADMINISTRATION

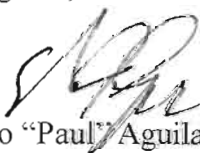
Dear President Begaye:

Navajo Nation has been awarded the Indian Education Strengthening Tribal Languages grant serving American Indian students for fiscal year 2016 in the amount of \$30,000.00.

Please sign and return the attached "Intergovernmental Agreement, Statement of Work, and Budget" to De Alva Calabaza, Indian Education Division, 300 Don Gaspar Ave, Santa Fe, NM 87501. Upon acceptance, Indian Education Division will fully execute the Intergovernmental Agreement with Navajo Nation.

Should you have any questions, you may contact the Indian Education Division at (505) 476-0545.

Best regards,

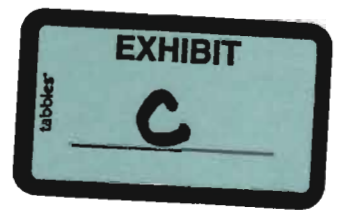
  
Hipolito "Paul" Aguilar  
Deputy Secretary, Finance and Operations

HA/DC/lc  
Attachment

Cc: De Alva Calabaza, Indian Education Division  
NM Indian Education Advisory Council  
File



STATE OF NEW MEXICO  
PUBLIC EDUCATION DEPARTMENT  
300 DON GASPAR  
SANTA FE, NEW MEXICO 87501-2786  
Telephone (505) 827-5800  
[www.ped.state.nm.us](http://www.ped.state.nm.us)



HANNA SKANDERA  
SECRETARY OF EDUCATION

SUSANA MARTINEZ  
Governor

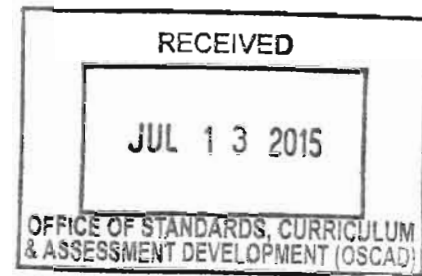
July 13, 2015

*Via email*

**To:** Dr. Tommy Lewis, Superintendent  
Navajo Nation – Department of Diné Education

**From:** De Alva Calabaza, Interim Assistant Secretary  
Indian Education Division

**Subject:** In-direct Cost



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The NM Public Education Department – Indian Education Division (IED) has set the indirect cost rate at no more than 5% for grant funds allocated through the Indian Education Division.

The grant funds allocated are directed for support services to Tribes to address the scopes of work for tribal language programs. Grant funds are supplemental funds and should not be viewed as operating funds.

Should you have any questions, you may contact me at (505) 827-6679 or email at [dealva.calabaza@state.nm.us](mailto:dealva.calabaza@state.nm.us).

cc: AnCita Benally, NNDODE Office of Standards, Curriculum & Assessments Development  
Indian Education Office - Gallup



**STATE OF NEW MEXICO  
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300 DON GASPAR  
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HANNA SKANDERA  
SECRETARY OF EDUCATION

SUSANA MARTINEZ  
Governor

April 21, 2015

**To:** Honorable Tribal Governors and Respective Tribal Language Programs

**From:** De Alva Calabaza (Signature on file)  
Interim Assistant Secretary for Indian Education

**Subject:** NEW MEXICO INDIAN EDUCATION STRENGTHENING TRIBAL  
LANGUAGES

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The PED-Indian Education Division is issuing a Request for Information (RFI) from the New Mexico pueblo and tribal governments to continue the implementation of programs that ensure the maintenance, revitalization, and sustainability of native languages. The appropriation for fiscal year 2016 is \$30,000 to each of the 22 Tribes, Pueblos, and Nations.

In an effort to maximize the use of tribal language grant funds, including consideration for equal and equitable distribution of grant amounts, the Indian Education Division continues its strengthening Tribal language program initiative considering the following:

- To support current grant recipients with continued funding based on program effectiveness and measured outcomes in addressing language revitalization and maintenance.
- To support programs that are demonstrating progress and effectiveness in meeting the proposed scope of work, including the effective use of fiscal resources towards the revitalization, maintenance, and sustainability of native language(s).
- To challenge tribal and pueblo departments of education to match resources to develop, implement, monitor, evaluate, and strengthen capacity as a shared-effort in the revitalization, maintenance, and sustainability of native language(s).
- To define culturally-relevant strategies, methodologies, and evaluation methods that demonstrates increased language proficiency of native language(s).



# **PED - Indian Education Division**

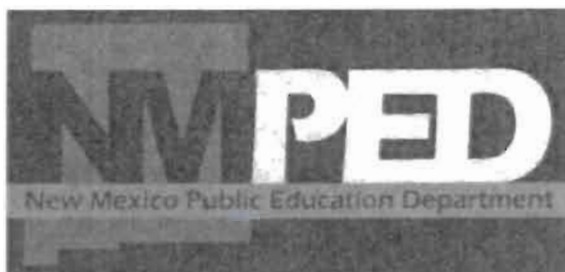
## **Performances Indicators for**

### **Tribal Grantees -Strengthening Tribal Language Programs**

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The Strengthening Tribal Language Grantees will:

1. **Program Sustainability-** Implement tribal language programs that build capacity for revitalizing, strengthening, and/or sustaining tribal languages.
2. Provide evidence of tribal language maintenance and revitalization outcomes.
3. **Data Collection/Dissemination-** Develop learning outcomes that can be measured and reported quantitatively and qualitatively.
4. **Strengthening Policy-** Provide process for certifying tribal language instructors for school instruction and/or for community instruction.
5. **Tribal Management-** Provide demonstrated commitment of tribal leadership for tribal language sustainability, including providing resolutions detailing the policies of language maintenance, as well as identifying tribal matching funds.
6. **Strengthening Partnerships-** Attend PED Indian Education Division sponsored workshops, including Government to Government meetings, dialogue sessions, trainings or technical assistance opportunities.



## REQUEST FOR INFORMATION (RFI)

### STRENGTHENING TRIBAL LANGUAGE PROGRAMS For New Mexico Tribes, Pueblos and Nation - Governments only

First Date to Submit RFI: April 21, 2015

Last Date to Submit RFI: May 13, 2015

This is a Request for Information (RFI) and does not constitute an award. If this RFI results in an award, then the Tribal Governors, and/or Tribal Presidents will be notified by an official award letter.

Upon issuance of an award letter signed by Hanna Skandera, Secretary of Education, the Tribe, Pueblo, and/or Nation will officially enter into an Intergovernmental Agreement with NMPED – Indian Education Division.

#### Information Checklist

Please take the time to complete the checklist below to ensure that all required information and actions have been completed before submission of the completed RFI Application to De Alva Calabaza, Indian Education Division, New Mexico Public Education Department at [dealva.calabaza@state.nm.us](mailto:dealva.calabaza@state.nm.us).

Submission of FY 16 RFI Application for Strengthening Tribal Language Program Initiative as follows:

- \_\_\_\_\_ Cover page and attachments (see below)
- \_\_\_\_\_ Electronic submission Strengthening Tribal Language Program information page to [dealva.calabaza@state.nm.us](mailto:dealva.calabaza@state.nm.us) no later than **May 13, 2015**.
- \_\_\_\_\_ Tribal Assurances page signed and **original hard copy mailed** to De Alva Calabaza, 300 Don Gaspar Avenue, Santa Fe, NM 87501 to be received no later than 4:00 pm, **May 13, 2015**.

## **BACKGROUND INFORMATION**

The Indian Education Act was passed and signed into law in 2003 amended 2007 to implement the following purposes:

- A. Ensure equitable and culturally relevant learning environments, educational opportunities and culturally relevant instructional materials for American Indian students enrolled in public schools.
- B. Ensure maintenance of native languages.
- C. Provide for the study, development and implementation of educational systems that positively affect the educational success of American Indian students.
- D. Ensure that the department of education partners with tribes to increase tribal involvement and control over schools and the education of students located in tribal communities.
- E. Encourage cooperation among the educational leadership of Arizona, Utah, New Mexico and the Navajo Nation to address the unique issues of educating students in Navajo communities that arise due to the location of the Navajo Nation in those states.
- F. Provide the means for a formal government-to-government relationship between the state and New Mexico tribes and the development of relationships with the education division of the bureau of Indian affairs and other entities that serve American Indian students.
- G. Provide the means for a relationship between the state and urban American Indian community members to participate in initiatives and educational decisions related to American Indian students residing in urban areas.
- H. Ensure that parents; tribal departments of education; community-based organizations; the department of education; universities; and tribal, state and local policymakers work together to find ways to improve educational opportunities for American Indian students.
- I. Ensure that tribes are notified of all curricula development for their approval and support.
- J. Encourage an agreement regarding the alignment of the Bureau of Indian Affairs and state assessment programs so that comparable information is provided to parents and tribes.
- K. Encourage and foster parental involvement in the education of Indian students.

## **PURPOSE OF REQUEST FOR INFORMATION**

The New Mexico Public Education Department Indian Education Division is requesting information from the New Mexico pueblo and tribal governments to continue the support of revitalization, maintenance and sustainability of native languages. The appropriation for fiscal year 2016 is \$30,000 to each of the 22 Tribes, Pueblos, and Nations.

The New Mexico Indian Education Act, NMSA 1978 Section 22-23A-1 through 22-23A-8, in the effort to ensure maintenance of native languages, requires coordination with tribal and pueblo leaders, elders, parents, and students. Public Law 101-477 enacted as Title I, Native American Languages Act of 1990 (Section 102), defines the role of government by stating the need to preserve, protect, and promote the rights and freedoms of Native Americans to use, practice, and develop Native American languages. The New Mexico State Tribal Collaboration Act, NMSA 1978 Section 11-18-1 through 11-18-5, promotes positive government-to-government relations and effective communication and collaboration between the state agency and Indian nations, tribes or pueblos. The Public Education Department's Strategic Plan includes various strategies that facilitate academic achievement, including the importance of teaching native languages as critical to the learning process for native students.

## GOAL

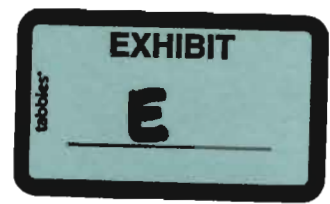
In an effort to maximize the use of tribal language grant funds, including consideration for equal and equitable distribution of grant amounts, the Indian Education Division continues its strengthening Tribal language program initiative considering the following:

- To support current grant recipients with continued funding based on program effectiveness and measured outcomes in addressing language revitalization and maintenance.
- To support programs that are demonstrating progress and effectiveness in meeting the proposed scope of work, including the effective use of fiscal resources towards the revitalization, maintenance, and sustainability of native language(s).
- To challenge tribal and pueblo departments of education to match resources to develop, implement, monitor, evaluate, and strengthen capacity as a shared-effort in the revitalization, maintenance, and sustainability of native language(s).
- To define culturally-relevant strategies, methodologies, and evaluation methods that demonstrates increased language proficiency of native language(s).
- To match pueblo and tribal government efforts that includes Native language development, revitalization, maintenance, and sustainability as authorized by their respective pueblo and tribal leadership.
- To ensure a positive collaborative relationship is developed and implemented with neighboring schools.

An Intergovernmental Agreement will be completed and processed, upon review and approval of the continued work plans and outcomes.

A Pre-submission/Technical Assistance workshop will be held on April 28, 2015 at the 2015 Indian Education Government to Government summit. The pre-application conference is required for all prospective applicants and/or designated staff from the Tribal governments. There will be discussion regarding different procedural methods for next year involving intergovernmental agreements between tribes/pueblos and NMPED.

# INTERGOVERNMENTAL AGREEMENT



**THIS INTERGOVERNMENTAL AGREEMENT, # 16-924-000127**, is entered into by and between the State of New Mexico Public Education Department (PED), hereinafter referred to as the "DEPARTMENT," and **Navajo Nation**, a public entity, hereinafter referred to as the "CONTRACTOR."

**WHEREAS**, the DEPARTMENT is the agency designated to provide funding for the Navajo Nation Tribal Language Program Grant to develop and implement tribal language maintenance and revitalization program within their tribal communities for fiscal year 2016; and

**WHEREAS**, the DEPARTMENT desires to engage and the CONTRACTOR is willing to provide certain portions of the DEPARTMENT'S program.

**NOW THEREFORE**, the DEPARTMENT and the CONTRACTOR in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

## **I. Period of Agreement.**

This Agreement shall become effective when signed by both parties and shall terminate on **June 30, 2016**, unless terminated pursuant to Article VII, *infra*.

## **II. Statement of Work.**

The CONTRACTOR shall provide the program of services as set forth in the scope of work which is attached hereto as "**EXHIBIT A – STATEMENT OF WORK**" and incorporated herein by reference, unless amended or terminated pursuant to Article VII, *infra*. In consideration for the provision of those services, the DEPARTMENT agrees to purchase and the CONTRACTOR agrees to perform the services identified in the Statement of Work.

## **III. Limitation of Cost.**

The total amount of the monies payable to the CONTRACTOR under this Agreement shall not exceed **thirty thousand dollars (\$30,000.00)**. The annual budget is attached hereto as "**EXHIBIT B – FINANCIAL INFORMATION SHEET**" and incorporated herein by reference.

## **IV. Payment.**

The DEPARTMENT shall make monthly payments to the CONTRACTOR for services and costs specified in "**EXHIBIT C.**" The CONTRACTOR shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the DEPARTMENT. Invoices must include the agreement number for which services have been rendered, the PED purchase order number and should be mailed to **De Alva Calabaza, General Manager. PED – Indian Education Division, 300 Don Gaspar Avenue, Santa Fe, NM 87501.** The CONTRACTOR'S failure to submit such payment vouchers, invoices and

supporting documentation within fifteen days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the DEPARTMENT.

## **V. Return of Funds.**

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the CONTRACTOR to the DEPARTMENT.

## **VI. Appropriations.**

Performance under this Agreement is contingent upon sufficient authority and appropriations granted by the New Mexico State Legislature.

## **VII. Termination of Agreement.**

The Department may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Department's uncured, material breach of this Agreement. **By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.**

## **VIII. Funds Accountability.**

The parties shall provide for strict accountability of all monies made subject to this Agreement. The CONTRACTOR shall maintain fiscal records, follow generally accepted accounting principles and account for all receipts and disbursements of funds transferred to the CONTRACTOR pursuant to this Agreement. The CONTRACTOR will include all monies made subject to this Agreement in the annual audit and will provide the DEPARTMENT with a copy of the annual audit.

## **IX. Maintenance of Records.**

The DEPARTMENT shall maintain records as required of any administering state agency pursuant to applicable state law and regulation. The CONTRACTOR shall maintain fiscal and programmatic records relative to those funds and activities that have been made subject to this Agreement for a minimum of three years.

## **X. Confidentiality.**

Any confidential information provided to or developed by the CONTRACTOR in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR without the prior written approval of the DEPARTMENT or as required by a court of competent jurisdiction.

## **XI. Amendments.**

This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

## **XII. Assignment.**

The CONTRACTOR shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the DEPARTMENT.

## **XIII. Applicable Law.**

This Agreement shall be governed by the applicable laws of the United States and the State of New Mexico.

## **XIV. Acquisition of Property.**

The parties agree that neither party shall acquire any property as the result of this Agreement.

## **XV. Liability.**

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

## **XVI. Execution of Documents.**

The DEPARTMENT and the CONTRACTOR agree to execute any document(s) necessary to implement the terms of this Agreement.

## **XVII. Sub-Contracts.**

The CONTRACTOR shall be ultimately responsible for all items enumerated in the Statement of Work (Exhibit A) of this Agreement.

The CONTRACTOR shall seek advance written approval from the DEPARTMENT of all sub-contracts, including qualifications and job descriptions for any professional service sub-contract.

## **XVIII. Equal Opportunity Compliance.**

The CONTRACTOR agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the CONTRACTOR

medical condition, or, if the employer has fifty or more employees, spousal affiliation, or, if the employer has fifteen or more employees, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If CONTRACTOR is found not to be in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

## **XIX. Lobbying Certification.**

The CONTRACTOR, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.



**IN WITNESS WHEREOF**, the DEPARTMENT and the CONTRACTOR have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

**CONTRACTOR:**

**DEPARTMENT:**

\_\_\_\_\_  
**Russell Begaye**  
**President**

\_\_\_\_\_  
**Hanna Skandera**  
**Secretary of Education**

\_\_\_\_\_  
**Printed Title of Authorized Signatory**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



\_\_\_\_\_  
**Agency's Legal Counsel -**  
**Certifying legal sufficiency**

**Date:** \_\_\_\_\_

**EXHIBIT A**  
**STATEMENT OF WORK**

Name of Program: Navajo Nation – Department of Diné Education (DODE) Language and Culture program

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Grant recipients of the Strengthening Tribal language program will develop, implement, monitor and report on the tribal language revitalization, maintenance or sustainability efforts unique to their tribal community.

**The grantee shall execute the following priorities:**

- A. To promote language maintenance & revitalization as its goal in preserving the Diné language and culture. The Navajo Nation mandates language and culture education in all schools on its reservation.

**Department of Diné Education Program initiatives:**

1. The Navajo Nation will acknowledge the DODE Language and Culture program, as the grant manager and fiscal agent for the grant. The manager shall:
  - a. DODE will administer, administer funding, and report on the language program.
    - i. Office of Standards Curriculum & Assessments Development (OSCAD) will assist DODE with the implementation of the language and culture program.
    - ii. An OSCAD staff will be assigned to selected sites to provide onsite curriculum guidance and development of the Diné language and culture.
    - iii. Develop and distribute curriculum resource materials to communities and schools, as well as DODE providing materials on their website.
    - iv. Ensure necessary supplies, resources, and materials are obtained to ensure program success.
    - v. Attend PED Indian Education Division sponsored workshops, dialogue, monitoring or technical assistance sessions, trainings, and Government-to- Government meetings.
2. Promote, encourage and increase community-tribal support, partnerships, and collaborations to ensure program success to support language revitalization.
  - a. OSCAD will attempt to involve parents, grandparents and other community members as well as known experts with knowledge of the proposed activities.
  - b. DODE and OSCAD will collaborate to implement the Diné Language and Culture programs within schools on the reservation.
  - c. OSCAD/DODE can collaborate with other school and/or community programs to teach parents, community and civic leaders about Navajo language and how they can support language learning programs and initiatives.
    - i. Encourage students, parents, families, grandparents, and teachers; both Navajo and non-Navajo to participate.
    - ii. Emphasis the importance that the whole family be involved so that the language learned can be reinforced in the home setting.
3. Provide opportunities for professional development and projects related to the concept of language revitalization, research associated with loss of language, and strategies of language revitalization.

- a. Plan, develop, and implement a Navajo weaving project while conducting a full immersion language program.
  - i. Participants will learn language through a hands-on experience and through language immersion methods from preparation to the final product of weaving a Navajo rug.
  - ii. The program will include both male and female students; weaving will not be restricted just to mothers and daughters, but will include activities for fathers and sons as well.
  - iii. Participants will learn and acquire traditional Navajo food and preparation during the work sessions.
  - iv. Participants must be able to present their projects and present on their experience in Diné language at the end of the year.
- b. Encourage tribal members, language instructors and classroom teachers to participate in the language projects.
  - i. Participants will develop oral language and social skills.
- c. Include traditional teachers of the language as a part of the network of Diné people working to sustain the language and traditional practices.
  - i. The Navajo Nation will replicate this model in other communities and families.

**The Grantee shall provide the following performance measures:**

1. Collect, disaggregate, synthesize, profile and use data to measure the effectiveness of the project and provide measurable outcomes that will increase the likelihood of the project to be replicated and continued.
  - a. Profile the number of collaborations with DODE/OSCAD staff, communities and participants involved in the activity.
    - i. The number of community involvement activities held and copies of event flyers used to promote the event.
    - ii. The number of times collaboration efforts occurred to promote the development of the language curriculum.
  - b. Profile the number and type of collaborations with elders, tribal leaders, students, school districts, and language instructors.
    - i. A description of workshops and activities provided during the program year.
    - ii. The number of participants and description of the Diné language and culture program to support language revitalization efforts.
    - iii. Provide evidence to document the development of curricula, teaching methods, cultural activities, and effective strategies.
  - c. A profile of participant success provided to students addressing curriculum integration, native language, and culturally relevant learning opportunities/teaching strategies.
    - i. Provide data on the effectiveness of Diné Language and Culture program.
    - ii. Number of participation in Diné language and culture program.
  - d. A description of best practices and resources for the teaching and use of the Native language.
    - i. Profile of how the language teachers work collaboratively on the language curricula.
    - ii. Profile lesson plans and integration of Diné language and culture shared with schools and communities.
  - e. Profile of how the Diné language and culture was promoted with the tribe.

- i. A description of best practices and resources for the teaching and use of the Native language.
  - ii. Profile and report the level of language proficiency in the community.
  - iii. Profile and provide evidence the development of media materials.
- k. Copies of evidence such as sign-in sheets, agendas, meeting minutes, signed agreements, results of needs assessments, calendar and timelines, copies of curriculum and lesson plans, results of teacher observations, survey results, and presentation materials.

# EXHIBIT B

## FINANCIAL INFORMATION SHEET

Navajo Nation

Diné Language and Culture Program

Contact Information: Dr. AnCita Benally, Program Manager (928) 871-7660

BUDGET AND JUSTIFICATION	AMOUNT
Personnel:	
	\$0.00
Fringe Benefits:	
	\$0.00
Travel & Training: Staff travel: 5 schools x 5 staff: 1 overnight at \$85 per/night x 5 = 425.00 5 schools x 5 staff: 1 Per Diem Meals at 46.00/da x 5 = 230.00 5 schools x 5 staff: 1 Per Diem Meals at 28.00/da x 5 = 140.00 1 staff to NMPED: 1 night at \$100/night x 2 = 200.00 x 2 = 400.00 1 staff to NMPED: 3 days Meals at \$71.00 = 213.00 x 2 = 426.00	
	\$ 1,621.00
Equipment:	
Supplies: Lumber: 2 x 4 x 8 to construct the Loom (includes wood screws) 5 schools x 5 looms = 25 x \$125/each loom = \$3,100.00 Weaving Tools: 5 schools x 5 sets = 25 x \$80.00/set = \$2,000.00 Traditional sustenances: 5 schools/sites x \$700.00 = \$3,550.43	
	\$ 8,650.43
Contractual: Trainers/Experts: Weaving: 5 schools x 6 experts x \$180.00 = \$5,400.00 Nanase': 5 schools x 6 experts x \$180.00 = \$5,400.00	
	\$ 10,800.00
Other purchase services: Printing Publication: \$10.00/publication x 750 books = \$7,500.00	
	\$ 7,500.00
Subtotal:	\$ 28,571.43
Indirect Cost (5%)	\$ 1,428.57
<b>TOTAL BUDGET AMOUNT</b>	<b>\$ 30,000.00</b>

# THE NAVAJO NATION PROGRAM BUDGET SUMMARY

<b>PART I. Business Unit No.:</b> _____		<b>NEW</b>		<b>Program Title:</b> NM/PEP Strengthening Tribal Languages		<b>Division/Branch:</b> _____		<b>EDUCATION</b>	
<b>Prepared By:</b> Carole J. Thomas, Administrative Assistant		<b>Phone No.:</b> _____		<b>(928) 871-7660</b>		<b>Email Address:</b> _____		<b>carolthomas@nmdode.org / ancitabenally@nmdode.org</b>	

PART II. FUNDING SOURCE(S)		Fiscal Year Term	Amount	% of Total	PART III. BUDGET SUMMARY				
NM/PEP - IED		7/01/15 - 6/30/16	30,000.00	100%		Fund Type Code	NMC Approved Original Budget	Proposed Budget	Difference (Column B - A)
					2001	Personnel Expenses			0
					3000	Travel Expenses		1,621	1,621
					3500	Meeting Expenses		10,800	10,800
					4000	Supplies		16,150	16,150
					5000	Lease and Rental			0
					5500	Communications and Utilities			0
					6000	Repairs and Maintenance			0
					6500	Contractual Services			0
					7000	Special Transactions			0
					8000	Public Assistance			0
					9000	Capital Outlay			0
					9500	Matching and Indirect Cost		1,428	1,428
<b>TOTAL:</b>								\$30,000	30,000

PART IV. POSITIONS AND VEHICLES		(D)	(E)
Total # of Positions Budgeted:			0
Total # of Permanently Assigned Vehicles:			0

**PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.**

*Carole J. Thomas*  
Ancita Benally, Education Program Manager / OSSAD  
6/25/15

SUBMITTED BY: Program Manager's Printed Name and Signature / Date

*Tommy Lewis*  
D. Tommy Lewis, Superintendent of Schools - DODE  
APPROVED BY: Division Director/Branch Chief's Printed Name and Signature / Date

THE NAVAJO NATION  
PROGRAM PERFORMANCE CRITERIA

**PART I. PROGRAM INFORMATION:**

Business Unit No.:

NEW

Program Name/Title:

NMPEd-Strengthening Tribal Languages

**PART II. PLAN OF OPERATION REFERENCE/LEGISLATED PROGRAM PURPOSE:**

GSCMW-19-07: The purpose of the Office of Standards, Curriculum & Assessment Development is to perpetuate Diné language, culture, history and government in early childhood programs, elementary, secondary and post secondary schools, including tribal organizations and communities.

**PART III. PROGRAM PERFORMANCE CRITERIA:**

**1. Program Performance Area:**

**Grant Manager will administer, monitor, oversee and report on all aspects of the language program.**

**Goal Statement:**

a. Assign OSCAD staff to selected sites to provide onsite curriculum guidance and development of the Diné language and culture.

b. Develop a curriculum as resource materials for the project from start to end.

c. Ensure necessary supplies, resources, and materials are obtained to ensure program success.

d. Attend PED-IED sponsored workshops, dialogue, monitoring or technical assistance sessions, training and Government-to-Government meetings.

	1st QTR		2nd QTR		3rd QTR		4th QTR	
Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal
1		1		1		1		1
		1		1		1		1
1		1		1		1		1

**2. Program Performance Area:**

**Promote, encourage and increase community-tribal support, partnerships, and collaborations to ensure program success to support language revitalization.**

**Goal Statement:**

a. OSCAD will attempt to involve parents, grandparents and other community members as well as known experts with knowledge of the proposed activities.

b. OSCAD will collaborate to implement the Diné Language and Culture programs within schools on the reservation.

c. OSCAD can collaborate with other schools and/or community programs to teach parents, community and civic leaders about Navajo language and how they can support language learning programs and initiatives.

			1		1		1	
					1			1

**3. Program Performance Area:**

**Provide opportunities for professional development and projects related to the concept of language revitalization, research associated with loss of language, and strategies of language revitalization.**

**Goal Statement:**

a. Implement the Navajo weaving project while conducting a full immersion language program.

b. Encourage tribal members, language instructors and classroom teachers to participate in the language project.

c. Include traditional teachers of the language as a part of the network of Diné people working to sustain the language and traditional practices.

d. Participants will develop oral language and social skills.

			1		1		1	
			1		1		1	
			1		1		1	
			1		1		1	

**PART IV. I HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THOROUGHLY REVIEWED.**

AnCita Benelly, Education Program Manager

Program Manager's Printed Name and Signature/Date

*AnCita Benelly* 8/25/15

Dr. Tommy Lewis, Superintendent of Schools

Division Director/Branch Chiefs Printed Name and Signature / Date

*Tommy Lewis*

**THE NAVAJO NATION**  
**DETAILED LINE ITEM BUDGET AND JUSTIFICATION**

<b>PART I. PROGRAM INFORMATION:</b>			
Program Name/Title: _____		Business Unit No.: _____	
		NEW	
<b>PART II. DETAILED BUDGET:</b>			
(A)	(B)	(C)	(D)
<b>Object Code (LOD 6)</b>	<b>Object Code Description and Justification</b>	<b>Total by DETAILED Object Code</b>	<b>Total by MAJOR Object Code</b>
3230	3000 TRAVEL EXPENSES Meals and lodging expenses for staff travel to monitor project at 5 schools, and attend meeting with NIMPED.	1,621	1,621
3230	PERSONAL TRAVEL		
3240	Per Diem Meals		
3250	Lodging		
3810	MEETINGS: OTHER NON EMPLOYEES		
3811	Stipend for (5) weaving experts and (5) 'Nanase' experts at \$180.00/experts = \$5,400.00 x 2	10,800	10,800
4410	4000 SUPPLIES For cost of lumber for loom, weaving tools, and traditional sustenances.		16,150
4410	OPERATING SUPPLIES		
4420	General Operating Supplies	8,650	
4530	Printing/Binding/Photocopying	7,500	
9710	INDIRECT COST Indirect Cost @ 1.05% (30,000.00/1.05% = \$28,571.43)	1,429	1,429
<b>TOTAL</b>		30,000	30,000



# THE NAVAJO NATION EXTERNAL CONTRACT AND GRANT FUNDING INFORMATION

<b>PART I. PROGRAM INFORMATION:</b>		Funding Period: 7/01/2015 - 6/30/2016	
Program Name/Title: Strengthening Tribal Language Grant		K #: NEW	
Contract/Grant No.: NEW		Prepared by: Carole J. Thomas, Administrative Assistant / OSCAD	

<b>PART II. PURPOSE OF FUNDING AND MATCH FUNDS REQUIREMENT</b>			
GSCMW-19-07: The purpose of the Office of Standards, Curriculum & Assessment Development is to perpetuate Diné language, culture, history and government in early childhood programs, elementary, secondary and post secondary schools, including tribal organizations and communities.			

<b>PART III. BUDGET INFORMATION:</b>			
(A) Major Object Code and Description	(B) Current Award Fiscal Year	(C) Anticipated Funding Fiscal Year	(D) Difference Columns (C) - (B)
2001 Personnel Expenses		1,621	1,621.00
3000 Travel Expenses		10,800	10,800.00
3500 Meeting Expenses		16,150	16,150.43
4000 Supplies			-
5000 Lease and Rental			-
5500 Communication and Utilities			-
6000 Repairs and Maintenance			-
6500 Contractual Services			-
7000 Special Transaction			-
8000 Assistance			-
9000 Capital Outlay			-
9510 Matching - Cash			-
9610 Matching - In - Kind			-
9710 Indirect Cost (Overhead) Allocation		1,428	1,428.49
<b>TOTALS:</b>	<b>-</b>	<b>30,000</b>	<b>29,999.92</b>

<b>PART IV. FTEs/MATCH FUNDS:</b>	<b>No. of Positions/ FTEs:</b>	<b>0</b>	<b>-</b>
<b>MATCHING FUND REQUIRED:</b>	<b>Required GF Cash Match:</b>	<b>0</b>	<b>-</b>
<b>CONCURRED BY:</b>	<b>Required GF In - Kind Match:</b>	<b>0</b>	<b>-</b>
<b>Contracting Officer's Signature / Date:</b>	<b>Required GF % Match:</b>	<b>0</b>	<b>-</b>

<b>PART V. ACKNOWLEDGEMENT:</b>	
Submitted by (print): Ancita Benally, Education Program Manager	Approved by (print): Dr. Tommy Lewis, Superintendent of Sch
Signature/Date: <i>Ancita Benally</i> 6/25/15	Signature/Date: <i>Tommy Lewis</i>

# Contracts and Grants Section - OMB

## Request for Service (SAS Review) on Funding Contract / Agreement

*For Program Use - Fill-in, Submit and/or Address*

### 1 Information on Program - Sponsor:

A. Office of Standards, Curriculum & Assessment / DODE

B. **AnCita Benally** 871-7660  
OR Carole Thomas 7660

### 2 Information on SAS & Contract:

SAS No. SE

Application

Award

Modification No.

SE

#### Per Original Annual Funding

A. Budget Amount (Bdgt Amt)

**\$30,000.00**

Amount +/-:

SE

B. Term-Bdgt..Begin - End Date

**7/1/2015 - 6/30/2016**

Term:

SE

C. Term-Contr..Begin - End Date

**7/1/2015 - 6/30/2016**

Date..From - To

D. FY Funding

**2015 - 2016**

Other:

e.g., SOW; Acct. Data; etc.

E. Funding Agency & CFDA No.

**NMPED**

F. IGR legis., # & date...on Award

G. FMIS - Co. & K #s...on Award

### 3 Document or Rule Chk:

**Organize & tab documents in order listed; provide helpful notes.**

A. Memo on action required.....

**164B Review**

B. Fund Agency - Documents

NOFA / NOGA / LETTER.....

**Grant Award Notification dated June 25, 2015**

Application, describe.....

Contract/Agreement.....

**16-924-000127**

\*\* Match Fund - Amt or % req.....

**0**

\*\* IDC - Amt or % Allowed.....

**1.05%**

Scope Wk/ Budget Forms.....

**Performance based SOW & Budget**

Req. Rpts / Spec. Cond. - §/¶:

**Freq / Type-progr., 269.**

**Period End**

**Due Date**

§ 4.

**NMPED - IED**

**June, 2015**

**30 days after Quarter End.**

¶ 7.

**Program & Financial**

**Quarterly**

**30 days after Quarter End.**

C. NN BIPM

Budget Forms 1, 3-6.....

**Include in packet.**

IDC/MF - formula/calculate.....

**Include in packet.**

D. Other - specify.....

**Grant to begin July 1, 2015**

**\*\* Attach citation of funding agency rule.**

4 **Acknowledgement:** To the best of my knowledge, the information provided above is complete and accurate.

*AnCita Benally*  
Program Mgr - Signature / Date

*For Contracts and Grants Section Use*

### 5 Assigned FMIS Nos.:

**OMB Tracking No.**

Comments:

Co. #

K#

### 6 Signature - Review / Acceptance:

Contract Analyst / Date

Contracting Officer / Date

**\*\*AFTER CGS REVIEW, RETURN SHEET TO OMB OFFICE SPECIALIST TO LOG OUT SAS \*\***



**DEPARTMENT OF DINÉ EDUCATION  
THE NAVAJO NATION**

P.O. Box 670 · Window Rock, Arizona 86515  
PHONE (928) 871 – 7475 · FAX (928) 871 – 7474



Russell Begaye  
President

Jonathan Nez  
Vice-President

**NNBEJY-296-2015**

**RESOLUTION OF THE  
NAVAJO NATION BOARD OF EDUCATION**

**Relating to Education, Budget and Finance, and Naabik'iyáti'; Recommending to the Health, Education and Human Services Committee, Budget and Finance Committee, and Naabik'iyáti' Committee of the Navajo Nation Council to Support and Approve the Office of Diné Standards, Curriculum, and Assessment Development (OSCAD) \$30,000 Grant From the New Mexico Public Education Department, Including a 5% Indirect Cost Rate**

**WHEREAS:**

1. The Navajo Nation Board of Education (hereinafter the "Board") is the education agent in the Executive Branch for the purposes of overseeing the operation of all schools serving the Navajo Nation. 10 N.N.C. §106(A). The Board carries out its duties and responsibilities through the Department of Diné Education. 10 N.N.C. §106(G)(3); and
2. The Department of Diné Education (hereinafter the "Department") is the administrative agency within the Navajo Nation with responsibility and authority for implementing and enforcing the educational laws of the Navajo Nation. 2 N.N.C. §1801(B); 10 N.N.C. §107(A). The Department is under the immediate direction of the Board. 10 N.N.C. §107(B); and
3. The Board, through the Department, shall "actively pursue funding to support the activities of Navajo Nation education programs." 10 N.N.C. §106(G)(3)(I); and
4. The Health, Education and Human Services Committee, Budget and Finance Committee, and Naabik'iyáti' Committee of the Navajo Nation Council possess subject matter authority to approve grant applications. 2 N.N.C. §400-403 et seq.; 2 N.N.C. §301(B)(15); 2 N.N.C. §701(A)(12); and
5. The Office of Diné Standards, Curriculum, and Assessment Development ("OSCAD") applied for a received a \$30,000 grant from the New Mexico Public Education Department. The grant, however, requires a 5% indirect cost rate; and
6. The Board recognizes and acknowledges the grant application, supporting documents, budgetary information, and other related information provided by the Office of Diné Standards, Curriculum, and Assessment Development ("OSCAD"). The Board further finds that this grant is in the best interests of the Navajo Nation.

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**BOARD OF EDUCATION**


*Dr. Pauline M. Begay, President · Gloria Johns, Vice President · Marlene Burbank, Secretary*  
**Members:** *Dolly C. Begay · Delores Greyeyes · Dr. Bernadette Todacheene · Patrick D. Lynch · Bennie Begay · Dr. Tommy Lewis, Jr., Superintendent of Schools*

**NOW THEREFORE BE IT RESOLVED THAT:**

1. The Navajo Nation Board of Education approves this grant application and hereby recommends that the Health, Education and Human Services Committee, Budget and Finance Committee, and Naabik'iyáti' Committee of the Navajo Nation Council to support and approve the Office of Diné Standards, Curriculum, and Assessment Development ("OSCAD") \$30,000 grant, including a 5% indirect cost rate from the New Mexico Public Education Department.
2. The Navajo Nation Board of Education hereby recommends and empowers the Superintendent of Schools to take any actions deemed as necessary and proper to carry out the purposes of this resolution.

**CERTIFICATION**

I hereby certify that the foregoing resolution was duly considered by the Board of Education of the Navajo Nation at a duly called meeting at Window Rock, Arizona (Navajo Nation) at which a quorum was present, motion by Bennie Begay and Delores Greyeyes seconded by and that the same was passed by a vote of 5 in favor; 2 opposed; 0 abstained, this 10th day of July 2015.

  
\_\_\_\_\_  
Dr. Pauline M. Begay, President  
Navajo Nation Board of Education



# THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT  
JONATHAN NEZ VICE PRESIDENT

July 2, 2015

To: E.O. 07-2013 Document Reviewers

From:

Cordell Shortey, Contracting Officer  
Contracts & Grants Section - OMB

Subject: Document No. 004254 – Intergovernmental Agreement Between State of New Mexico  
Public Education Department and Navajo Nation Tribal Language Program

The attached subject document has been surnamed as sufficient with the following comment:

Regarding use of Indirect Cost (IDC) 5% rate, Department of Justice is requested to advise if Naabik'iyati' Committee approval is required. The 5% IDC rate is the funding agency's regulation rate in accordance with the Intergovernmental Agreement application of Page 6, " Indirect Charges: This category should be used only when the applicant currently has an indirect cost rate approved by the Tribe. Indirect Cost \_\_ % **(Up to 5%)**. "

Therefore, before Contracts and Grants Section enters the budget in FMIS, the question on use of IDC rate different from the rate negotiated with IBC be resolved.

If you have any questions, please call Germaine Jones at (928) 871-6037. Thank You.

Attachment

cc : files







**DEPARTMENT OF DINÉ EDUCATION  
THE NAVAJO NATION**

P.O. Box 670 · Window Rock, Arizona 86515  
PHONE (928) 871 - 7475 · FAX (928) 871 - 7474



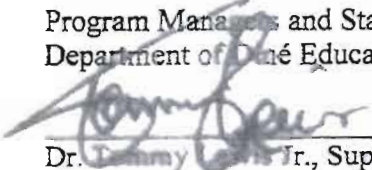
**Russell Begaye**  
President

**Jonathan Nez**  
Vice-President

May 19, 2015

**MEMORANDUM:**

**TO:** Program Managers and Staff  
Department of Diné Education

**FROM:**   
Dr. Tommy Lewis Jr., Superintendent of Schools  
Department of Diné Education – Administration


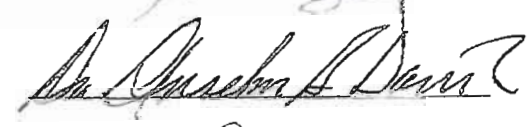
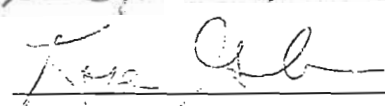
**DATE:** May 19, 2015

**SUBJECT:** **STANDING DELEGATION OF AUTHORITY – FY 2015 (REVISED)**

During my absence from the office, the following individuals are authorized to act on my behalf, in the order they are placed, to ensure the proper and uninterrupted functioning of the Department of Diné Education by performing the routine duties required of the Superintendent of Schools:

**ACKNOWLEDGED**

1. **Timothy Benally, Assistant Superintendent**  
Department of Diné Education – Administration
2. **Dr. Anselm Davis, Education Program Manager**  
North Central Association/AdvancED (NCA/AdvancED)
3. **Ms. Rose Graham, Department Manager II**  
Office of Navajo Nation Scholarship and Financial Assistance (ONNSFA)

This delegation authorizes my designee to review and approve all routine administrative, financial and personnel documents, with the understanding that they will consult with me as necessary. However, all requests for Off Reservation Travel (ORT) will follow the process outlined in the memo distributed on March 20, 2013, authorizing only the Acting Superintendent to approve those requests.

Please continue to bring all documents requiring the review and approval of the Superintendent of Schools to the Department of Diné Education-Administration Office.

If you have any inquires relative to this matter, contact the DODE Administration Office at 928-871-7475. Your cooperation is expected and appreciated.

xc: Honorable Russell Begaye, President, The Navajo Nation  
Honorable Jonathan Nez, Vice President, The Navajo Nation  
Robert Joe, Chief of Staff, Office of the President/Vice President  
Robert Willie, Acting Controller, Office of the Controller  
Dominic Beyal, Executive Director, Office of Management and Budget

**BOARD OF EDUCATION**

*Dr. Pauline M. Begay, President · Gloria Johns, Vice President · Marlene Burbank, Secretary*  
*Members: Dolly C. Begay · Delores Greyeyes · Patrick D. Lynch · Bennie Begay · Dr. Bernadette Todacheene*  
*Dr. Tommy Lewis, Superintendent of Schools*

**SECTION 164 REVIEW FORM**Title of Document: Strengthening Tribal Languages Contact Name: THOMAS, CAROLE J.Program/Division: DEPT OF DINE EDUCATIONEmail: carolthomas@nndode.org Phone Number: (928) 871-7660

Division Director Approval for 164A: \_\_\_\_\_

**Check document category; only submit to category reviewers. Each reviewer has a maximum 7 working days,** except Business Regulatory Department which has 2 days, to review and determine whether the document(s) are sufficient or insufficient. If deemed insufficient, a memorandum explaining the insufficiency of the document(s) is required.

**Section 164(A) Final approval rests with Legislative Standing Committee(s) or Council**

<input type="checkbox"/>	<b>Statement of Policy or Positive Law:</b>		<b>Sufficient</b>	<b>Insufficient</b>
	1. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>IGA, Budget Resolutions, Budget Reallocations or amendments: (OMB and Controller sign ONLY if document expends or receives funds)</b>			
	1. OMB: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

**Section 164(B) Final approval rests with the President of the Navajo Nation**

<input checked="" type="checkbox"/>	<b>Grant/Funding Agreement or amendment:</b>			
	1. Division: <u>see memo</u>	Date: <u>6/25/15</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. OMB: _____	Date: <u>7/2/15</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	3. OOC: _____	Date: <u>7/14/15</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	4. OAG: _____	Date: <u>7/22/15</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>Subcontract/Contract expending or receiving funds or amendment:</b>			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. BRD: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OMB: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	5. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>Letter of Assurance/M.O.A./M.O.U./Other agreement not expending funds or amendment:</b>			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>M.O.A. or Letter of Assurance expending or receiving funds or amendment:</b>			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OMB: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>





# NAVAJO NATION DEPARTMENT OF JUSTICE

## DOCUMENT REVIEW REQUEST FORM

☐ RESUBMITTAL



DOJ	
07-16-15	1128a
DATE / TIME	
<input type="checkbox"/> 7 Day Deadline	
DOC #:	064254
SAS #:	
UNIT:	Hsqw

\*\*\* FOR NNDJ USE ONLY - DO NOT CHANGE OR REVISE FORM. VARIATIONS OF THIS FORM WILL NOT BE ACCEPTED. \*\*\*

### CLIENT TO COMPLETE

DATE OF REQUEST: 7/16/15 ENTITY/DIVISION: \_\_\_\_\_  
 CONTACT NAME: Carole Thomas / An Cita Bonally DEPARTMENT: EDUCATION  
 PHONE NUMBER: 7660 / 6728 E-MAIL: Carolethomas@nndode.org  
 TITLE OF DOCUMENT: Strengthening Tribal Languages, NMPED-IED

#113

### DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: 7/16/15 @ 11:55 REVIEWING ATTORNEY/ADVOCATE: Michelle  
 DATE/TIME OUT OF UNIT: 7-27-15 @ 10:35

### DOJ ATTORNEY / ADVOCATE COMMENTS

~~Not sufficient. See attached information~~  
 OK for surname. Program needs IDC waiver from Naabikiyati.

REVIEWED BY: (PRINT)	DATE / TIME	SURNAMED BY: (PRINT)	DATE / TIME
Michelle Begay	7/27/15 10:16	Kandis Martine	7/27/15 10:25am

DOJ Secretary Called: left msg on v.m for Document Pick Up on 7-27-15 at 10:35 By: gmagen

PICKED UP BY: (PRINT) Carole Thomas DATE / TIME: 7/28/15 9:53 am