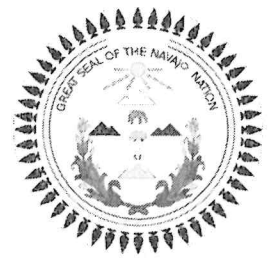


THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



September 19, 2022

CUBA INDEPENDENT SCHOOL DISTRICT
P.O. BOX 70
CUBA, NEW MEXICO 87013

ATTENTION: DR KAREN SANCHEZ-GRIEGO, SUPERINTENDENT

REFERENCE: 164 Review 018935/Contract

Dear Karen:

Attached please find your copy of the approved Contract (CO15548) with the Navajo Nation Department of Dine Education. The Contract has been awarded in the amount of \$42,702.48. The term of the contract will commence July 1, 2022 and expires June 30, 2023.

The above contract number must be referenced on all invoices, documents, and correspondence as it relates to this contract.

Should you have any questions, please contact Christopher Roanhorse at 928-871-6678.

Sincerely,

A handwritten signature in black ink, appearing to read "Darlene Begay".

Darlene Begay, Senior Accountant
OOC – Contract Administration

xc: Christopher Roanhorse, DODE
Anna Dause, Contract Accounting/Navajo Nation Office of the Controller
Contract Folder: CO15548

NAVAJONATION OFFICE OF THE CONTROLLER

POST OFFICE BOX 3150 · WINDOW ROCK, AZ 86515 · PHONE: (928) 871-6308 · FAX: (928) 871-6026

THE NAVAJO NATION



JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

Department of Diné Education
JOHNSON-O'MALLEY PROGRAM
PO Box 1950
Window Rock, Arizona 86515
(928) 871-6678
Fax: (928) 871-7464

SUBCONTRACT NO. _____

JOHNSON-O'MALLEY SUBCONTRACT
BETWEEN THE NAVAJO NATION

AND

CUBA INDEPENDENT SCHOOL

Beginning JULY 1, 2022 and Ending JUNE 30, 2023

Original Budget: \$42,702.48

Total Budget: \$42,702.48

In The Amount Not to Exceed: **\$42,702.48**

Payment To Be Made From Account No: K220711-6990


ATTACHMENTS:

GENERAL PROVISIONS

- Subcontract Agreement Attachment A
- Budget Attachment B
- Education Plan Attachment C

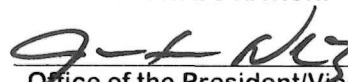
SIGNATURES OF THE SUBCONTRACT

FOR THE SUBCONTRACTOR:



Date 5/25/2022
Dr. Karen Sanchez-Griego
Superintendent
Cuba Independent School
Cuba, New Mexico 87013

FOR THE NAVAJO NATION:



Date 09.15.2022
Office of the President/Vice-President
THE NAVAJO NATION
Window Rock, Arizona 86515

NAVAJO NATION OFFICE OF THE PRESIDENT AND VICE-PRESIDENT

POST OFFICE BOX 7410 · WINDOW ROCK, AZ 86515 · PHONE: (928) 871-7000 · FAX: (928) 871-4025

ATTACHMENT A

Johnson-O'Malley Subcontract Agreement
(Hereinafter "Subcontract")
Between the Navajo Nation (hereinafter "Nation")
And Cuba Independent School (hereinafter "Subcontractor")

I PURPOSE

The Subcontractor shall provide supplemental services and instructional programs to eligible Indian students in order to meet their special and unique educational needs pursuant to the Johnson-O'Malley (hereinafter "JOM") Act and 25 C.F.R. Part 273 regulations. The Subcontractor shall work with the Indian Education Committee to develop, approve and implement all programs, including supplemental programs and fiscal services that are awarded under this Subcontract on a basis of maximum participation by the Indian Education Committee especially pursuant to 25 C.F.R. §273.4, §273.14 through §273.18. See also 25 U.S.C. A. §5321. The approved JOM subcontract application, budget and education plan is incorporated into this Subcontract.

II. SCOPE OF WORK

- A. The Subcontractor will provide supplemental educational services to eligible Indian students in accordance with the Education Plans. The Subcontractor will utilize the application packet furnished by the JOM central office.
- B. The Nation will procure educational services for eligible Indian students in accordance with the Johnson-O'Malley Act 25 U.S.C. §452 et seq. through subcontracts with state public school districts, Indian Corporations, previously private schools and tribal organizations involved in the education of eligible Indian students on or near the Navajo reservation in the states of Arizona, New Mexico and Utah. Eligible Native American students attending school in these school districts will also receive services through the Navajo Nation Johnson-O'Malley Program. In addition, the Nation will plan, implement and evaluate its own goals that are consistent with this contract and other applicable laws through monitoring and technical assistance by the JOM central office as follows:
1. The JOM central office staff will facilitate the inclusion of Navajo Nation educational philosophy and goals, as enacted by the Navajo Nation Council and through Executive Orders, into the Subcontractor's educational philosophy.
 2. The Nation will maintain oversight responsibility for Johnson-O'Malley central office and the Subcontractors' programs. Oversight functions will include but are not limited to the following criteria:
 - a. Effectiveness and utility of Subcontractor program and its component.
 - b. Parental Involvement.
 - c. Justifications for the Subcontractor program and components.
 - d. The basis and procedures for target student selection.
 - e. Intervention approaches related to school goals and philosophy; teacher goals; student problem areas; use of student time in project and; tribal education goals and policies.
 - f. The relationship of documented student needs to projected and actual outcomes.
 - g. Evidence of Subcontractors' efforts to conduct needs assessments outcomes and effectiveness of the programs.
 - h. Types of accountability (a system of accountability) utilized by the Subcontractor to assess program performances. Types of accountability may include: a) impact; b) efficiency; c) coverage and service delivery; d) fiscal and; e) legal (compliance).
 - i. Assessment of effective and appropriate staff professional development/in-service training.
 - j. The degree of attainment of Subcontractor's measurable goals and objectives.
 3. The JOM central office staff will provide training, technical assistance and support activities for parents, school personnel, JOM personnel and Indian Education Committees. Activities will be designed to inform and assist concerned groups to meet the unique and specialized needs of Indian students and to address special areas as requested by the Subcontractor.

4. The JOM central office staff will implement strategies with the Subcontractor to improve students' academic achievements.
5. The JOM central office staff will collect, organize, analyze, and interpret school data from Subcontractors with regard to individual student attendance, standardized achievement test scores and related academic achievements, number of students served, and staffing patterns in Johnson-O'Malley programs. Other data that may relate to self-concept measures, attendance, cognitive batteries, motivational activities or career awareness will also be collected.
6. The JOM central office staff will establish and maintain the Navajo Nation Johnson-O'Malley Program for all programmatic and fiscal matters pertaining to the operation of Johnson-O'Malley Subcontractors.
7. The Department of Dine Education will develop and disseminate curriculum guidelines that meet the unique and specialized needs of Navajo and other Native American students served.
8. The JOM central office staff will encourage Subcontractors to maximize parental involvement to enhance educational Native American student programs.
9. The JOM central office will incorporate an accountable and efficient Johnson-O'Malley Program management system to provide effective educational opportunities and services.

III. INDIAN EDUCATION COMMITTEE: POWERS AND DUTIES

- A. Because meaningful Indian participation is an essential requisite for the success of JOM supplemental programs for eligible Indian students, 25 C.F.R. §273.4 requires "maximum Indian participation" by an Indian Education Committee where the school board of the Subcontractor is not composed of a majority of Indians. Such participation shall include all the powers, duties and requirements pursuant to 25 C.F.R. §273.4, §273.16 through 273.18 and these C.F.R. sections are incorporated into Section III of this Subcontract.
- B. 25 C.F.R. §273.16 vests authority in an Indian Education Committee to actively participate in the planning, development, implementation and evaluation of all programs under this Subcontract. The Indian Education Committee shall grant prior approval to an Education Plan adopted under this Subcontract, and this Education Plan shall be submitted to the Nation for its approval. Should any changes be contemplated in the Education Plan during the term of this Subcontract, the Indian Education Committee must approve such changes in writing.
- C. The Nation may review the Subcontractor's implementation of this Subcontract to ensure that all provisions relating to the powers and duties of the Indian Education Committee are being fully implemented and maintained.

IV. EQUAL QUALITY AND STANDARD OF EDUCATION

The Subcontractor shall provide educational opportunities to all eligible Indian children within the school district on the same terms and under the same conditions that apply to all other students provided that it will not affect the rights of eligible Indian children to receive benefits from the supplemental programs of this Subcontract. The Subcontractor shall ensure that Indian students receive all aid from the state and other proper sources other than this subcontract, which other schools in the district and other school districts similarly situated in the state, are entitled to receive. In no instance shall there be discrimination against Indians or schools enrolling such Indians.

V. FUNDING

This Subcontract has been executed by the Nation and the Subcontractor in expectation of receipt of unexpended funds. The execution of this Subcontract has been accomplished in order to allow performance by the Subcontractor under the Subcontract immediately upon notice of unexpended funds. Notice shall indicate that sufficient funds are available for performance of the Subcontract.

VI. DEFINITIONS

Except as otherwise indicated, the terms used in the Subcontract will have the same meaning as in the contract between the Nation and the, United States of America, pursuant to 25 C.F.R. §273.2.

1. "Superintendent" means the Superintendent, The Navajo Nation Department of Dine Education.
2. "Program" means the Johnson-O'Malley Program, The Navajo Nation Department of Dine Education.
3. "Program Director" means the Program Director, Johnson-O'Malley Program, The Navajo Nation Department of Dine Education.
4. "Education Plan" means the Subcontractor's comprehensive plan for programmatic and fiscal services of accountability for the education of eligible Indian students.
5. "Government" means the government of the United States of America.
6. "Nation" means the Navajo Nation.
7. "Subcontractor" means the approved state public school district, Indian corporation, tribal organization, or previously private school subcontracting under the Nation's Johnson-O'Malley prime contract.
8. "Contract Modification" means a decrease/increase in the budget or a change in the Scope of Work of the Subcontract.
9. "In loco parentis" means any Native American or non-Native American parent or extended family/clan member who is responsible for a child or student's welfare on a daily basis.
10. "Transfer of funds" means the transfer to funds from one-line item to another line item within a Subcontract budget.
11. "de minimus" means the participation of non-eligible students is so incidental as to be negligible, i.e., level of services is not diminished; nor cost increased by such participation.

VII. ELIGIBILITY

The Subcontractor shall assume responsibility for certifying Indian student eligibility and supervising the application of these eligibility standards, pursuant to 25 C.F.R. §273.12.

- A. Native American students, from age three (3) through grade twelve (12), except those who are enrolled in Bureau or sectarian operated schools, shall be eligible for benefits provided by this Subcontract if they are one quarter (1/4) or more degree Native American blood and recognized by the Secretary as being eligible for Bureau services.
- B. Eligibility will be documented and maintained on file by the Subcontractor using Certificates of Indian Blood or other evidence of blood quantum from a federally-recognized tribe.

VIII. SUBCONTRACT TERM AND MODIFICATION

This Subcontract shall be for the period **beginning July 1, 2022 and ending June 30, 2023**. This Subcontract, including all its attachments, constitutes the entire understanding and agreement between the parties to this Subcontract, and it supersedes any and all other prior, simultaneous, oral, or written understandings and agreements pertaining to the subject matter of this Subcontract.

- A. Transfers of funds will be accomplished by utilizing forms JOM-01 and JOM-02, and JOM-03, when personnel are affected.

1. Transfer of funds within budget categories up to thirty-five percent (35%) and between budget categories up to nine and nine tenths percent (9.9%) are approved in-house between the JOM Central Office and the Navajo Nation Contracts and Grants Section.
 2. Transfer of funds greater than thirty-five percent (35%) within budget categories and between budget categories for amounts greater than ten percent (10%) of the budget will require amending the Subcontract and processing through 2 N.N.C. §164, processing and signature of the Navajo Nation President.
- B. Transfer of funds shall be requested through the JOM Central Office for approval and referred to the Contracting Officer, Contracts and Grants Section, for implementation.

IX. THE RESOLUTION OF DISPUTES

All disputes arising out of or relating to this contract shall be resolved by arbitration as contemplated by the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §554(1) and (K), and the Navajo Nation Arbitration Act, 7 N.N.C. §1101 et seq. The arbitration shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration except to the extent that such rules are modified by the following:

- a) Subcontractor shall first attempt to resolve the dispute informally by consultation with the JOM Program Director
- b) If such consultation fails to resolve the dispute, Subcontractor may request, in writing, a conference with the Superintendent of the Department of Dine Education at which all affected parties shall be present and shall provide relevant information, statements and witnesses. The Superintendent shall issue, in writing, his/her final decision within ten (10) days of the conference. A copy of the final decision shall be provided to the Subcontractor who brought the dispute for resolution.
- c) Unless otherwise agreed, the arbitration shall be held in Window Rock, Arizona;
- d) The arbitration panel shall consist of a single arbitrator unless one of the parties' claims exceeds \$1,000,000, exclusive of interest, costs, and fees, then the arbitration panel shall consist of three (3) arbitrators. In all arbitration panels, there shall be at least one arbitrator with at least ten (10) years of experience in Indian law;
- e) Notice of intent to invoke arbitration against the Navajo Nation shall be filed in compliance with the notice requirements of the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §555;
- f) An award against the Navajo Nation shall be in conformance with the provisions of 1 N.N.C. §554 (K);
- g) The laws of the Navajo Nation shall govern the application and interpretation of this contract and arbitration agreement; and
- h) The Navajo Nation courts shall have exclusive jurisdiction to enforce, modify, and vacate an arbitration award.

X. CANCELLING OR SUSPENDING A CONTRACT FOR CAUSE

The Subcontract may be suspended or terminated by the Program Director in accordance with the following procedures:

- A. Subcontracts entered into may be cancelled or payments may be suspended for cause or non-compliance when Subcontractor fails to perform the work prescribed by this Subcontract or fails to permit an Indian Education Committee to perform its duties pursuant to this part.
- B. Before cancellation or suspension of the Subcontract, the Nation will notify the Subcontractor, in writing, of the reasons for consideration of cancellation or suspension.
- C. The Subcontractor will have ten (10) working days (or such longer period as the Nation may allow) to correct the cause.
- D. If the Subcontractor fails to correct the deficiencies within the specified time period, the Nation may cancel the Subcontract in its entirety. The Subcontractor will be notified, in writing, of the decision rendered.

XI. TERMINATION FOR CONVENIENCE

The Subcontract may be terminated by the Nation or the subcontractor for any reason by giving the other party at least thirty (30) days advance written notice. The subcontractor is responsible for submitting invoices pursuant to Section XVII of this subcontract, for performance and reimbursement of the subcontract up to the date of termination. Any unexpended funds must be returned to the Nation within sixty (60) days of the termination.

XII. CONTACT INFORMATION FOR THE PARTIES TO SUBCONTRACT

All Subcontractor matters will be addressed to the Program Director:

The Navajo Nation
Department of Diné Education
Johnson-O'Malley Program
P.O. Box 1950
Window Rock, AZ 86515
Telephone number: (928) 871-6678 or 7462

The Subcontractor's authorized contact person for contract administration is:

Name : **Dr. Karen Sanchez-Griego**
Title : **Superintendent**
School : **Cuba Independent Schools**
Address : **P.O. Box 70**
Cuba, New Mexico 87013
Telephone No : **(575) 289-3314**
Email Address :

XIII. INDEMNIFICATION

Subcontractor agrees to hold harmless and indemnify the Nation against any and all losses, costs, damages, claims, expenses, or other liability whatsoever arising out of or in connection with the Subcontractor's services and work under this Subcontract including but not limited to any accident or injury to person or property.

XIV. ALLOWABLE COSTS AND PAYMENTS

For the performance of the Subcontract, the Nation shall pay to the Subcontractor the costs thereof as determined to be allowable in accordance with the approved budget, as amended. In no event shall the Nation be liable for payment of costs that exceed the approved budget amount.

The following apply when there are disallowed costs:

- A. If the question of disallowed costs is not resolved by agreement or informal conference, the Nation shall give the Subcontractor notice of its intent to recoup the disallowed cost. This notice shall include notification of the Subcontractor's right to request informal conference on the disallowed costs.
- B. When all administrative remedies have been exhausted or the right to administrative procedures has been waived, the disallowed cost may be recouped from the Subcontractor. At the option of the Nation, the Nation may either demand immediate reimbursement from Subcontractor, or recoup such costs by deduction of costs from subsequent invoices submitted to the Nation by the Subcontractor.
- C. Disallowed costs may also be identified through the audit and inspection procedures. In the case of identified disallowed costs, the procedures contained in the provisions shall apply.
- D. The Subcontractor further warrants and agrees that in the event questioned or disallowed costs are imposed against the Nation by the Bureau of Indian Education for any reason related to this Subcontract, the Subcontractor will defend against any such disallowed costs and immediately indemnify the Nation for any disallowed costs ultimately imposed.

XV. PRE-SUBCONTRACT COSTS

Subcontract pre-award costs are those incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or period of performance. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the written approval of the Nation.

XVI. ADVANCE PAYMENT

- A. At the written request of the Subcontractor, the Nation shall make an advance payment to the Subcontractor subject to availability of funds. The advance request shall be for a reasonable amount up to thirty percent (30%) of the total amount of Subcontract, as determined necessary for the Subcontractor's operation. The Subcontractor shall submit a written letter of request with a liquidation schedule.
 - 1. The first advance request of up to thirty percent (30%) of the total Subcontract period may be for the first half of the contract year, with an assurance that the amount will be liquidated in full during the same period.
 - 2. The second advance request may be for the balance of the Subcontract year, with the assurance that the amount will be liquidated in full during the balance of the contract year.
- B. Any interest earned on advance payment(s) made by the Nation shall be immediately remitted to the Nation.
- C. The Subcontractor shall not, while any part of the advance payment(s) is not fully liquidated, pledge, or otherwise assign any monies due under this Subcontract, or any claim arising hereunder, to any party or parties, bank, trust company, or other financing institutions.

XVII. INVOICING PROCEDURES

The Subcontractor shall invoice the Nation monthly, and no later than the tenth (10th) day of the month following the month invoiced. All original invoices using the forms under (l) (i) shall be submitted to the Nation.

The Navajo Nation
Department of Diné Education
Johnson-O'Malley Program
P. O. Box 1950
Window Rock, AZ 86515
Telephone number: (928) 871-6678

- 1. Invoices shall conform to the requirements of the Johnson-O'Malley Program and the Nation's accounting system.
Invoices shall be submitted using approved Nation procedures and noting the contract number.
 - i. Three (3) documents listed will be used for reimbursements, they include the following:
 - 1) Form JOM-02 Budget Summary/Reimbursement
 - 2) Form JOM-03 Personnel listing
 - 3) Form JOM-II Subcontractor Disbursement Report
- 2. The Subcontractor shall maintain a record keeping system in compliance with the record's program requirements under the Federal Records Act, 44 U.S.C. §3101 et seq. Subcontractor shall maintain on file original financial transactions documents involving the receipt and expenditure of Subcontract funds that include and are not limited to cancelled checks, vendor invoices, stipends, mileage and reimbursement claims, and consultant agreements plus those student activities reports and Indian Education Committee minutes that involve financial transactions.

3. The JOM central office promptly, upon receipt of each invoice shall review the expenditure for allowable costs, fiscal compliance and forward completed and authorized "Receiving Record" to the Nation's Contract Accounting section for payment.
 - i. On-site monitoring visits or on an as needed basis will be conducted by the JOM Senior Accountant to determine subcontract compliance. If there is a discovery of disallowable cost(s) in the monitoring process, an adjustment will be made in subsequent invoices processed after the monitoring visit.
4. The Nation's accounting section, upon receipt of each "Receiving Record" from JOM central office, shall reimburse the Subcontractors. A reimbursement check will be mailed to the Subcontractor.
5. All account expenditures shall be documented with check numbers. If check numbers are not immediately available, submissions shall be made with a notation that this information is pending. However, the completed information must be submitted no later than fifteen (15) days after a closeout of the monthly invoice. Failure to provide this information shall result in denial of the cost.
6. The Nation's Johnson-O'Malley Program reserves the right to delay and/or deny any reimbursement on invoices if invoices are not received within thirty (30) days of the due date on the approved forms or in a manner acceptable to the Nation.
 - i. Waiver. A Subcontractor may request an extension of time to comply with this section for reasons of unforeseen circumstances or for acts of God such as floods, blizzards or man-made catastrophes such as fires or riots. The request must be in writing and submitted to the JOM Program Director within ten (10) days of the date the Subcontractor perceives the need to request an extension of time. The JOM Program Director will notify in writing the Subcontractor of his/her decision either by mail or facsimile. Under no circumstances will an extension be granted beyond thirty (30) days of the original due date.
7. Approval of Subcontract monthly invoices and annual contract closeout shall be made by the JOM Program Director.
 - i. The Subcontractor will submit a final invoice and a "Release of Claims" for the purpose of closing out the subcontract.
 - a. For this Subcontract closeout, the required documents will be due within thirty (30) days of expiration of the subcontract.
 - b. Fiscal year closeout shall be completed according to Subcontract provisions. (Form JOM-09 RELEASE OF CLAIMS).

XVIII. UNEXPENDED FUNDS/RELEASE OF CLAIMS

- 1) Public Law 93-638, as amended, Indian Self-Determination and Educational Assistance Act is an annual appropriation from Congress. The money is awarded by the U.S. Dept. of the Interior, Bureau of Indian Education to the Navajo Nation. A "Release of Claims" form is submitted to the Navajo Nation to finalize the Subcontractor closeout.

XIX. RECORD KEEPING

- A. The Subcontractor shall maintain a record keeping system that complies with the records program requirements of the Federal Records Act, 44 U.S.C. §3101, et seq. Such a records system shall be maintained all documents related to this Subcontract including financial transactions, correspondence, and all other documents and records related to the administration of all programs of this Subcontract. The accounting documents shall accurately reflect all direct and indirect costs incurred.
- B. Documents related to the activities of the Indian Education Committee shall show that the Indian Education Committee's participation in all programs funded by this Subcontract were conducted, in particular, pursuant to 25 C.F.R. §273.4, §273.16 and § 273.17.

- C. The Subcontractor shall also comply with the requirements of the Privacy Act, 5 U.S.C. §552 (a), in the operation and maintenance of its record keeping system pursuant to 25 C.F.R. §273.54.

XX. FINANCIAL RECORDS REVIEW

The Nation has an interest in the management and contract compliance of the Subcontract. Therefore, upon reasonable notice, the Nation shall require from the Subcontractor a complete Financial Records and Compliance Review. (FISCAL MONITORING AND RECORDS REVIEW INSTRUMENT).

XXI. PROGRAM MONITORING AND REVIEW

Subcontractor shall make available all financial transactions and administrative documents related to and pertinent to this Subcontract for examination and review by the Nation's JOM Program Director, his/her designees or other authorized representatives. The Nation shall also monitor and review all Subcontractors educational programs and services for compliance with the Nation's educational policies, 25 C.F.R. §273, the Johnson-O'Malley Act, and all provisions made a part of this Subcontract. The Nation shall conduct this monitoring and review after reasonable notice to Subcontractor.

1. The Nation's JOM Program shall provide sufficient technical assistance and training to the Subcontractor upon request or on an as needed basis to ensure Subcontractor compliance.

XXII. AUDIT AND INSPECTION

- A. Subcontractor shall make available for audit and inspection by the Nation all books, documents, papers, and records that are related or pertinent to this Subcontract during the term of this Subcontract and for three years after closeout of the Subcontract pursuant to 25 C.F.R. §273.48.
- B. The Subcontractor shall furnish the Nation a copy of any audit report affecting the Johnson-O'Malley Program within thirty (30) days.

XXIII. ANNUAL REPORTING

An annual report shall be completed by the Subcontractor and submitted to the Nation on or before September 30, 2022. The annual report shall be prepared on the approved Nation forms (FORMS JOM 02, JOM 03, Pages 15-18).

The Nation's Johnson-O'Malley Program reserves the right to delay and/or deny any reimbursement on invoices if annual reports are not received within thirty (30) days of the due date on the approved forms or in a manner acceptable to the Nation.

XXIV. INSURANCE

The Subcontractor shall obtain public liability insurance pursuant to 25 CFR §273.46. Such insurance policies shall specifically include a provision stating the liability limits for:

1. Workers Compensation Insurance required by the Subcontractor's state law.
2. Landlord and tenant bodily injury liability insurance with limits of not less than \$50,000 for each person and \$500,000 for each accident.
3. Property damage liability insurance with limits of not less than \$25,000 for each accident.
4. Automobile bodily injury liability insurance with limits on personal injury liability of not less than \$50,000 for each and \$500,000 for each accident; and automobile property damage liability insurance with a limit of not less than \$5,000 for each accident.
5. Other insurance not specifically herein mentioned but which is required by applicable law, statutes or regulations shall also be included.

XXV. INDIRECT COST RATES

Allowable indirect costs shall be paid so long as the Subcontractor provides certification that the rate has been authorized and approved by the appropriate regulatory agency.

XXVI. SUPPLEMENTAL PARENTAL COST POLICY

The guidelines for educational support/ parental cost expenses shall be consistent with 25 C.F.R. Part §273, more specifically; the educational support/parental cost shall not exceed fifteen percent (15%) of the total budget. (Supplemental Parental Cost A Policy Guideline”)

XXVII. ADMINISTRATIVE COST LIMITATION

Administrative cost shall be reasonable and limited in any event to twenty-five percent (25%) of the total budget. When JOM funds are utilized to pay for less than one hundred percent (100%) Full Time Employees, then the Subcontractor shall maintain documents evidencing an allocation of time equal to that proportionate with salary attributed to JOM.

XXVIII. DE MINIMIS POLICY

When non-eligible students participate in the program, the monies expended on the program shall be prorated to cover only the eligible Indian students. An exception to this pro-rata requirement is when participation of non-eligible students is so incidental as to be de minimus level of services is not diminished or cost increased by such participation. Such de minimus participation must be approved by the Indian Education Committee pursuant to 25 C.F.R. §273.32. Further, special provisions such as additional materials or supplies; additional personnel; or concentrated attention to non-eligible students must not be made to accommodate them.

XXIX. GOVERNMENT FURNISHED PROPERTY

- A. The Nation will deliver to the Subcontractor the property described in the schedule and may, at its option, furnish other supplies or equipment as it may, from time to time, deem necessary or desirable for use in performing the work under this Subcontract. All property furnished by the Government, and property acquired through this Subcontract by the Subcontractor, title to which vests in the Government under this article, is subject to the provisions of this clause and is hereinafter collectively referred to as “Federal Government Property.” (Form JOM-08 GOVERNMENT EQUIPMENT LISTING)
- B. Subcontractor shall develop and maintain an accountable property management system. Assurances must be made by the Subcontractor to use of Government purchased property by only the eligible Native American students. Assurances shall be subject to verification by the JOM Central Office.
 - 1. All equipment procured with JOM funds shall be tagged by the Nation and maintained by the Subcontractor for proper accountability.
 - 2. Disposition/transfer of equipment procedures shall be determined by the Nation.
 - 3. An annual inventory shall be conducted jointly by the Nation and Subcontractor.
 - 4. All records will be maintained by the Subcontractor and the Nation.
 - 5. Government property shall be insured against damage or destruction of the property by theft, flood, fire, rain, windstorm, vandalism, snow, and tornado pursuant to 25 C.F.R. §273.44(b) (1).

XXX. GOVERNMENT SERVICES ADMINISTRATION (GSA) SERVICES

The Subcontractor is authorized to use General Services Administration (GSA) services. This should be requested through the Nation, in accordance with the Prime Contract and comply with the formal request procedure pursuant to 41 C.F.R. FPR 1-5.502.

XXXI. APPLICABLE REGULATIONS

This Subcontract is funded under Indian Self-Determination Act (P. L. 93-638, as amended, 25 U.S.C. §450, et seq.). There may be federal laws, regulations and Executive Orders that apply to this Subcontract that are not listed or otherwise specified in this agreement. The Subcontractor is responsible for identifying and ensuring compliance with these laws, regulations and Executive Orders.

A. *ACCESS RIGHTS TO INFORMATION RELATED TO JOM PROGRAMS*

The Subcontractor shall make all reports and information concerning the Subcontract available to those Indian people who are affected by this Subcontract except where disclosure may be withheld pursuant to 25 C.F.R. §273.49. All Subcontract-related information that can be disclosed shall be made available, single copy and free of charge, by the Subcontractor to Indian Education Committee member and the general public at their request.

B. *RIGHTS TO DATA*

The Subcontractor shall make available to the Nation student information concerning all students served by JOM programs pursuant to 25 C.F.R. §273.48. Such student information, in compliance with 25 C.F.R. §273.49 and §273.54, shall be provided by the Subcontractor, free of charge, upon request by the Nation. The Nation reserves the right to use this student information to meet its responsibilities as the Prime JOM Contractor and for purposes of monitoring, review, and compliance including for purposes of the Navajo Education Information System (NEIS).

The provisions of P.L. 86-895 are set forth in more detail in I.1.320 of the Federal Procurement Regulations (41 C.F.R.1-1) and are applicable to this Subcontract. As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or other graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are specified to be delivered under this Subcontract.

The term does not include financial reports, cost analysis, and similar information incidental to contract administration.

1. Nation's Rights. Subject only to provision (2) below, the Nation may use, duplicate or disclose for Nation's purposes, all subject data delivered under this Subcontract.
2. License to copyrighted data. In addition to the Nation's rights as provided in (1) above, with respect to any Subject Data which may be copyrighted, the Subcontractor agrees to and does hereby grant to the Nation a royalty-free, nonexclusive and irrevocable license to use or duplicate such data for government purposes provided that such license shall be only to the extent that Nation now has or prior to completion of final settlement of this Subcontract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

C. *NAVAJO/INDIAN PREFERENCE IN EMPLOYMENT ACT AND USE OF NAVAJO/ INDIAN BUSINESS PREFERENCE LAW CONCERNS*

In the performance of this Subcontract, the Subcontractor shall comply with the Navajo Preference in Employment Act (15 N.N.C. §601, et seq.) and the Navajo Nation Business Opportunity Act (5 N.N.C. §201, et seq.). If the Subcontractor is unable to fill employment openings after giving full consideration to Indians as required above, these employment openings may then be filled by other than Indians under the conditions set forth in the Equal Employment Opportunity Act.

The Subcontractor further agrees not to employ any person undergoing sentence of imprisonment except as provided for in P.L. 89-176, September 10, 1965 (18 U.S.C. §4082 (c) (2) and Executive Order 11755, December 29, 1973).

D. *BUY AMERICAN ACT*

The Buy American Act, 41 U.S.C. §10a-10d requires, with certain exceptions, that in the procurement of supplies and services, only domestic resources and products shall be acquired for public use. Questions concerning the Buy American Act and its applicability in specific circumstances should be directed to the Government.

E. ANTI-KICKBACK ACT

The Anti-Kickback Act governed by P.L. 86-895, September 02, 1960 41 U.S.C. §51-54, inter alias, prohibits the payment directly or indirectly, of any fee, gift, or gratuity to the Nation, or any officer, agency, partner or employee thereof as an inducement or acknowledgement for the award of a contract or order.

F. REHABILITATION ACT OF 1973

In the employment of the handicapped, the Subcontractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in any position for which the employee or applicant is qualified. The Subcontractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all practices such as the following: employment, upgrading, demotion or transfer recruitment or recruitment advertising, and selection for training, including apprenticeship.

G. APPLICABILITY

All other terms and conditions of the mature, Prime Contract No. AV18V00337 between the Bureau of Indian Education and the Navajo Nation and 25 C.F.R. Part 273 is applicable, binding upon the Subcontractor and incorporated herein by reference.

H. REPORTING CHILD ABUSE

The Subcontractor shall comply with 18 U.S.C. §1169 and report all incidents of child abuse or future incidents of child abuse. The Subcontractor shall also comply with 42 U.S.C. §3031 child abuse reporting requirements and 18 U.S.C. §2258 crimes involving sexual exploitation and other abuse of children. The Subcontractor shall also comply with 9 N.N.C. §1123 the duty to report child abuse and penalty for failure to do so.

I. BACKGROUND CHECKS

The Subcontractor shall perform background checks on all employees pursuant to 42 U.S.C. §13041 requirement for child care worker employee background checks and 25 U.S.C. §3207 requirement for child care worker employee character investigations.

J. DRUG-FREE WORKPLACE

The Subcontractor shall comply with provisions that ensure the maintenance of "Drug-Free Workplace Act of 1988." P.L. 100-690 TITLE V §5152 DRUG-FREE WORKPLACE REQUIREMENTS FOR FEDERAL CONTRACTORS for the performance of work done by the Subcontractor in connection with this Subcontract at which employees of the Subcontractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K. DEBARMENT AND SUSPENSION

The Subcontractor shall establish procedures for the effective use of the Excluded Parties Listing System (EPLS) for Federal procurement or non-procurement programs to assure that they do not award assistance to listed parties in violation of Executive Order 12549 and 29 C.F.R. Part 98, Section 98.510 Participants Responsibilities, and its application to the JOM Program. The authorized representative of the school district shall certify with appropriate signature on the "DEBARMENT, SUSPENSION, and ETC. CERTIFICATION" form and submit it to the Navajo Nation JOM Central Office. (Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions).

L. COPYWRITTEN MATERIALS

In the event that the Subcontractor develops, designs, or creates any materials; which may be copy-written, the owner of the copyright shall be the Nation. The Subcontractor shall have a non-exclusive, unrestricted license to make use of any materials so developed and distributed, provided that in the event of any sales of such materials the Subcontractor shall remit ten percent (10%) of the net proceeds of such sales to the Nation. Furthermore, any income derived from such sales; shall be used exclusively by the Subcontractor for purposes of this Subcontract.

M. SOVEREIGN IMMUNITY

Nothing herein shall be construed as a waiver of the Navajo Nation's sovereign immunity.

- N. NAVAJO NATION SALES TAX***
Six percent (6%) Navajo Nation sales tax, pursuant to 24 N.N.C. §620 et seq., shall apply to this Subcontract insofar as such tax is applicable.
- O. INDIAN SELF-DETERMINATION AND EDUCATIONAL ASSISTANCE ACT***
Public Law 93-638 Tribal Leaders have the sole authority for the Tribe in regard to exercising the self-determination authority.
- P. NAVAJO NATION CODE – TITLE 10 EDUCATION AMENDMENTS***
All provisions of the Title 10 Education Code apply to all Navajo Nation JOM Program subcontractors.

ATTACHMENT B

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



Johnson O'Malley Program
Department of Dine Education – Window Rock, AZ

May 3, 2022

Ms. Raphaelita Phillips, JOM Coordinator/Native American SSPD
CUBA INDEPENDENT SCHOOL
P.O. Box 70
Cuba, New Mexico 87013

Dear Ms. Phillips,

The purpose of this letter is to inform the school district that the Navajo Nation Johnson O'Malley Program has received the final Tribal Priority Allocation (TPA) distribution for SY 2022-2023 (FY July 01, 2022 – June 30, 2023) and the distribution is based on the total student count of **400** eligible Native American students.

Please submit the FY2022-2023 application proposal in the amount of **\$42,702.48**. The application proposal should be submitted to the JOM office in Window Rock, Arizona.

If you have any questions, please call our office at (928) 871-6678/7462 or via email elritaharvey@nndode.org.

Sincerely,

A handwritten signature in black ink that reads "Elrita Harvey".

Elrita Harvey
Senior Accountant

APPROVED:

A handwritten signature in black ink that reads "Suzette Haskie".

Suzette Haskie, Program Manager
NN JOM Program – Window Rock

Xc: Dr. Karen Sanchez-Griego, Superintendent
Cuba Independent School IEC Members
File



Department of Dine Education
Johnson-O'Malley Program
FINAL Certified Student Count
Fiscal Year 2022
(07/01/2022 - 06/30/2023)

No.	SUBCONTRACTORS	Certified Native Students	Modification 08 (Eight) Total Budget (WSU @ \$106.7562058)
1.	Aztec Municipal Schools	318	\$33,948.47
2.	Bloomfield Schools	850	\$90,742.77
3.	Cedar Unified School District	121	\$12,917.50
4.	Central Consolidated School District	4,207	\$449,123.36
5.	Chinle Unified School District	3,368	\$359,554.90
6.	Cuba Independent Schools	400	\$42,702.48
7.	Farmington Municipal Schools	3,551	\$379,091.29
8.	Flagstaff Unified School District	2,541	\$271,267.52
9.	Ganado Unified School District	1,169	\$124,798.00
10.	Holbrook Unified School District	1,168	\$124,691.25
11.	Jemez Mountain School District	43	\$4,590.52
12.	Joseph City Unified School District	97	\$10,355.35
13.	Kayenta Unified School District	1,459	\$155,757.30
14.	Magdalena Municipal Schools	92	\$9,821.57
15.	Navajo Preparatory Schools	253	\$27,009.32
16.	Page Unified School District	1,845	\$196,965.20
17.	Pinon Unified School District	917	\$97,895.44
18.	Red Mesa Unified School District	456	\$48,680.83
19.	San Juan School District	1,510	\$161,201.87
20.	Sanders Unified School District	534	\$57,007.81
21.	Shonto Preparatory School	74	\$7,899.96
22.	Snowflake Unified School District	161	\$17,187.75
23.	STAR School	89	\$9,501.30
24.	Tuba City Unified School District	1,420	\$151,593.81
25.	Window Rock Unified School District	1,636	\$174,653.15
26.	Winslow Unified School District	1,008	\$107,610.26
27.	Six Directions Indigenous School	54	\$5,764.84
28.	Hozho Academy	188	\$20,070.18
TOTAL:		29,529	\$3,152,404.00

ATTACHMENT C



THE NAVAJO NATION
 Department of Dine Education
JOHNSON-O'MALLEY PROGRAM
 P.O. Box 1950
 Window Rock, AZ 86515

PROPOSAL CHECK-OFF LIST

School District: Cuba Independent School District

Date Received: May 25, 2022

School Year: 2022-2023

PROPOSAL CHECK-OFF LIST (Initial & Date)		Attached	Missing	See Attached Note	Revision Needed	Pending
1.	Signature Authorization (4) Cover Sheets	✓	<i>BB</i>			
2.	JOM-01 Proposal Amount and ORIGINAL Signature from: (Superintendent & IEC Chairperson)	✓				
3.	JOM-02 Budget	✓				
4.	JOM-03 Personnel Listing	✓				
5.	JOM-04 IEC Membership Listing	✓				
6.	JOM-05 Needs Assessment	✓				
7.	JOM-05a Priority Listing	✓				
8.	JOM-05b Consolidated Budget	✓				
9.	JOM-06 Education Plans	✓				
10.	JOM-07 JOM Eligible Indian Enrollment	✓				
11.	JOM-08 Equipment Listing	✓				
12.	Local Parental/Educational Support Cost Policy	✓				
13.	Indirect Cost Rate Letter	✓				
14.	Local DeMinimus Policy	✓				
15.	Insurance Certificate (2) Liability & Workmen Comp.	✓				
16.	Job Description	✓				
17.	By-Laws	✓				
18.	Debarment, Suspension, Etc. Certification	✓				
19.	W-9	✓				
20.	DUNS Number	✓				

Johnson-O'Malley Program COMMENTS:

Admin - 6%, IEC - 14%, PC - 13% } of charges 6/3/22
Looks good! ASR 06/06/22



THE NAVAJO NATION
 Department of Dine Education
Johnson-O'Malley Program
 P.O. Box 1950
 Window Rock, Arizona 86515

RECEIVED
 MAY 25 2022
 JOHNSON-O'MALLEY
 PROGRAM

Check One: Subcontract Application Modification Budget Transfer

1. Subcontractor: Cuba Independent School District
2. Address: P.O. Box 70, Cuba
3. County: Sandoval 4. State/Zip Code: NM 87013
5. Project Director: Rhiannon Chavez 6. Email: rchavez@cuba.k12.nm.us
7. Telephone No.: 575-289-3211 8. Fax No.: 575-289-3314
9. Project Starting Date: July 1, 2022 Ending Date: June 30, 2023
10. Total Amount Requested: \$42,702.48 11. Number of Students Served: 400
12. Tribal Affiliation(s): Navajo
13. Date: 5/12/2022
 Superintendent/Executive Director
14. Date: 5/16/2022
 President, Indian Education Committee

STATEMENT OF ASSURANCE:

Cuba Independnet School District assures the Navajo Tribe that they shall provide supplemental services to meet the unique and specialized educational needs of eligible Johnson-O'Malley students, and shall comply with program requirements per 24 CFR § 273, other applicable state and federal statutes, and Navajo Nation policies and procedures.

JOHNSON-O'MALLEY PROPOSAL REVIEW

15. Signature: Date: 06/04/22
 JOM Senior Education Specialist
16. Signature: Date: 6/13/2022
 JOM Senior Accountant
17. Signature: Date: 06/06/2022
 Program Manager, Johnson-O'Malley Program
18. Signature: Date: 6/14/22
 Superintendent of School, Department of Dine Education



THE NAVAJO NATION
 Department of Dine Education
JOHNSON-O'MALLEY PROGRAM

PERSONNEL LISTING

1. Subcontractor: Cuba Independent School District

2. For Month or Pay Period Ending: _____

EMPLOYEE NO./NAME/TITLE	F.T.E.	BUDGET	THIS INVOICE	YEAR-TO-DATE	BALANCE
1. JOM Manager	0	0			
2. Bus Driver: Temporary Part-Time	0.02	\$ 740.82			
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
Sub-Total:		\$740.82			
199 Fringe Benefits:	%				
FICA:	%				
ERA:	%				
Insurance:	%				
Unemployment:	%				
Workmen's Compensation:	%				
GRAND TOTAL:		\$740.82			



THE NAVAJO NATION
Department of Dine Education
JOHNSON-O'MALLEY PROGRAM

INDIAN EDUCATION COMMITTEE MEMBERSHIP LISTING

NAME	TITLE	ADDRESS	CHAPTER/SCHOOL REPRESENTATIVE	LENGTH OF TERM (DATES: MM/DD/YY)
1. Carlotta (Kari) Toledo	Chairperson	HCR 79 Box 1207 Cuba, NM 87013	Cuba Middle School	09/20 to 09/24
2. Jewellyn Yazzie	Vice-Chairperson	PO Box 1413, Cuba, NM 87013	Cuba Elementary School	07/21 to 07/25
3. Tina Chavez	Member	PO Box 1382	Cuba High School	01/22 to 01/26
4.				
5.				
6.				
7.				
8.				

CONSOLIDATED INDIAN EDUCATION COMMITTEES

- Does the subcontract's Governing Board serve as the JOM Indian Education Committee? If yes, please include justification below as well as a description of how parents of Indian students are involved in the planning, development, implementation, and evaluation of all JOM programs. **Check "Yes" or "No"**
 Yes No

If the answer to question #1 is "Yes" stop here. If the answer is "no" go to questions #2 & #3.
- Are JOM Indian Education Committee members also serving as members of other subcontractor Title program committees under a consolidated organization plan? **Check "Yes" or "No"**
 Title I: Improving Basic Programs: Yes No
 Title III: English Language Acquisition: Yes No
 Title VII: Impact Aid: Yes No
- Are all IEC members elected from among the parents (including persons acting in loco parentis except school administrators or officials) of eligible Indian students enrolled in the Navajo Nation JOM Program subcontractor school/school district? [25 CFR 273.15 (a)(1)]. **Check "Yes" or "No"**
 Yes No



THE NAVAJO NATION
Department of Dine Education
JOHNSON-O'MALLEY PROGRAM

NEEDS ASSESSMENT

DIRECTIONS: Describe the method by which the annual needs assessment was conducted. Include the method of assessment (*number of surveys/questionnaires sent out/returned*), priority ranking, and how the Indian Education Committee was involved in this process.

The needs assessment for the Johnson O'Malley program is an ongoing process. The Indian Education Committee (IEC) meets monthly, on the 1st Monday of the month, to discuss the various aspects of the JOM program, such as budget, transportation, student services, professional development, attendance, education programs and other related issues. These meetings are conducted by the IEC Chairman and JOM Manager.

At the IEC meetings, the Indian Education Director/JOM Manager provides monthly updates on the following items: all federally-funded programs; finances; test data; activities involving Native American Students; training involving Teachers, Educational Assistants and IEC members; and demographic data. The IEC and Director also invite other school personnel, such as Youth Mentors, Business Manager and Elementary, Mid and High School Principals, to present at the IEC meetings.

In addition to the information presented and discussed at the IEC meetings, the IEC members also receive input from parents, students, teachers and principals through various means. The JOM Manager connects with community members by providing a monthly update at Chapter House meetings and contacting parents in each Chapter House community. In addition, the JOM Manager distributes surveys to parents, students and teachers in order to obtain additional input on student needs.

Please refer to attached Elementary, Mid and High School Parent and Student Needs Assessment Survey Results.

+ FILTER + COMPARE + SHOW

'20-21

No rules applied

Rules allow you to FILTER, COMPARE and SHOW results to see trends and patterns.

Learn more

COLLECT RESPONSES → ANALYZE RESULTS → PRESENT RESULTS

RESPONDENTS: 108 of 108

QUESTION SUMMARIES

INSIGHTS AND DATA TRENDS

INDIVIDUAL RESPONSES

ADD TO DASHBOARD SAVE AS

Full Access



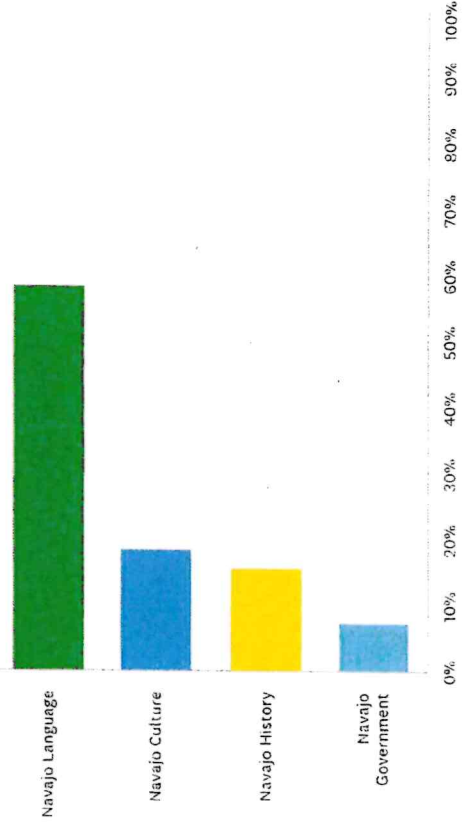
Page 1

Q1

Customize Save as

Which of the following subjects do you consider most important for your child?

Answered: 108 Skipped: 0



RULES 0

+ FILTER + COMPARE + SHOW

No rules applied 0

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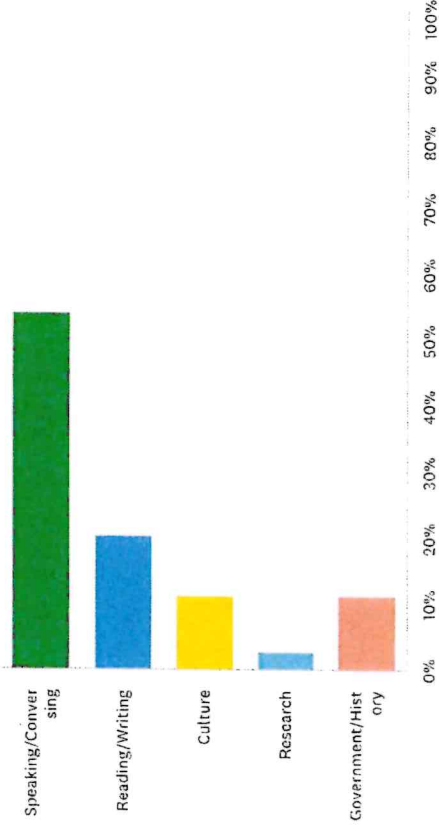
[Learn more](#)

ANSWER CHOICES	RESPONSES
Navajo Language	58.33% 63
Navajo Culture	18.52% 20
Navajo History	15.74% 17
Navajo Government	7.41% 8
TOTAL	108

Q2 Customize Save as

What aspect of Navajo language class do you feel is most important?

Answered: 107 Skipped: 1



ANSWER CHOICES

- Speaking/Conversing 54.21% 58
- Reading/Writing 20.56% 22
- Culture 11.21% 12

ANSWER CHOICES

- Research 7.41% 8
- Government/History 7.41% 8

TOTAL
107

11.21%

107



RULES



+ FILTER

+ COMPARE

+ SHOW



No rules applied



Rules allow you to **FILTER, COMPARE** and **SHOW** results to see trends and patterns.



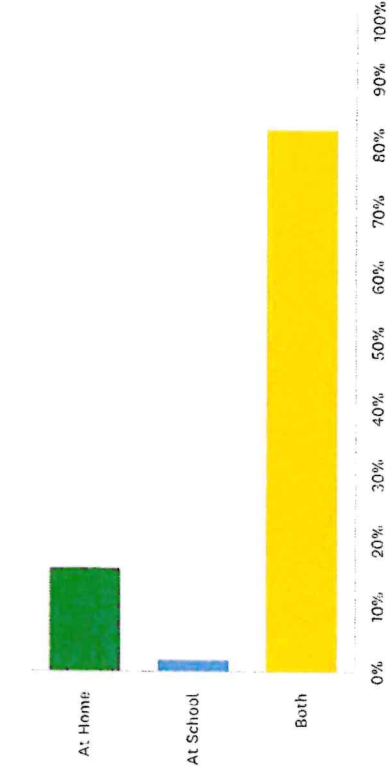
Learn more »

Q3

Customize Save as

Where do you believe language learning should occur?

Answered: 108 Skipped: 0



ANSWER CHOICES

RESPONSES

At Home

15.74%

17

At School

1.85%

2

Both

82.41%

89

TOTAL

108

Q4

Customize Save as

A portion of Johnson O'Malley funds are reserved for our students. What do you feel our students are most in need of? (Please choose 2)

RULES

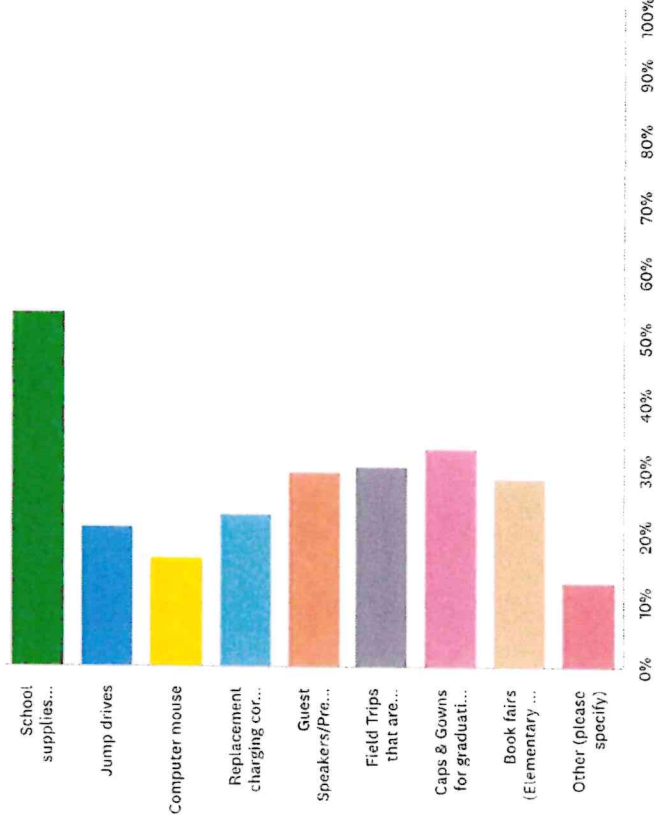
Answered: 108 Skipped: 0

+ FILTER + COMPARE + SHOW

No rules applied

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ANSWER CHOICES

ANSWER CHOICES	RESPONSES
School supplies (paper, pen, pencil, binders, etc...)	58
Jump drives	23
Computer mouse	18
Replacement charging cords for computers	25
Guest Speakers/Presenters on Navajo Language & Culture	32
Field Trips that are culturally relevant to Navajo Language & Culture	33
Caps & Gowns for graduating seniors (High School)	36
Book fairs (Elementary & Middle School)	31
Other (please specify)	14

Total Respondents: 108



RULES



Q5



+ FILTER + COMPARE + SHOW



Customize

Save as



No rules applied

Would you be interested in any of the following community outreach events?

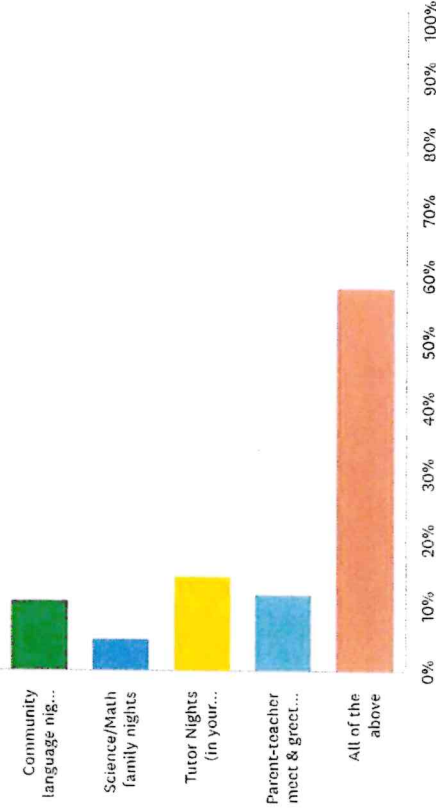


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Answered: 103 Skipped: 5



Learn more



ANSWER CHOICES

ANSWER CHOICES	RESPONSES
Community language nights (in your community)	11
Science/Math family nights	5
Tutor Nights (in your community)	15
Parent-teacher meet & greets (in your communities)	12
All of the above	60
TOTAL	103

Q6



Customize

Save



RULES

+ FILTER + COMPARE + SHOW

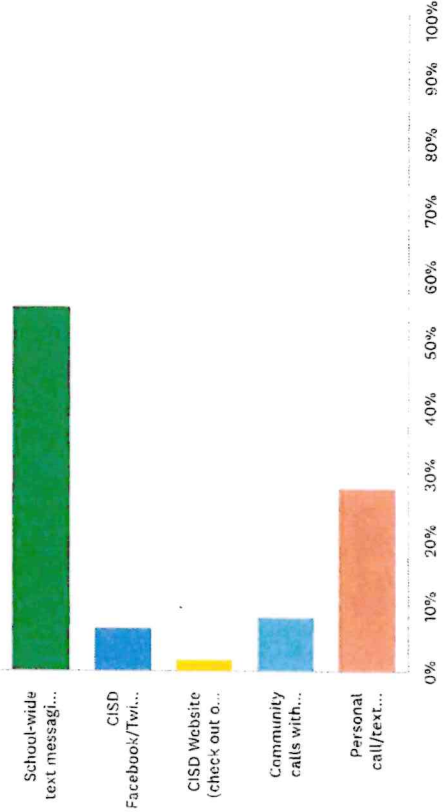
No rules applied

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We value parent/community involvement but often have trouble reaching our CISD family. Which of the following modes of communication works best for you?

Answered: 107 Skipped: 1



ANSWER CHOICES

ANSWER CHOICES	RESPONSES
School-wide text messaging service	59
CISD Facebook/Twitter page	7
CISD Website (check out our Federal Programs/Indian Education webpage)	2
Community calls with Superintendent/other CISD staff	9
Personal call/text message from CISD staff (please make sure your phone number is updated)	30
TOTAL	107

Q7

Customize Save as

Would you be interested in being contacted by our Indian Ed/Indigenous Ed staff in the future to help with community events for input on certain matters/surveys?

RULES

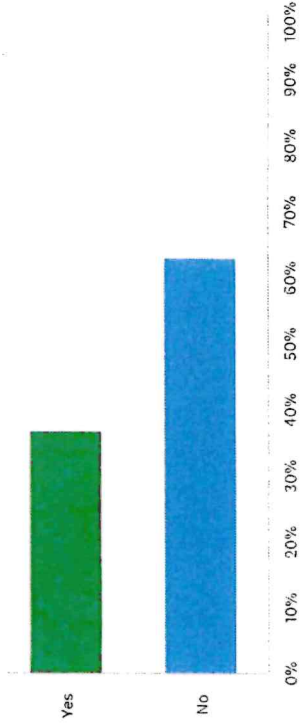
ANSWERED: 106 SKIPPED: 2

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ANSWER CHOICES

- Yes 39
- No 67

TOTAL 106

Comments (32)

RESPONSES

- 36.79%
- 63.21%

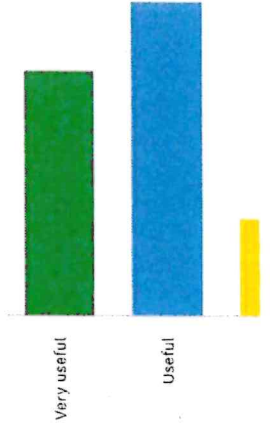
106

Q8

Customize Save as

How useful do you think surveys are in helping CISD make positive changes for your student?

ANSWERED: 107 SKIPPED: 1





RULES



+ FILTER

+ COMPARE

+ SHOW



No rules applied



Rules allow you to FILTER, COMPARE and SHOW results to see trends and patterns.



Learn more >



ANSWER CHOICES

- Very useful
- Useful
- Not very useful

RESPONSES

Response	Percentage	Count
Very useful	37.38%	40
Useful	47.66%	51
Not very useful	14.95%	16
TOTAL		107

Q9

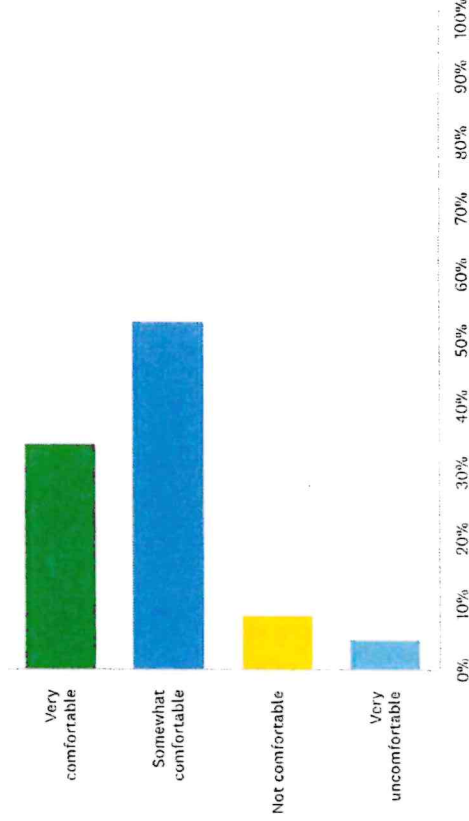


Customize

Save as

Do you feel comfortable approaching CISD staff with any questions/concerns you have regarding your child's education?

Answered: 108 Skipped: 0



RULES + FILTER + COMPARE + SHOW + SHOW

No rules applied

Rules allow you to FILTER, COMPARE and SHOW results to see trends and patterns.

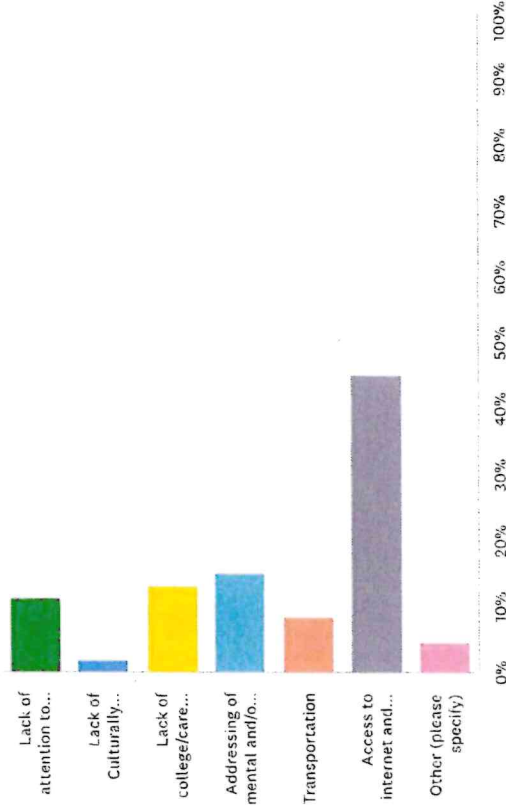
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ANSWER CHOICES	RESPONSES
Very comfortable	34.26% 37
Somewhat comfortable	52.78% 57
Not comfortable	6.33% 9
Very uncomfortable	4.63% 5
TOTAL	108

Q10 Customize Save as

What do you feel is a major issues that young people face in your community that might keep them from succeeding in school?

Answered: 106 Skipped: 2



ANSWER CHOICES

- Lack of attention to culture and language (in school)
- Lack of culturally relevant education (that promotes Native values)

	106
TOTAL	106
Lack of college/career preparation	13.21%
Addressing of mental and/or emotional health in your community	15.09%
Transportation	8.49%
Access to internet and other technology	45.28%
Other (please specify)	4.72%
TOTAL	106

RULES

+ FILTER + COMPARE + SHOW

No rules applied

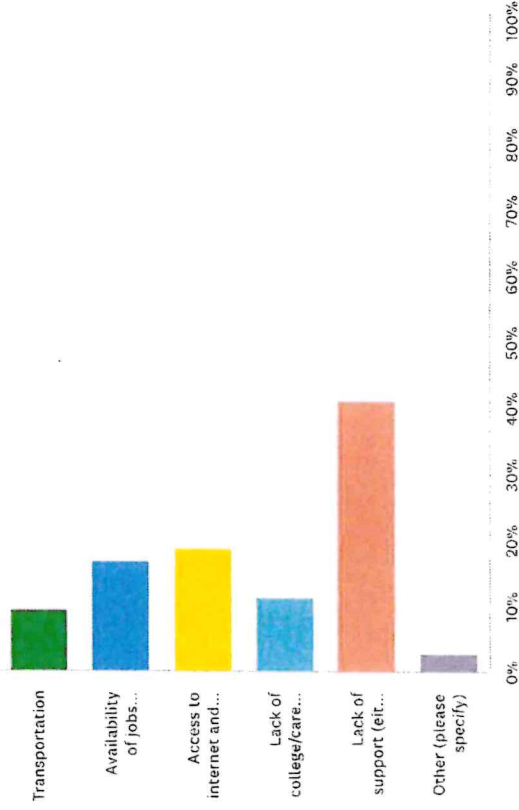
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Learn more »

Q11 Customize Save as

What do you feel is a major issues that young people face in your community that might keep them from succeeding after high school?

Answered: 107 Skipped: 1



ANSWER CHOICES

Transportation 10

ANSWER CHOICES 9.35%



RULES



+ FILTER

+ COMPARE

+ SHOW



No rules applied



Rules allow you to FILTER, COMPARE and SHOW results to see trends and patterns.



Learn more



▼ TOTAL	16.82%	18
▼ Availability of jobs opportunities in your community	18.69%	20
▼ Access to internet and other technology	11.21%	12
▼ Lack of college/career preparation	41.12%	44
▼ Lack of support (either at home or from community, financially, or emotionally)	2.80%	3
▼ Other (please specify)		
TOTAL		107

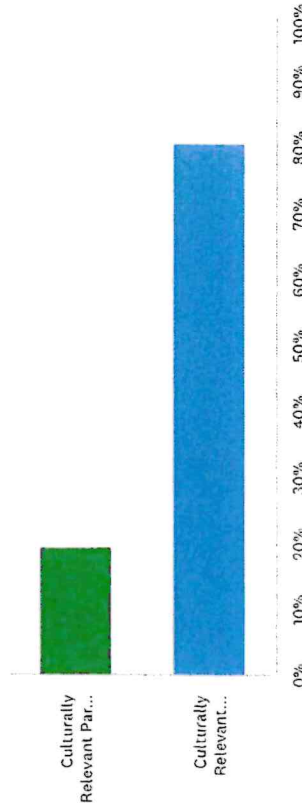
Responses

customize Save as

Q12

Do you think CISD would benefit from any of the following to help support our Native American students?

Answered: 108 Skipped: 0



ANSWER CHOICES

▼ Culturally Relevant Parent Groups	19.44%	21
▼ Culturally Relevant Mentor Groups within the school	80.56%	87
TOTAL		108

RESPONSES

Q13

customize Save a

If so, would you be interested in participating in these groups?



RULES



Answered: 106 Skipped: 2

+ FILTER + COMPARE + SHOW



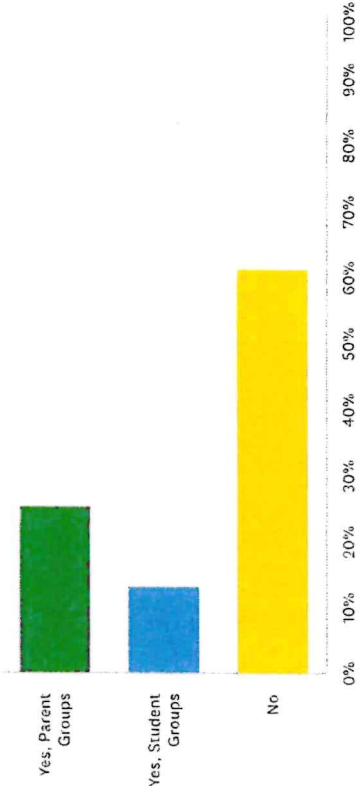
No rules applied



Rules allow you to FILTER, COMPARE and SHOW results to see trends and patterns.



Learn more »



ANSWER CHOICES

Yes, Parent Groups

RESPONSES

27

Yes, Student Groups

13.21%

14

NO

61.32%

65

TOTAL

106

Comments (16)

Q14



Customize

Save as ▾

During COVID-19, how comfortable are you sending your child back to school?

Answered: 108 Skipped: 0



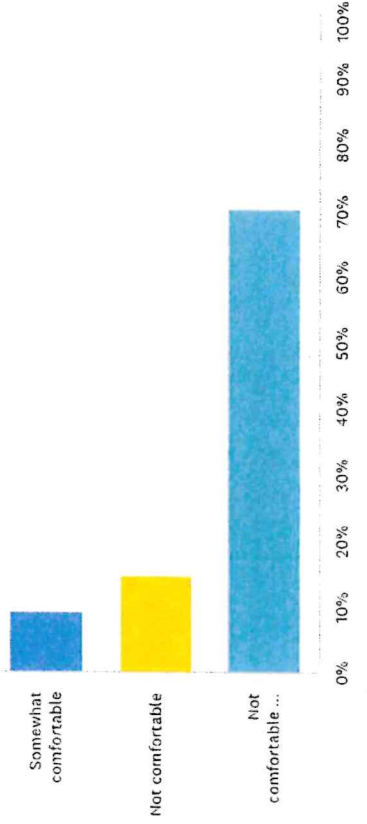
RULES

+ FILTER **+ COMPARE** **+ SHOW**

No rules applied

Rules allow you to **FILTER, COMPARE** and **SHOW** results to see trends and patterns.

[Learn more](#)



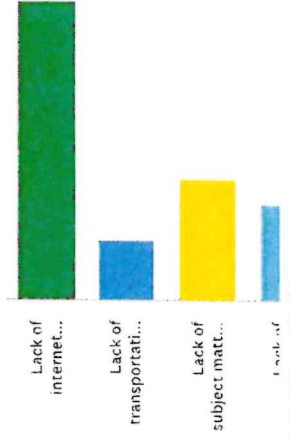
ANSWER CHOICES	RESPONSES
Very comfortable	5.56%
Somewhat comfortable	9.26%
Not comfortable	14.81%
Not comfortable at all	70.37%
TOTAL	108

Q15

Customize **Save as**

During COVID-19, what is your biggest concern or difficulty with remote learning?

Answered: 108 Skipped: 0



RULES ?
 + FILTER + COMPARE + SHOW
 No rules applied ?

Rules allow you to **FILTER, COMPARE** and **SHOW** results to see trends and patterns.

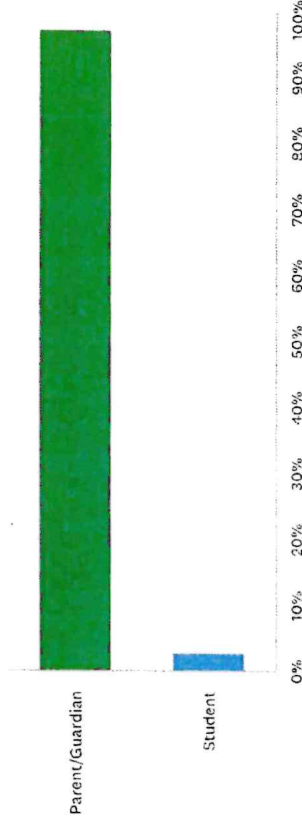
[Learn more](#)

ANSWER CHOICES	RESPONSES
<ul style="list-style-type: none"> Lack of internet connection 	49 45.37%
<ul style="list-style-type: none"> Lack of transportation to available internet connection 	10 9.26%
<ul style="list-style-type: none"> Lack of subject matter knowledge to help my child 	20 18.52%
<ul style="list-style-type: none"> Lack of support from teachers/school staff 	16 14.81%
<ul style="list-style-type: none"> Other (please specify) 	13 12.04%
TOTAL	108

Q16

I am a:

Answered: 107 Skipped: 1



Faculty/Student

TOTAL 107

Student 3

2.80%

TOTAL 107



RULES



+ FILTER

+ COMPARE

+ SHOW



No rules applied



Rules allow you to FILTER, COMPARE and SHOW results to see trends and patterns.



Learn more



Q17

Save as

Other suggestions/concerns

Answered: 53 Skipped: 55

RESPONSES (53) WORD CLOUD TAGS (0)



Filter: by tag

Search responses

Showing 53 responses

No comment

8/28/2020 2:53 PM

View respondent's answers Add tags

N/A

8/20/2020 5:55 PM

View respondent's answers Add tags

Try to treat each student individually and not lump them into one group. They all have unique needs and concerns.

8/20/2020 5:03 PM

View respondent's answers Add tags

More needs to be done to support our Native students that live on the reservation as far as wifi and hotspots.

8/19/2020 10:28 AM

View respondent's answers Add tags





RULES



+ FILTER

+ COMPARE

+ SHOW



No rules applied



Rules allow you to **FILTER, COMPARE** and **SHOW** results to see trends and patterns.



Learn more »





THE NAVAJO NATION
 Department of Dine Education
JOHNSON-O'MALLEY PROGRAM
 P.O. Box 1950
 Window Rock, AZ 86515

PRIORITY LISTING

PRIORITY LISTING		LEA CONSOLIDATED SUPPLEMENTARY FUNDING SOURCES & AMOUNT							
Priority needs & number of Indian students demonstrating those needs		JOM Funds	TITLE I Improving Basic Programs	TITLE II Supporting Effective Instruction	TITLE III English Language Acquisition	TITLE IV Student Support & Academic Enrichment Grant	TITLE V Rural & Low Income School Program	TITLE VI Indian Education Grants	TITLE VII Impact Aid
1.	Navajo Oral Language	X						X	X
2.	School Supplies	X	X					X	X
3.	Caps & Gowns for graduating seniors	X							
4.	Field Trips that are culturally relevant to Navajo Language & Culture	X							
5.	Guest Speakers/Presenters on Navajo Language & Culture	X							
6.	Book Fairs	X							
7.	Replacement of computer charging cords	X							
8.	Jump Drives	X							
9.	Computer Mouse	X							

INSTRUCTIONS FOR COMPLETION OF FORM JOM-05A.

- In the Priority Listing column above, list the special and unique educational needs of Indian children in priority order as determined by the required needs assessment AND the number of Indian students demonstrating those needs.
(Priority Listing Scale: #1-Highest priority to #10-lowest priority)
- Please check appropriate supplementary funding source.
- Describe how JOM funds supplement but do not supplant or duplicate the services provided by other funding sources where JOM funds coordinate with other resources under LEAS's program consolidation plans.

(Attach an additional sheet of paper for description)



THE NAVAJO NATION
Department of Dine Education
JOHNSON-O'MALLEY PROGRAM

CONSOLIDATED BUDGET

Account No.	DESCRIPTIONS	Johnson-O'Malley Sub-contract	TITLE I Improving Basic Programs	TITLE II Supporting Effective Instruction	TITLE III English Language Acquisition	TITLE IV Student Support & Academic Enrichment Grant	TITLE V Rural & Low Income School Program	TITLE VI Indian Education Grants	TITLE VII Impact Aid
100	Personnel	\$ 740.82	\$ 106,324.00						\$ 27,716.00
199	Fringe Benefits		\$ 7,584.00						\$ 7,460.00
202	Administrative Travel	\$ 1,852.05							
204	Liaison Travel								
210	IEC Mileage/Stipend	\$ 6,105.37							
215	Student Activities	\$ 5,000.00							
301	Administrative Supplies	\$ 806.85							
311	Indian Educ. Committee	\$ 300.00							
312	Instructional Supplies	\$ 16,841.23							
315	Gas/Oil/Lube								
401	Equipment Rental								
404	Building/Office Space								
407	Telephone								
501	Consultant Fees								
502	Consultant Expense	\$ 1,500.00							
503	In-Service Training JOM								
520	Parental Cost	\$ 5,556.16							
521	In-Service Training IEC								
531	Indirect Cost								
601	Equipment Repair								
608	Vehicle Repair								
701	Minor Equipment	\$ 4,000.00							
702	Major Equipment								
TOTAL BUDGET:		\$ 42,702.48	\$ 113,908.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,176.00



THE NAVAJO NATION
Department of Dine Education
JOHNSON-O'MALLEY PROGRAM

COST LIMITATIONS:

- ◆ Administration @ 25%
- ◆ IEC @ 15%
- ◆ Parental Cost @ 15%

EDUCATION PLAN

1. Component No. & Title:

I. Diné Language and Culture Program

2. Total Amount Budgeted for tl \$ 8,420.62

3a. Grade(s) Served: K-12

3b. Number of Eligible Students Ser 400

4. Needs Statement:

Due to the COVID crisis, Diné Language Assessment Testing was suspended during SY 2019-2020, SY 2020-2021, and SY 2021-2022. Results for SY 2018-2019 are listed below. Based on these test results, Cuba Schools Native American students continue to struggle with recapturing their language. The Indian Education Committee hopes to strengthen the Diné Language Program by continuing to provide supplemental academic materials, outreach to parents, academic/cultural field trips for students, and contracting individuals who can motivate Native American students.

GRADE	NON-PROFICIENT		LIMITED		FLUENT		TOTALS
	# of Students	%	# of Students	%	# of Students	%	
K	25	100.00%	0	0.00%	0	0.00%	25
1	19	100.00%	0	0.00%	0	0.00%	19
2	19	86.36%	3	13.64%	0	0.00%	22
3	8	100.00%	0	0.00%	0	0.00%	8
4	13	92.86%	1	7.14%	0	0.00%	14
5	14	73.68%	5	26.32%	0	0.00%	19
Elem School Totals	98	91.59%	9	8.41%	0	0.00%	107
6	11	61.11%	7	38.89%	0	0.00%	18
7	13	65.00%	7	35.00%	0	0.00%	20
8	8	50.00%	8	50.00%	0	0.00%	16
Mid School Totals	32	59.26%	22	40.74%	0	0.00%	54
9	18	62.07%	11	37.93%	0	0.00%	29
10	23	65.71%	12	34.29%	0	0.00%	35
11	7	43.75%	9	56.25%	0	0.00%	16
12	6	50.00%	6	50.00%	0	0.00%	12
High School Totals	54	58.70%	38	41.30%	0	0.00%	92
TOTALS	184	72.73%	69	27.27%	0	0.00%	253

- 5. Goal(s):**
To increase the Navajo language (Navajo speaking ability) and awareness of the Navajo Culture for Native American Students enrolled in the Cuba Independent School district.
- 6. Objective(s):**
- 6.1 By the end of SY 2022-2023, at least 3% of the Full Academic Year (FAY) Native American students in the Navajo language classes will be nearing orally Fluent or Fluent in the Diné language as measured by the Diné Language Assessment.
 - 6.2 By the end of SY 2022-2023, at least 75% of the Full Academic Year (FAY) Native American students in all three categories (Non-Proficient, Limited, Fluent) will increase their Diné Language speaking skills by 3% as measured by the Diné Language Assessment.
- Full Academic Year (FAY) students are defined as all students in grades K-12 who attended CISD schools for both school semesters.

(Attach Job Description(s) For Salaried Personnel)		
Implementation Design	Evaluation Design	Budget Breakdown
<p>1. Navajo Language/Culture/Government instructors, content area teachers and IEC members will review and identify supplemental instructional materials that focus on (Dine) Navajo Culture/ History/Government and support for Navajo students in content area classrooms, reading, music, etc.</p> <p>2. Navajo Language/Culture/Government instructors/content area teachers (Proficient Navajo language instructor preferred) will purchase supplemental academic instructional materials for use in Navajo Language and content area classrooms to enhance students' oral and written skills in Navajo language development and skills in the content areas, reading, music, etc.</p> <p>3. JOM funds will provide additional support for direct instruction in Native American cultural and activities that promote Native American students' success pursuant to the Cuba District's Educational Plan for Student Success (EPSS) that focuses on Dine Literacy (Reading, Writing, and Oral Language Development), as well as support in meeting EPSS goals in the content areas, reading, music, etc.</p>	<p>Principals will review Diné Language Assessment results with Diné Language teachers to ensure expectations are met.</p> <p>Principals and Diné Language teachers will share non-confidential Navajo student data from the district Diné Language Assessment with the JOM Manager, IEC members and Chapter officials.</p> <p>The data will be used to drive instruction in the Navajo language classes, content area classes, reading, music, etc.</p> <p>For example, anonymous individual student pre- and post-test scores will be analyzed and shared with the IEC to determine student growth in the Diné language, content areas, reading, music, etc.</p>	<p>312-Academic Instructional Materials \$ 8,420.62 and Supplies</p> <p>Supplemental Academic Instructional supplies/materials for the Navajo Language classrooms;</p> <p>Supplemental Academic Instructional supplies/materials for Native American students in content area classrooms, reading, music, etc.</p> <p>Supplemental Academic Instructional supplies/materials for Native American students in the school libraries and book fairs.</p> <p>Adequate funding will be apportioned for addressing the instructional needs of Native American students.</p>

\$ 8,420.62



THE NAVAJO NATION
Department of Dine Education
JOHNSON-O'MALLEY PROGRAM

COST LIMITATIONS:

- ◆ Administration @ 25%
- ◆ IEC @ 15%
- ◆ Parental Cost @ 15%

EDUCATION PLAN

1. Component No. & Title: II. Indian Education Committee	2. Total Amount Budgeted for this Compo	\$ 6,405.37
	3a Grade(s) Served:	K-12
	3b Number of Eligible Students Served:	400

4. Needs Statement:

Due to the extensive area served by the Cuba Independent School District (CISD), and the rural nature of much of this area, Native American parents often have difficulties connecting with the CISD staff. They often do not have transportation to visit their children's schools or with Central Office administration. This limits their ability to provide input, attend functions and to learn about the CISD. Also, many parents speak primarily Diné and feel

5. Goal(s):

To increase Native American parents' input, participation and/or the knowledge of education pertinent for the effective operations of the Indian Education Committee (IEC) and Johnson O'Malley (JOM) Program

6. Objective(s):

During SY 2022-2023, the IEC will host periodic meetings to disseminate student educational information at Chapter Houses or other appropriate locations that will promote understanding among parents, community members, Cuba Independent School District (CISD) Staff/Administration, and the relationship between JOM and the CISD.

Implementation Design	Evaluation Design	Budget Breakdown
<p>1. IEC members will host meetings to promote collaboration between home and school to ensure student's progress and success.</p> <p>2. IEC members will attend conferences/workshops to expand knowledge about JOM activities. IEC members will attend training available through JOM or the Cuba Independent School District.</p> <p>3. IEC member will visit Navajo Language/Culture and Government classrooms to observe implementation of the JOM Program.</p> <p>4. The Cuba Independent School JOM Director will schedule and conduct IEC meetings as determined by IEC Chairman.</p> <p>5. IEC members will report on JOM conferences and workshop information. All documentation will be submitted and kept on file (Travel vouchers, conference/workshop agendas, etc.)</p> <p>6. The JOM Manager and/or IEC member(s) will submit written reports on IEC activities to the Chapter Presidents for dissemination at Chapter meetings.</p> <p>7. The JOM Manager and IEC members will conduct and update needs assessments surveys which will shape the development of the CISD JOM Program.</p>	<p>The JOM Manager will evaluate the effectiveness of these meetings based on the number of meetings held and parent responses to surveys regarding the effectiveness of the meetings, including content, location, dates and times of meetings.</p> <p>IEC members will support parent participation and topic documentation, including translating for other parents and or teacher translators.</p> <p>The Cuba Independent School District JOM Clerk will keep copies of all documentation such as:</p> <p>Copies of agendas, conference participation lists, minutes, parent and student surveys and recommendations for program activities.</p>	<p>210-IEC Stipend & Mileage* \$ 6,105.37</p> <p>(5) IEC member X \$75.00 per meeting X 8 regular meetings.</p> <p>IEC members can claim mileage for JOM trainings and JOM conferences that are not held in the Cuba Independent School District. IEC members will be reimbursed for meals.</p> <p>Accommodations (i.e., Hotel) will be paid directly from this line item when IEC members attend JOM meetings and conferences in accordance to the CISD travel policies.</p> <p>311-Supplies/Materials \$ 300.00</p> <p>Indian Education Committee*</p> <p>Supplies and materials needed for IEC members to fulfill their duties at meetings, workshops, etc.</p> <p>*Maximum Allowed for Line Items 210 + 311= 15% of Total JOM Budget</p> <p>\$6,405.37</p>



THE NAVAJO NATION
Department of Dine Education
JOHNSON-O'MALLEY PROGRAM

COST LIMITATIONS:
 ♦ Administration @ 25%
 ♦ IEC @ 15%
 ♦ Parental Cost @ 15%

EDUCATION PLAN

1. Component No. & Title:

III. Support Services

2. Total Amount Budgeted for this Co \$ 25,217.59

3a. Grade(s) Served: K-12
 3b. Number of Eligible Students Served: 400

4. Needs Statement:

Cuba Elementary, Middle and High School implement Title I schoolwide programs. A large majority of the Native American students who attend these schools come to the Cuba Independent School District from low income households and are on some type of state or federal assistance. This results in students not having access to optical services and school supplies, as well as not being able to afford fees for vocational classes or caps and gowns for graduation. These factors also contribute to low academic achievement.

5. Goal(s):

- 5.1 100% of our students increase reading levels (move towards proficiency but supported by growth model).
- 5.2 School Culture and Learning represents the diversity of the students attending CISD.
- 5.3 Strong Partnerships with surrounding community entities (economic related and all feeder schools).
- 5.4 100% of our students will be College and Career Ready (Pipeline from Pre-k thru 12th grades).

6. Objective(s):

During SY 2022-2023, the IEC will provide support to Native American students enrolled in CISD in the form of instructional materials and supplies, optical expenses, student field trips, caps and gowns, vocational classes fees in support of their achieving the following objectives:

6.1 Academic Growth

- ☑ Reading: 100% of students will show academic growth in reading as measured by Galileo results between beginning of year (BOY) and midyear (MOY).
- ☑ Math: 100% of students will show academic growth in math as measured by the Galileo results between BOY and MOY.

6.2 Grade level Proficiency - Reading

- ☑ 25% of students will SHOW PROFICIENCY at grade level or higher in READING, as measured as by Galileo results between BOY and MOY.

6.3 Grade level Proficiency - Math

- ☑ 20% of students will SHOW PROFICIENCY at grade level or higher in MATH, as measured by Galileo results between BOY and MOY.

Implementation Design	Evaluation Design	Budget Breakdown
<p>1. Eligibility: In order to receive this support, Native American students grades Pre-K through 12th must have a CIB number on file.</p> <p>2. Instructional Materials and Supplies: Identification of instructional materials and supplies will occur by the beginning of SY 2021-2022 based on Teacher input and the CISD teacher basic school supply list. Inventories will be kept by the JOM Manager. Dissemination of instructional materials and supplies will be orchestrated by the Federal Programs Administrative Assistant. Instructional materials and supplies will be distributed at the beginning of the school year and/or beginning of the second semester as needed.</p> <p>3. Support Services (Parental Costs): Identification of needed support services will occur in collaboration with teachers, principals, school counselors, parents and students to determine the following student needs:</p> <ul style="list-style-type: none"> • Student Optical Expenses: Procurement local educational agency policies will be followed. • Caps and Gowns: for eligible graduating Native American students that have met the graduation requirements. • Fees: pertaining to classroom projects, assessment fees, vocational project fees for 9th - 12th grades, etc. <p>4. Student Activities (Field Trips): The JOM Manager will meet with Navajo Language Teachers to identify/arrange field trips for students, supervised by Navajo Language Teachers and other chaperones. Bus drivers will be part time/temp employees.</p> <p>5. Contractual Services: JOM Manager will meet with Central Office administration, school principals and Navajo Language Teachers to identify contractual service providers who can meet the needs of Native American students, as well as to assist in identifying possible funding sources.</p> <p>6. Minor equipment: Native American students K-12 will be assisted with needs of technology repairs based off need determined by principals and JOM Manager.</p>	<p>A parent/student evaluation form will be disseminated to students, parents, teachers, school counselors, principals and administration to determine the effectiveness of this implementation design for providing these resources to the Native American elementary, middle and high school students.</p> <p>Evaluation forms, PARCC results and other relevant data will be analyzed by the IEC for assessing effectiveness of the program implementation.</p> <p>Student Participation Lists will be maintained to document participation in all field trips.</p> <p>In order to measure the effectiveness of field trips, teachers and students will complete and submit evaluation forms that focus on the impact of the field trips and activities. In order to allow students to continue to succeed in their</p>	<p>312-Instructional Supplies The purchase of basic school supplies for eligible Native American students Pre-K through 12th grade. Vocational and Culinary Arts teachers will provide a list of eligible Native American students' fees to the JOM Manager for payment. (Total \$8,420.61)</p> <p>520-Parental Costs Native American Students who are identified by eye care professionals to have the greatest need will be given priority services from the JOM fund, provided their out-of-pocket expense exceeds insurance coverage. Documentation will be maintained for eyewear and school supply purchases. (Total \$5,556.16)</p> <p>215-Student Activities Students will attend field trips designed to expand their horizons and deepen their understanding and experience with the Navajo language and culture. Students will be allocated \$7.00 per meal per student and chaperone, which will include breakfast, lunch, dinner. (Total \$5,000)</p> <p>101-Salaries Field Trips: Bus drivers will be paid \$17.00 per hour when transporting students to activities allowed by the IEC committee. (Total \$740.82)</p> <p>501-Contractual Fees CISD will contract with Native American motivational speakers to speak to the student body. The focus will be to improve awareness of the CISD Native American population and motivate students study, do well in school, complete their high school diploma and continue onto post-secondary institutions and careers.</p> <p>3 Motivational Speakers X \$500 per speaker = \$1,500</p> <p>701- Minor Equipment JOM Manager will provide funding to CISD Technology Department to purchase parts and equipment to repair technology devices. (Total \$4,000)</p>
		<p>\$ 8,420.61</p> <p>\$ 5,556.16</p> <p>\$ 5,000.00</p> <p>\$ 740.82</p> <p>\$ 1,500.00</p> <p>\$ 4,000.00</p> <p>\$ 25,217.59</p>



THE NAVAJO NATION
Department of Dine Education
JOHNSON-O'MALLEY PROGRAM

COST LIMITATIONS:
 ♦ Administration @ 25%
 ♦ IEC @ 15%
 ♦ Parental Cost @ 15%

EDUCATION PLAN

1. **Component No. & Title:**
 IV Administration

2. **Total Amount Budgeted for this Compo** \$ 2,658.90

3a **Grade(s) Served:** K-12

3b **Number of Eligible Students Served:** 400

4. **Needs Statement:**

In order to successfully implement Components I, II and III, collaboration needs to be developed and implemented among the Subcontractor, JOM IEC members, parents and communities.

5. **Goal(s):**

To increase collaboration among the Subcontractor, JOM IEC members, parents and communities.

6. **Objective(s):**

During SY 2022-2023, the JOM Manager will perform the following tasks: attend all JOM/IEC meetings as evidenced by sign-in sheets; 2) Complete and disseminate JOM monthly and annual reports in a timely manner as evidenced by JOM monitoring reports; 3) attend meetings, conferences, in-services, and/or workshops to enhance knowledge of the JOM program as evidenced by registration/sign in at conferences; The full JOM Manager Job

Implementation Design	Evaluation Design	Budget Breakdown
<p>During SY 2022-2023, the JOM Manager will perform the following tasks:</p> <ul style="list-style-type: none"> • 1) attend all JOM/IEC meetings as evidenced by sign-in sheets; • 2) Complete and disseminate JOM monthly and annual reports in a timely manner as evidenced by JOM monitoring reports; • 3) attend meetings, conferences, in-services, and/or 	<p>The IEC will evaluate the effectiveness of these collaborative efforts based on:</p> <ul style="list-style-type: none"> • the number and effectiveness of JOM/IEC meetings attended; • quality and effectiveness contents and dissemination process of reports; 	<p>202-Travel/Per Diem Administrative</p> <p>Travel and training for the JOM Program Manager to attend JOM trainings and conferences.</p> <p>Meals at \$7.00 per meal, reimbursement for Hotel accommodations if needed.</p> <p>Hotel Accommodations at the government rate of approximately \$89.00 per night.</p> <p>301 Supplies/Materials Administrative</p> <p>Supplies for the JOM Manager needed to facilitate the IEC meetings, trainings, etc.</p> <p style="text-align: right;">\$ 1,852.05</p>
		<p style="text-align: right;">\$ 806.85</p>
		<p style="text-align: right;">\$ 2,658.90</p>



THE NAVAJO NATION
 Department of Dine Education
JOHNSON-O'MALLEY PROGRAM

JOM ELIGIBLE NATIVE AMERICAN ENROLLMENT

Please report the eligible JOM Native American student enrollment as of the **40th Day**, or closest Subcontractor official student count date.

Subcontractor: _____ Cuba Independent School District

Subcontractor's Native Student Enrollment: _____ 400

Grade School	Pre	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
1. Cuba Elementary School	10	20	18	28	28	24	27							
2. Cuba Middle School								30	32	30				
3. Cuba High School											44	40	36	33
4.														
5.														
6.														
7.														
8.														
9.														
10.														
11.														
12.														
13.														
14.														
15.														
TOTAL:	10	20	18	28	28	24	27	30	32	30	44	40	36	33

GRAND TOTAL: 400

 Signature: Superintendent/Executive Director

 5/13/2022
 Date

 Signature: Indian Education Committee President

 5/12/2022
 Date

Eligible JOM Native American students who are from age three to grade twelve and are one-quarter (1/4) or more degree Indian blood shall be eligible for benefits provided by a contract pursuant to the Navajo Nation Johnson-O'Malley Program and 25 CFR § 273.12 "Eligible Student".



THE NAVAJO NATION
Department of Dine Education
JOHNSON-O'MALLEY PROGRAM

GOVERNMENT EQUIPMENT LISTING

No.	BIA IDENTIFICATION NO	EQUIPMENT (Description)	SEIAL NO. OR MODEL NO.	LOCATION (Specify the School & Classroom No.)
1.	3768	HP Compaq 6730b	CNU0094FCQ	Federal Building-JOM computer cabinet
2.	3769	HP Compaq 6730b	CNU0094FHZQ	Federal Building-JOM computer cabinet
3.	3770	HP Compaq 6730b	CNU0094HK8	Federal Building-JOM computer cabinet
4.	3771	HP Compaq 6730b	CNU0094DLK	Federal Building-JOM computer cabinet
5.	3772	HP Compaq 6730b	CNU0094HWN	Federal Building-JOM computer cabinet
6.	3773	HP Compaq 6730b	CNU0094HTO	Federal Building-JOM computer cabinet
7.	3722	HP Compaq 6730b	CNU929674X	Federal Building-JOM computer cabinet
8.	446	HP Mini 5103 w/charge	CNU1211ZGT(11831)	Federal Building-JOM computer cabinet
9.	447	HP Mini 5103 w/charge	CNU1211WB5(11827)	Federal Building-JOM computer cabinet
10.	448	HP Mini 5103 w/charge	CNU1212BFX(11826)	Federal Building-JOM computer cabinet
11.	449	HP Mini 5103 w/charge	CNU1211TY7(11825)	Federal Building-JOM computer cabinet
12.	450	HP Mini 5103 w/charge	CNU1211WB5(11820)	Federal Building-JOM computer cabinet
13.	451	HP Mini 5103 w/charge	CNU1211ZFG(11828)	Federal Building-JOM computer cabinet
14.	452	HP Mini 5103 w/charge	CNU1211WGK(11821)	Federal Building-JOM computer cabinet
15.	453	HP Mini 5103 w/charge	CNU1211WRI(11830)	Federal Building-JOM computer cabinet
16.	454	HP Mini 5103 w/charge	CNU1212BC9(11829)	Federal Building-JOM computer cabinet
17.	455	HP Mini 5103 w/charge	CNU12121G5(11823)	Federal Building-JOM computer cabinet
18.	456	HP Mini 5103 w/charge	CNU1212IHO(11824)	Federal Building-JOM computer cabinet
19.	10921	HP Pro Windows 250 G5	CND71602PH	Room 172@ High School - Navajo Class
20.	10922	HP Pro Windows 250 G5	CND7153PQN	Room 172@ High School - Navajo Class
21.	10923	HP Pro Windows 250 G5	CND7160MM4	Room 172@ High School - Navajo Class
22.	10924	HP Pro Windows 250 G5	CND71601B0	Room 172@ High School - Navajo Class
23.	10925	HP Pro Windows 250 G5	CND7153N7W	Checked out to IEC Secretary – 9/6/17
24.				
25.				



THE NAVAJO NATION

Department of Dine Education

JOHNSON-O'MALLEY PROGRAM

SUPPLEMENTAL PARENTAL COST A POLICY GUIDELINE/SAMPLE

The guidelines for parental cost expenses shall be consistent with **25 CFR § 273**. The Johnson-O'Malley Program administration encourages the Indian Education Committee to prioritize all parental cost/educational support items.

Parental cost expenses are those expenditures directly benefiting the eligible Indian students in his/her classroom and other school-related activities which a parent or guidance ordinarily would be expected to pay. The amount of funds allocated to a Parental Cost line item should be reasonable and necessary. **It shall not exceed fifteen percent (15%) of the total cost budget.**

Allowable Parental Cost Items

Classroom fees and consumable supplies: Lab fees (science), art supplies and fees, consumable vocational education supplies and fees (home economics, drawing, welding, auto mechanics); band instrument rentals and supplies; test fees (SAT, PSAT, ACT) one-time only; supplemental materials for specialized classes, such as: bilingual, remedial, gifted, and Native American culture; consumable personal supplies, e.g., pencils, pens, erasers, papers, notebooks, etc.; items needed for required academic courses, such as: physical and vocational education classes; student fees, such as: lectures, class projects, assemblies, book/science fairs; academic achievement recognition and meals/lodging for academically-related student travel; and Graduation cap and gown.

Unallowable Parental Cost Items

Recreational activities; girls/boys scout camps; personal clothing; extra-curriculum activities, e.g., spectators (activity cards); legal fees; medical expenses; student pictures; annual books; invitation cards; receptions and banquets for extra-curriculum activities; and student insurance.

Emergency Parental Costs

Eyeglasses may be purchased with JOM funds for eligible Indian students through JOM education plans supported by a "Parental Cost Eyeglasses Policy" and current written justification* from the local Indian Health Unit that the U.S. Public Health Service doesn't have funds available for eyeglasses.

**NOTE: The U.S. Public Health Service is obligated by law to provide any health-related services and items for eligible Indian students.*

Class Field Trips

Class field trips expenses of an educational nature are allowable when the Indian Education Committee determines that field trip expenses are supplementary to the basic public school program, **and that individual field trip expenses shall not exceed the JOM program's per capita rate.**

A handwritten signature in black ink, appearing to read "D.L.B.".



THE NAVAJO NATION

Department of Diné Education

JOHNSON-O'MALLEY PROGRAM
CUBA INDEPENDENT SCHOOL DISTRICT
2022-2023

CERTIFICATE OF INDIRECT COSTS

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and the best of my knowledge and behalf:

- (1) All costs included in this application on *June 30, 2022* to establish bill or final indirect costs rate for *July 01, 2022* through *June 30, 2023* are allowable in accordance with the requirements of the Federal award to which they apply and 2 CFR part 225, Cost Principles for the State, Local and Indian Tribal Government (OMB Circular A-87). Unallowable costs have been adjusted for allocating costs as indicated in the cost allocation plan.
- (2) All cost included in this application are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expense incurred and the agreements to which they allocated in accordance with applicable requirements. Further, the costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of cost have been accounted for consistently and Federal Government will be notified of any account changes that would affect the predetermined rate.

I declare the foregoing is true and correct:

Signature: 

Name of Official: Dr. Karen Sanchez-Griego

Title: Superintendent

Date of Execution: 5/17/2022



THE NAVAJO NATION

Department of Diné Education

JOHNSON-O'MALLEY PROGRAM
CUBA INDEPENDENT SCHOOL DISTRICT
2021-2022

DE MINIMUS POLICY

In accordance with section 273.32 Pro rata requirement:

All monies provided by a contract pursuant to this part, shall be expended only for the benefit of eligible Indian students. Where students other than eligible Indian students participate in programs contracted under this part, money expended under such contract shall be prorated to cover the participation of only the eligible Indian students, EXCEPT where the participation of non-eligible students is so incidental as to be De Minimus. Such De Minimum participation must be approved by the Indian Education Committee.

Certification:

We, hereby certify that the foregoing policy was duly considered by the Cuba Independent School District Indian Education Committee at a duly called meeting in Cuba, New Mexico, at which a quorum was present and that same was passed by a vote of 3 in favor, 0 opposed, and 0 abstaining, this 8th day of September, 2021.

Signature: Chairperson
JOM – Indian Education Committee

Signature: Superintendent
Cuba Independent School District

9/8/2021

Date

9/8/2021

Date

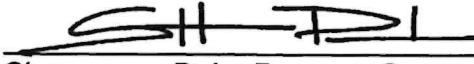
THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



M E M O R A N D U M

TO : Elrita Harvey, Senior Accountant
NN JOM Program – Window Rock
Department of Dine Education

FROM : 
Shawnevan Dale, Program Supervisor II
Risk Management Program

DATE : December 3, 2021

SUBJECT : **Insurance Review – Cuba Independent Schools**

Our office is in receipt of the above referenced review of Insurance Requirements. Review focused primarily on the certificate of insurance and proposal documents provided. After further review, the Risk Management Program has the following comments:

1. The Navajo Nation should require the following minimum insurance requirements:
 - a. Commercial General Liability coverage, ISO CG 0001 Form or equivalent with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate;
 - b. Auto Liability minimum limit of \$1,000,000 per accident and should include non-owned autos;
 - c. Workers' Compensation coverage with statutory benefits and Employers Liability coverage with minimum limits of \$1,000,000/\$1,000,000/\$1,000,000.
 - d. **The Navajo Nation shall be named as additional insured for general and auto liability coverages only.**

2. The Contractor **does meet** the minimum insurance requirements set forth by the Risk Management Program.

If you have any questions, please feel free to contact me at extension 6335.

cc: Arita M. Yazzie, Advocate, Department of Justice





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Avenue Woodland Hills, CA 91367	CONTACT NAME: Risk Services
	PHONE (A/C, No, Ext): (800) 578-8802 FAX (A/C, No): (818) 449-9449 E-MAIL ADDRESS: rservices@pomsassoc.com
INSURED New Mexico Public Schools Insurance Authority Member: A List Is Attached 4110 Old Taos Highway Santa Fe, NM 87501	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : New Mexico Public Schools Insurance Authority N/A
	INSURER B : Safety National
	INSURER C :
	INSURER D :
	INSURER E :
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Owners Contractors Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			MOC NO L0025	07/01/2022	07/01/2023	EACH OCCURRENCE \$ Tort Limit
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Tort Limit
							MED EXP (Any one person) \$ Tort Limit
							PERSONAL & ADV INJURY \$ Tort Limit
							GENERAL AGGREGATE \$ Tort Limit
							PRODUCTS - COMP/OP AGG \$ Tort Limit
							Maximum Liability \$ 1,050,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MOC NO. L0025	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ Tort Limit
							BODILY INJURY (Per person) \$ Tort Limit
							BODILY INJURY (Per accident) \$ Tort Limit
							PROPERTY DAMAGE (Per accident) \$ Tort Limit
							Maximum Liability \$ 1,050,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE
							AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		SP406664	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
			N/A				E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
							Each Occurrence
							Maximum Liability

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. Cert Holder is additional insured if required by written contract. General Liability Retention=\$750K. Auto Liability Retention=\$750K. Work Comp Retention=\$1M.
 Re: Johnson O'Malley Program. General Liability limit: \$1,000,000/occ, \$2,000,000 agg; Auto liability limit: \$1,000,000 per accident including non-owned autos. Waiver of subrogation in favor of General and Auto Liability.

CERTIFICATE HOLDER

Navajo Nation
 PO Box 1690
 Window Rock, AZ 86515

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
 AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Poms & Associates Insurance Brokers		NAMED INSURED New Mexico Public Schools Insurance Authority	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: _____ FORM TITLE: : Notes

Summary of New Mexico Tort Claims Act Section 41-4-19:
Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability Products and Completed Operations Professional Liability Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
\$400,000 Bodily Injury Per Person
\$200,000 Property Damage Per Property Address
\$300,000 Medical
\$750,000 Per Occurrence
\$1,050,000 Combined Limit/Maximum Liability

Member List: Central Consolidated School District #22, Bloomfield School District, Gallup-McKinley County Public Schools, Magdalena Municipal Schools, Cuba Independent Schools, Dream Dine' Charter School, Aztec Municipal Schools, Farmington Municipal Schools, Jemez Mountain Public Schools, and Six Directions Indigenous School.

GENERAL AND AUTOMOBILE LIABILITY

Within the Limit of Liability defined in Section V, “We” will pay “Damages” on “Your” behalf and to include as an additional insured the person(s) or organization(s) shown in the schedule below:

Name of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Navajo Nation	PO Box 1690 Window Rock, AZ 86515

SECTION VI – LIABILITY DEDUCTIBLE SCHEDULE

NMPSIA's Self-Insured Retention for Liability

Coverage	Member Deductible	Terms
Deductible applies to State Tort Claims Act Limits Section 41-4-19 or as amended, Out of State, Federal and Sovereign Nations Coverage, and Sexual Molestation or Sexual Abuse	\$ 0	\$200,000 Property Damage per property address \$300,000 Medical Expenses \$400,000 Bodily Injury, Personal Injury Per Person \$750,000 Per Occurrence
Back Pay Deductible	\$ 2,500	0 to 25
Each Member is assigned	\$ 5,000	026 to 250
a deductible based on your	\$ 30,000	251 to 500
Full Time Employee (FTE) Count	\$ 50,000	501 and Up
Front Pay Deductible	\$ 2,500	0 to 25
Each Member is assigned	\$ 5,000	026 to 250
a deductible based on your	\$ 30,000	251 to 500
Full Time Employee (FTE) Count	\$ 50,000	501 and Up



CUBA INDEPENDENT SCHOOLS JOHNSON O'MALLEY INDIAN EDUCATION COMMITTEE

JOM Manager Responsibilities

- Assist in conducting an initial need assessment to determine the special educational and culturally related needs of eligible Native American students.
- Assist in prioritizing educational needs of eligible Native American students by providing appropriate student data.
- Develop the official JOM program application on an annual basis in collaboration with IEC members
- Submit to the Dine Department of Education, the official JOM program application on an annual basis pursuant to application requests
- Work with local Indian Education Committee (IEC) in developing projects to meet the specific academic needs of all eligible Native American students
- Maintain copies of all financial transactions, program files, and student data
- Submit all program purchase requisitions to IEC for approval prior to processing
- Oversee the daily operations of approved JOM program application for eligible Native American students
- Provide supervision of daily office management for JOM programs
- Assist with the hiring and supervision of potential JOM program staff
- Attend all JOM scheduled meetings
- Submit written reports to IEC members during regularly scheduled meetings
- Assist IEC Secretary with agenda and minutes
- Conduct/attend JOM orientations, workshops, and trainings for IEC members
- Give public notice to all parents, guardians, and/or persons acting in loco parentis of Native American students attending the Cuba Independent School District when annual IEC elections are being held
- Assist in the recruitment of JOM IEC members



CUBA INDEPENDENT SCHOOLS JOHNSON O'MALLEY INDIAN EDUCATION COMMITTEE

JOM INDIAN EDUCATION COMMITTEE BY-LAWS

ARTICLE I Name

Section 1.01. Name

The name of the organization shall be the Cuba Independent School District Johnson O'Malley Indian Education Committee, hereinafter, IEC.

ARTICLE II Purpose

Section 2.01. Purpose

The IEC has been established for the planning, operation, and appraisal of the Johnson O'Malley (JOM) program within the Cuba Independent School District.

ARTICLE III Membership

Section 3.01. Membership Criteria and Term

The IEC membership shall consist of three (3) members. One (1) parent of a currently enrolled Native American student within the Cuba Independent School District shall be elected from each CISD school as follows: one (1) parent from Cuba Elementary School; one (1) parent from Cuba Middle School; one (1) parent from Cuba High School. The IEC member from each school must have a child who is enrolled in the school being represented. Each member shall serve a term of four (4) years and on staggered terms.

A member is defined as "any person" who is a parent or legal guardian of the Native American student currently enrolled in the Cuba Independent School District served by the JOM program. An IEC member employed with CISD shall submit a conflict of interest waiver signed by their supervisor.

Section 3.02. IEC End of Term Vacancy

A vacancy on the IEC created by the end of an IEC member's term shall be filled by the JOM Manager sending a written notice of the vacancy to the principal of each respective school in the Cuba Independent School District (CISD) and posted on the CISD website, social media and text messaging outreaches,



CUBA INDEPENDENT SCHOOLS JOHNSON O'MALLEY INDIAN EDUCATION COMMITTEE

and/or on the marquee. Any person interested in serving on the IEC shall be required to submit a "Letter of Interest" to the JOM Manager and the IEC president on or before the date specified.

The IEC member, whose term has ended, is eligible to immediately run again for the IEC. The IEC member must follow the same procedures as all other candidates in order to be included in the list of candidates.

All applicants must meet the membership requirements explained in Section 3.01 Membership Criteria.

Upon receiving the "Letter(s) of Interest," a list of candidates will be created by the JOM Manager, who will implement election procedures in collaboration with the school superintendent to fill the vacancy.

Any person elected to serve on the IEC shall be required to undergo and pass a thorough background and character reference check. The background and reference check shall be conducted by HR, with results given to the JOM Manager, CISD superintendent, and IEC members for review and consideration.

Section 3.03. IEC Vacancy (Removal or Resignation)

In the event an IEC member resigns or is removed, a successor shall be appointed in collaboration with the school principals and JOM Manager to serve the remaining term of the vacant position as per the appointment procedures currently in place at the time of resignation or removal.

All removal proceedings shall be initiated by a majority vote of the IEC members. A member may be removed from the IEC for any of the following reasons:

A member has missed three (3) consecutive meetings, regular or special, without a bonafide (medical, family, professional, etc...) excuse or who has failed to notify the IEC of their intentions.

The member no longer meets the criteria for membership as prescribed herein.

The member no longer desires to serve on the IEC and so indicates by submitting his/her resignation in writing to the Chairperson.

Conviction of a crime against a child and/or children.

Conviction of a felony which involves a direct conflict with the member's ability to represent the IEC's interest and integrity.



CUBA INDEPENDENT SCHOOLS JOHNSON O'MALLEY INDIAN EDUCATION COMMITTEE

Section 3.04. Election of Officers

Any IEC member may run for any of the IEC Officer positions. IEC members can nominate themselves or can be nominated by another IEC member. IEC officers shall consist of a Chairperson, Vice-Chairperson and Secretary. The Officers shall be elected for among fellow members and serve a term of three (3) years.

Section 3.05. Duties and Responsibilities of Officers

IEC officers shall be subject to the control of the entire IEC with the following duties and responsibilities:

Chairperson:

- Prepares IEC agendas in collaboration with the membership
- Presides over all IEC meetings
- Determines if a quorum is present
- Calls meetings to order
- Maintains the decorum of all meetings
- Determines and call Special Meetings as deemed necessary
- Entertains motions, calls for the vote and announces the outcome
- Signs official IEC documents, drafts and other related correspondence
- Serves as the official spokesperson for the IEC regarding JOM activities
- Votes only in the event of a tie
- Carries out decisions of the IEC as directed
- Consults with members regarding official IEC business
- Allows members to speak freely in IEC matters during meetings
- Recommends and appoints the establishment of sub-committees
- Communicates with tribal, local, state, & federal agencies as necessary
- Maintains positive relations on behalf of the JOM program

Vice-Chairman:

- Assumes the role of the Chairperson in their absence
- Assumes duties/responsibilities assigned by the Chairperson/members
- Assists the Chairperson and Secretary with all IEC related activities
- May co-sign official documents as deemed necessary

Secretary:

- Assumes the role of the Vice-Chairperson in their absence
- Keeps an accurate recording of all duly called meetings



CUBA INDEPENDENT SCHOOLS JOHNSON O'MALLEY INDIAN EDUCATION COMMITTEE

Prepares, disseminates and presents meeting minutes
Assists in the preparation of meeting agendas
Maintains a current mailing list and phone numbers of all IEC members
Verifies attendance at least twenty-four (24) hours prior to a meeting
Notifies members of the time, date, and place of all meetings
Assists with scheduling all travel for conferences, workshops, etc.
In his/her absence the membership may appoint a Secretary pro temp
May co-sign official documents as deemed necessary

ARTICLE IV Powers of IEC

Section 4.01. General Powers

In accordance with P.L. 93-638, Part II and with the Rules and Regulations of Part 273, Johnson O'Malley Act, as found in 25CRF, revised in 1993, powers of the IEC shall include, but may not be limited to:

Participate, in collaboration with the district-wide Parent Advisory Committee, in the planning, development, implementation and evaluation of the JOM program and any of its subsidiaries.
Recommend curricula, text materials and teaching methods to be used in the JOM program.
Approve and monitor the JOM budget and its administration.
Recommend qualifications for the hiring of JOM staff.
Recommend qualified JOM instructional and support staff.
Evaluate program results including test scores and other relevant data of Native American students and recommend action, if necessary.
Review and approve program components to be contracted.
Recommend to the JOM director, through the appropriate contracting officer, the cancellation or suspension of a contract(s) under the JOM program.
Develop criteria for the appointment to the IEC.
Select members to the IEC.
Oversee all affairs of the Cuba Independent School District JOM program.
Evaluate all JOM program components through on-site observation and input from parents. Also through classroom visits.
Participate in negotiations concerning all JOM contracts.
Conduct annual assessments of Native American student progress.



CUBA INDEPENDENT SCHOOLS JOHNSON O'MALLEY INDIAN EDUCATION COMMITTEE

Review all reports, surveys, evaluations, test, and other JOM program documents which may affect the educational needs of Native American students.

Solicits and receive public input relative to the JOM program educational plan for Native American students.

Meet regularly with the JOM program staff serving Native American students within the Cuba Independent School District.

Conduct IEC meetings on a scheduled basis as stated herein.

Vote on all matters affecting the overall interest of the JOM program.

Conduct Executive sessions on matters of a sensitive nature.

Preventing nepotism among employees within their oversight responsibility.

Section 4.02. Limitations of Power

No individual member shall have the authority to make decisions or speak on behalf of the IEC except where the Chairperson, by direction or a majority vote of the IEC, may be allowed. This limitation shall extend to members who may act collectively but without authorization of the IEC. Members acting contrary to this provision shall be held accountable for their actions and subject to necessary and appropriate action by the IEC. More specifically, IEC members shall refrain from:

- Engaging in activities resulting in a conflict between their personal interest and the best interest of the students and the JOM program. For the purpose of these Bylaws, a conflict of interest is defined as "An IEC member shall not have any direct pecuniary interest in a contract with the school district, nor shall an IEC member furnish directly any labor, equipment or supplies to the District. In the event an IEC member is employed by a corporation or business or has a secondary interest in a corporation or business which furnishes goods and services to the District, the IEC member shall declare his/her interest and refrain from debating and voting upon the question of contracting with the company. It is not the intent of this policy to prevent the District from contracting with corporations or businesses because an IEC member may be an employee of the firm. This policy is designed to prevent placing an IEC member in a position where his/her interest in the public schools and his/her interest in his/her place of employment might conflict and to avoid any appearance of conflict of interest even though such conflict may not exist.

NEPOTISM



CUBA INDEPENDENT SCHOOLS JOHNSON O'MALLEY INDIAN EDUCATION COMMITTEE

The IEC shall not initially employ or approve the initial employment in any capacity of a person who is the spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law of a member of the IEC. Nothing in this section of this policy shall prohibit the continued employment of such a person employed on or before March 1, 1981. This will not be construed as necessitating the resignation of any employee should a member of his/her immediate family, as noted, is elected to the IEC.

Abuse of position through undue influence toward any fellow IEC member, parent(s) of staff member(s) of the Cuba Independent School District.

Soliciting favors, gifts or other consideration from fellow IEC members, parents, employees of person doing or looking to do business with the Cuba Independent School District.

Using or converting JOM funds or property for personal use or gain.

Becoming involved in daily school activities which results in a disruption of the educational services (micro-management).

Becoming biased in disputes involving school staff members and their respective supervisors or circumventing established procedures for resolving such disputes.

Displaying preferential treatment or favoritism to any group(s) or person(s).

Misusing JOM funds and/or property.

Section 5.01. Schedule of Meetings

IEC meetings shall be held on the *first Monday* of every month unless otherwise agreed by the IEC, and at a location to be determined. All Regular and Special meetings shall be open to the general public to include, but not limited to, the parents and staff of the Cuba Independent School District.

Section 5.02. Number of Meetings

The IEC shall convene 8 regular meetings during the course of regular school year. In addition to the Regular Meetings, a Special Meetings and Working Session will be optional when necessary. Special Meeting shall address limited and urgent business as needed. It shall be the responsibility of the IEC Secretary to notify each member of established times, dates, and places. In addition to the Regular Meetings IEC members, depending on the availability of funds, may participate in workshops/conferences to enhance information specific to roles



CUBA INDEPENDENT SCHOOLS JOHNSON O'MALLEY INDIAN EDUCATION COMMITTEE

and responsibilities of Indian Education Committee members during the year, which will be the Annual Navajo Nation JOM Conference. IEC members may also attend NMPED sponsored events as well as out-of-state events. Requests for IEC members to attend out-of-state events are approved by the CISD Superintendent.

Section 5.03. Attendance and Representation

Persons selected to serve on the IEC shall have the responsibility to attend all Regular and Special Meetings while representing the best interest of Native American students in its respective communities. Members are required to provide minutes of each IEC meeting to their respective Chapters/Communities regarding IEC and JOM program activities. Therefore, compensation shall not be allowed. Pursuant to Section V of these Bylaws, any member who misses three (3) consecutive meetings, Regular or Special, without a legitimate reason may be removed from the IEC by a majority vote of the IEC.

Section 5.04. Quorum

A quorum of the IEC shall consist of a majority of the three (3) members. Under no circumstances shall the IEC conduct official business with less than a quorum. Any business conducted in the absence of a quorum shall cause all decisions to be invalid and subject to challenge.

Section 5.05. Order of Business

Meetings shall be conducted pursuant to established Parliamentary Rules and Procedures for the conduct of IEC meetings. The procedures will be as follows:

- Call the meeting to order and roll call.
- Recognize guests and visiting officials.
- Review, amend and approve the agenda and minutes.
- Reports- Student/Teacher Report/Presentation, JOM Report, IEC Executive Board Reports, JOM Budget Report, Title VII Reports, Superintendent Report, Indian Education Program Reports.
- Old Business- (not addressed at the meeting)
- New Business- (business arising after posting of agenda)
- Announcements.
- Set next meeting time, date and place.
- Adjourn.

Section 5.06. Voting



CUBA INDEPENDENT SCHOOLS JOHNSON O'MALLEY INDIAN EDUCATION COMMITTEE

There shall be no proxy vote, however an IEC member participating in a teleconference will be allowed to cast a vote which will constitute a legit vote. A majority of the members shall present shall be allowed only one vote on an affirmative issue to pass. The Chairperson shall vote only in the event of a tie. The secretary shall record all votes into the official minutes. Only votes of **IN FAVOR, OPPOSED, or ABSTAINED** shall be casted. Before a vote is taken, the Chairperson shall allow debate or discussion on the issue. Members who have a conflict of interest in the matter shall be required to recuse themselves from any discussion and voting.

Section 5.07. Teleconference Meeting Participation

Members of the IEC may participate in a meeting, including voting, through the use of conference telephone or similar communications equipment, so long as members participating in such meeting can hear one another.

Section 5.08. Meeting Compensations

Each IEC member shall receive a stipend of seventy-five dollars (\$75.00) for each meeting they are in attendance. Mileage reimbursements will be paid in accordance to the CISD travel policies. Mileage shall be calculated from the member's residence to the location of the meeting and back. In order to receive the full stipend amount a member must be in attendance for at least three-fourths (75%) of the meeting. Members who arrive late or depart early from a meeting shall be paid only for the time they are present by calculating payment to the nearest quarter they were present. Approved agenda and sign in sheet from the current meeting should be attached.

Section 5.09. Trainings, Workshops, Regional Meetings, Conferences and Out-of State Events

Members who are approved and scheduled to attend trainings, workshops, regional meetings, conferences or out-of-state events are required to participate in all sessions throughout the scheduled approved activity. Members who fail to meet this requirement shall reimburse the program for the time they did not attend which may include lodging, meals and fees. Conduct of this nature may result in disapproval to attend future workshops or conferences. In addition, original receipts for all travel to workshops or conferences shall be required for reimbursements (i.e. meals receipts). The spouse of an IEC member can substitute for an IEC member in attending trainings, workshops, regional meetings, conferences or out-of-state events. The spouse will receive the same



CUBA INDEPENDENT SCHOOLS JOHNSON O'MALLEY INDIAN EDUCATION COMMITTEE

reimbursement as the IEC member. If both the IEC member and the spouse attend, however, only the IEC member will be reimbursed. Requests for IEC members to attend out-of-state events are approved by the CISD Superintendent.

Section 5.10. Subcommittees

The Chairperson may appoint a Subcommittee to undertake tasks with specific instructions and time lines. Findings of subcommittee shall be brought to the full IEC for review and action. Upon completion of the assignment the subcommittee shall automatically dissolve. A subcommittee shall not exceed a majority of the IEC.

Article VI Fiduciary Responsibilities

Section 6.01. JOM Funds and Property

The IEC in collaboration with the Cuba Independent School District Finance Office shall be responsible for protecting all JOM funds and property from fraud, misuse, abuse and embezzlement. It shall further be the responsibility of the IEC, individually and collectively, to report incidents of such improprieties to the appropriate agency.

ARTICLE VII Amendments

Section 7.01. Authority

These Bylaws may be amended by a majority vote of the IEC during a duly called Regular or Special Meeting with a quorum present.

Section 7.02. Procedure

Proposed amendments shall be put in writing and submitted to the IEC Chairperson and Secretary who shall be responsible for placing the amendment(s) on the next meeting agenda for consideration and action. The Committee may also propose amendments through a work session whereby the Bylaws, in part or whole may be reviewed, and action taken.



**CUBA INDEPENDENT SCHOOLS
JOHNSON O'MALLEY INDIAN EDUCATION COMMITTEE**

**ARTICLE VIII
Certification**

We, the IEC Committee, hereby certify that the foregoing IEC Bylaws were duly considered by the Cuba Independent School District Indian Education Committee at a duly called meeting in September 2021, at which a quorum was present and the same was passed by a vote of 3 in favor, 0 opposed, and 0 abstained, this 7 day of September.

Carlotta Toledo
JOM Indian Education President
Cuba Independent School District

9/8/2021

Date of signature

Dr. Karen Sanchez-Griego Ed.D
Superintendent
Cuba Independent School District

9/8/2021

Date of signature

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Cuba Independent School District	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	<input checked="" type="checkbox"/> Other (see instructions) ▶ PUBLIC SCHOOL DISTRICT	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 70		
6 City, state, and ZIP code Cuba, NM 87013		
7 List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] []	- [] [] - [] [] [] []
or	
Employer identification number	
8 5	- 6 0 0 3 3 8 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 04/18/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

THE NAVAJO NATION

Regarding Debarment and Suspension

Applicant acknowledges that to the best of his/her knowledge that their company and principal participants on this contract:


1. Are not debarred, suspended, or otherwise slated for debarment, ineligible and/or excluded from participation on Federal, State and Tribal Government contracts etc.
2. Are not presently nor have been under criminal indictment or civilly charged by a governmental entity (Federal, State, and Tribal Government) for fraud, forgery, falsification, theft, bribery, destruction of records, receiving stolen property and other criminal offenses in the administration of a government contract.
3. Have not been terminated for cause or convenience by a governmental entity in the administration of a government contract (Federal, State and Tribal Government).
4. If the Navajo Nation determines that the Certificate provided here is not true, it will be grounds to terminate the contract and pursue other legal remedies.

Applicant's Address

Cuba Independent School District
P.O. Box 70
Cuba, NM
87107

Name & Signature of Applicant

Dr. Karen Sanchez-Griego
Type or Print Name


Signature

4/29/2022
Date

CUBA INDEPENDENT SCHOOL DISTRICT

BOARD OF EDUCATION
DIANNA MAESTAS, President
TAYLOR PINTO, Vice President
VIVIAN KETEISO, Secretary
ELIZABETH MARTIN, Member
JAMES D. CASALES, Member



ADMINISTRATION
DR. KARLEN SANCHEZ-GRIEGO Ed.D, Superintendent
RHANNON CHAVEZ, Finance Director
BRUCE HATCH, High School Principal
GILBERT DOMINGUEZ, Middle School Principal
JUDY ALENICIO, Elementary School Principal

May 17, 2022

Johnson-O'Malley Program
Department of Dine Education
Navajo Nation

JOM Program Staff,

As part of our 2022-2023 JOM application requirements, we are providing our DUNS number for Cuba Independent School District: **054425566**.

Sincerely,



Raphaelita Phillips
Indian Education Director
JOM Manager
Cuba Independent School District

PO Box 70, #50 County Rd 13, Cuba, NM 87013, Phone: 575-289-3211, Fax: 575 289-3314

Cuba Independent School District does not discriminate on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital or veteran status or disability in any educational programs, activities or employment. Cuba Independent School District also prohibits the use of racial, ethnic, and/or sexual slurs, including sexual harassment. If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in a school meeting or hearing, or if you wish to receive assistance or information regarding student grievances, language translations of District policy, Section 504 or Title IX, please contact the Superintendent's Office at least one week prior to the meeting or as soon as possible. The district Title IX Officer, Dr. Griego may be contacted at the address or phone number listed above. For concerns at the school level, contact the Elementary – Ext. 403, Middle School – Ext. 302, or High School – Ext. 202.