



# "EDUCATION NEEDS TO MEET TRIBAL GOALS"!

GCM-115-2009 : To Direct the Tribal Council "to make a education plan"  
"DRAFT"

Education Committee Members: Delano Saluskin, Chairman; Frank Mesplie, Secretary; Virgil Lewis, Member; Raymond Smartlowit, Member.

# PARTICIPANTS IN DEVELOPMENT OF THE "DRAFT" EDUCATION PLAN

- Yakama Nation Tribal Council
- Yakama Nation Tribal Council Education Committee
- Henry Strom, Superintendent, Mount Adams School District #209
- John Cerna, Superintendent, Toppenish School District #202
- Becky Imler, Superintendent, Wapato School District #207
- Gregg Sutterlict, Professor, Heritage University
- Relyn Strom, Principal, Yakama Nation Tribal School
- Steven Selam, Yakama Nation Head Start Program Manager
- Edward Arlen Washines, Yakama Nation Higher Education Program Manager
- Linnea Corpuz, Yakama Nation Higher Education/AVT Counselor

# TREATY WITH THE YAKAMAS, JUNE 9, 1855

- Article 4. "under the direction of the President of the United States, who may from time to time determine, at his discretion, upon what beneficial objects to expend the same for them. And the Superintendent of Indian Affairs or other proper office, shall each year inform the President of the wishes of the Indians in relation thereto".
- Article 5. "United States to Establish Schools" ..... "for the instruction of the Indians in trades and to assist them in the same".
- "Pee-O-pee-mox-a-mox", (Nes Perse Chief) said; "I want more than one interpreter as the Council, that we may know they translate truly". (all Chiefs wanted this so what was said and interpreted was what they agreed to and would last until time ended for our people's time and the Earth!)
- Gov. Stevens, May 30, 1855, second day of talks. "I went to the Great White Father last year to say you have been good" ... "My brother wrote to the Great White Father in like manner". "He Answered; "I want all the grown people and all the children to learn to read and write; I told him that some of you were handy at trades; "he answered; "that he desired to give all who choose the means to learn these trades"

# ACTION PLAN QUESTIONS

- We must first concentrate on an ACTION PLAN that will help develop the overall Education Plan, head start through post-graduate.
- Action Plan: What do we want to accomplish? Are our GOALS reasonable? Do not want to limit ourselves but we want to determine the likelihood of our plan so we do not waste time and energy!
- 1. List main actionable and reasonable GOALS:
- 2. Break down each larger idea (GOALS) into smaller steps, (this is where the plan begins)
- 3. Include issues such as budgetary concerns, timelines, potential concerns and similar issues and come up with ways we can overcome these issues.

# EARLY CHILDHOOD EDUCATION

- MISSION: "Yakama Nation Head Start implements quality early childhood education, culture, language, and continuous support to empower diverse Native Children and Families"
- GOALS: 1. To enhance/create/promote lifelong learners, and love of learning; 2. To meet Head Start Performance Standards, H.,S. Act, and H.S. Outcomes; 3. Increase preservation of the Yakama Culture and revitalization of language; 4. Increase parent participation and involvement.
- OBJECTIVES: 1. Maintain 85% attendance; 2. Serve economically challenged children and families; 3. Provide high quality services for disabilities; 4. Implementation of services for 171 children; 5. Providing positive learning experiences; 6. The program will engage parents, families and community members and/or organizations.

# YAKAMA TRIBAL SCHOOL

- Mission: Yakama Nation Tribal School and Yakama Nation Library is to encourage life long learning, promoting cultural awareness, and utilizing current technology.
- Goals:
  - 1. Establish high expectations for all students, personnel, and patrons.
  - 2. Provide a learning environment where all students and patrons will increase knowledge & life skills.
  - 3. To increase understanding and appreciation of tribal history and culture
  - 4. Conserve and maintain educational resources for present and future use.
  - 5. Increase graduation rate higher than 79%
  - 6. To provide students, staff, and parents awareness to "Stomping Out Bullying"
  - 7. To maintain up to date State Certification.

# YAKAMA TRIBAL SCHOOL (CONT.)

- Objectives:
- 1. Competent caring personnel, offer latest resources & learning tools.
- 2. Sufficient work place that provides knowledgeable personnel, educational resources and cutting edge technology. Equal access provided to all students, patrons and personnel. Safe and secure environment.
- 3. Share our creation story and oral traditions, includes the language, religion tribal government, and material culture.
- 4. Meet archival and conservation standards and provide controlled access.
- 5. Provide Native Language Instruction in classroom for skill development.

# PUBLIC SCHOOL EDUCATION

- WAPATO PUBLIC SCHOOLS:
- 1. Keep focus on pre school programming. Yakama Nation Pre School is strong and working for children!
- 2. Make language, especially vocabulary development a priority in your pre School program(s). The stories of the Yakama Nation are an excellent vehicle for vocabulary development.
- 3. Have S.T.E.M. (Science, Technology, Engineering & Math), especially the science, be an emphasis at the middle and high school(s). We believe this serves the beautiful natural resources of the Yakama Nation well.
- 4. Engage students and members, in all age groups, in technology. Again, this is an essential tool and increases the ability to be employed.
- 5. Focus on increasing the number of teachers who are Native American.
- 6. Teach Leadership Skills at all levels of your plan. It is never too early to train tomorrow's Leaders.

# PUBLIC SCHOOLS (CONT.)

- 7. Focus on reading. Reading is essential to all of these goals. Make it a goal that all members will be literate in reading.
- 8. Share your focus, whether it is reading, attendance, technology, etc. with public schools and ask us to support your youth and make these items a priority in our work.
  
- TOPPENISH PUBLIC SCHOOL:
- MISSION: "We do what's Best for Kids"
- VISION: We will produce superior graduates who are college and career ready, prepared to excel at the college level, who make wise choices, think critically, communicate effectively, and solve problems. We do this by creating safe, innovative and stimulating learning environment and by developing interactive partnerships among parents, students, colleagues and the community.

# TOPPENISH PUBLIC SCHOOLS

- “Planning/Curriculum/Assessment:
- Guaranteed and Viable Curriculum
- Response to Common Core State Standards and next Generation Science Standards
- 21<sup>st</sup> Century Technology Skills
- Use of Data to inform instruction
  
- “Professional Practices”:
- Family Friendly Schools
- Focused Professional Development
- Mentoring Program/new teacher induction
- TPEP

# TOPPENISH PUBLIC SCHOOLS

- “ District/School/Classroom Environment” :
- Safe and Secure Learning Environments
- Positive Relationships and Environments
  
- “ Instruction” :
- Effective Instructional Strategies
- Response to Intervention
- Special Education Inclusion
- S.T.E.M. (Science, Technology, Engineering, Math)
- Standards Based Grading

# TOPPENISH PUBLIC SCHOOLS

- "PRESCHOOL":
  - The mission of our Preschool is that every child deserves a safe, healthy and enriching environment
- GOALS:
  - 1. Deliver a strong foundation for academic success
  - 2. Full participation as caring and responsible citizens of our multi-cultural world.
  - 3. To have all of our preschool students kinder ready in reading, writing and math when they transition from preschool into kindergarten.
- "ELEMENTARY SCHOOLS":
- "MISSION": Kids come first; we are dedicated to their success.

# TOPPENISH PUBLIC SCHOOLS

- “VISION”: Teach and learn with passion, collaborate with parents, families and community members to foster a love of learning in an innovative and caring climate, meet individual needs while holding all students to high expectations. Promote a belief that our lives are directed by the consequences of our choices. Prepare students to be college and career ready.
- Using data collected from collected from the BERC Group using Classroom Walkthroughs in April of 2014, staff identified “Thinking” as an area of needed improvement.
- 1. Alignment to District Improvement Plan
- Planning/Curriculum/Assessment
- Instruction
- Professional Practices

# TOPPENISH PUBLIC SCHOOLS

- 2. Monitoring and Assessment:
  - Leadership Team Agenda
  - Professional Learning Communities
  - Lesson Plans
  - Teacher Observations; Informal and Formal; TPEP Criterion 2
  - Classroom Walkthrough
- "TOPPENISH MIDDLE SCHOOL":
  - Will create a positive learning community by teaching students to read, think critically, solve problems, communicate and collaborate. In partnership with families and communities, we will guide students to become active, responsible participants in our culturally diverse society.

# TOPPENISH (CONT.)

- "TOPPENISH HIGH SCHOOL":
- The mission of the Toppenish High School is to develop passionate empowered individuals ready for a world with infinite possibilities.
- At Toppenish High School we believe our students will become:
- 1. Collaborative workers...using effective leadership and group skills to manage and develop interpersonal relationships within culturally and organizational diverse settings.
- 2. Innovative producers...creating practical, artistic and intellectual products which reflect original thought, high standards and the ability to use modern technology.
- 3. Self-directed achievers...formulating positive, caring values towards ourselves and others in order to create vision for the future and to be responsible for evaluating our choices and pursuing our goals.

# TOPPENISH (CONT.)

- 4. Adaptable problem solvers...anticipating assessing and resolving problems and challenges that accompany rapidly changing economic, environmental and social conditions.
- 5. Productive citizens...forming positive values for homes, community and careers.
- 6. Thoughtful decision makers...participating in the democratic process of site-based decision making.
  
- "ACTION PLAN":
  - Provide a means for every Native Student to attend post-secondary education facility of their choice, (university, college, Jr. college, Vocational)
  - YN to provide full ride scholarships, tuition, books, room and board.
  - Counseling for parents on the importance of a good post-secondary educ.

# PUBLIC SCHOOLS (TOPPENISH, CONT.)

- 5. Graduation specialist that will work closely with all reservation school districts (one per district) and increase Native student graduation rates.
- 6. funds for all Native students and parents to visit universities, colleges and vocational schools within the state of Washington.
- 7. Liaison to support post-secondary students.
- 8. Budget constraints only occur if we let concerns become problems instead of opportunities! The opportunity to impact young lives with a career and college going culture can impact the Yakama Nation forever.
- "WHITE SWAN PUBLIC SCHOOLS":
  - 1. Establish an Education Campaign – The Yakama Nation successfully launched a "Buckle Up" campaign a couple years back. I'd offer that similar efforts with respect to Yakama Cultural values and the importance of developing an educated populace to protect and maintain the tribes viability. Eastern tribes have the concept of Seven Generations, in that our decisions today need to be thought about in the impact of generations to come.

# PUBLIC SCHOOLS, (WHITE SWAN)

- We need to be relaying the importance of educational attainment to our youth as a means to protect the Yakama Nation.
- 2. Partner with Universities to increase the number of Yakama members enrolling and completing college.
- 3. Continue enrollment incentives for Yakama Members and expand requirements to support high expectations for daily attendance (no just proof of enrollment), add to the requirement a grade point equivalent similar to that of athletic eligibility. We are experiencing a significant number of students and families that have figured out the system and are enrolling in school for a payment.
- 4. Family, - we have an alarming number of children raised by adults other than their mother and father, too many children in foster care.
- 5. Expand Tribal Head Start programs with goals to increase the number of children enrolled in early education. Add a parent involvement component to assist in developing strong child rearing practices.

# PUBLIC SCHOOLS, (WHITE SWAN)

- 6. Partner with Public School systems to assist in activities that honor our children in schools for their achievements. White Swan High School Students were grateful for the invite to the tribe to honor them for academic and athletic participation.

# YAKAMA HIGHER EDUCATION

May 4, 1954; "Plan of Operation" for Yakima Tribal Scholarship Program approved by Tribal Council providing for financial assistance for enrolled Yakima members in attaining their higher education in COMMERCIAL, BUSINESS, TRADE OR TECHNOLOGY COURSES ONLY.

Resolution T-103-60 identified the need for Adult Education and Resolution T-69-62 Amended the Scholarship Plan of Operation to "Provide the various courses under the Adult Education Program be Financed".

Resolution T-3-82 and T-21-83 Revised the Plan of Operation under the administration of the Yakama Nation Department of Human Services.

# HIGHER EDUCATION (CONT.)

- Resolution T-11-13 Dated July 2, 2013 approved by Tribal Council "Revised Plan of Operations" by recommendations by the Education Committee and to include all three programs under one umbrella; Tribal/Bureau of Indian Education Scholarship and Adult Vocational Training, (AVT).
- The on-going GOALS of the Higher Education Programs are:
  - 1. Increase the number of professionals in the workforce with post-secondary degrees
  - 2. Increase the financial assistance from internal and external resources to ensure success of tribal members.
  - 3. Increase post-secondary awareness among all grade levels and consolidate all financial and professional resources to initiate intern programs for high school and college students preparing them for future employment with the tribe.

# HIGHER EDUCATION (CONT.)

- 4. Provide a one stop shop environment for tribal members seeking assistance to enter into higher educational programs.
- Year Three (3);
  - 1. Have in place a high school and college tracking system to ensure timely completion of post-secondary requirements per the revised plan of operations.
  - 2. Increase COLA for tribal scholarships to address increase cost of college and living.
  - 3. Established and began formulizing the process to award Yakama Nation Endowed Scholarship of attained three (3) year goal of \$5 million.

# HIGHER EDUCATION (CONT.)

- Year five (5);
  - 1. First college students completed under the revised "Plan of Operations" with successful completion of their four year college degree requirements.
  - 2. Increase number of students entering Graduate Programs to increase professional opportunities.
  - 3. Attain five (5) year goal of \$10 million for the Yakama Nation Endowed Scholarship to assist in providing "FULL RIDE" scholarships to Yakamas!!
  
- Year Seven (7);
  - 1. The Plan of Operation will assist in significant drop out rate of high school and college students by year seven working with public schools and universities.
  - 2. Increase the total of post-graduate students with emphasis on Doctoral Candidates in critical areas as identified by the Yakama Nation.

# CURRENT "PLAN OF OPERATION"

- Goal 1: To work jointly with institutions of higher learning to develop financial assistance packages for eligible students including high school seniors.
- Goal 2: To provide financial assistance to Tribal applicants whose academic record qualifies them for Tribal and BIE/BIA awards.
- Goal 3: To counsel and assist students in their furtherance of their higher education and advocate with institutions of higher learning for students on behalf of the Yakama Nation.
- Goal 4: To encourage Yakamas to enter the critical fields of studies as identified by the tribe, and assist students in securing employment in Tribal and non-Tribal sectors through the educational process.
- Goal 5: To promote post-secondary education among Yakama middle and high school students by visitations, advising and mentoring using all available resources including former Tribal Scholars.
- Goal 6: To administer all tribal program and enterprise scholarships.
- Goal 7: Establish a Yakama Nation Endowed Scholarship using all available resources and volunteers.
- Goal 8: Identify and assist Yakama Nation tribal members with non-Yakama Scholarships.
- Goal 9: Encourage and financially assist high school students in college programs while pursuing their high school diploma (i.e.: G.E.A.R. UP, etc.)
- Goal 10: To operate an Employment Assistance Program on the Yakama Reservation to provide the following services to eligible applicants: 1) Career Guidance; 2) Adult Vocational Training; 3) Financial Assistance in job placement.

# YAKAMA NATION STRATEGIC PLAN

- June 13, 1997 Yakama Tribal Council passed a motion committing to Strategic Planning.
- T-028-99, October 29, 1998 provided approval and commitment to the Strategic Planning process that: 1. recognizes the need to take responsibility to define our Nation's future; 2. strives to develop a government that can identify and solve our own problems; 3. takes responsibility to provide a vision, motivation and directive for the governmental operation to redefine itself for the good of the Nation which incorporates cooperation, discipline and team spirit; 4. take responsibility to shift fiscal and human resources to reflect "Tribal" priorities. And directs the Tribal Director to: "to use the Strategic Plan as the basis for more detailed plans, policies, and codes that regulate the uses of land, resources and programs that guide the delivery of Tribal Governmental services".



# EDUCATION PROGRAMS VISION CHART

YAKAMA NATION EDUCATION PLAN

# TOWARDS SUPPORTING OUR PEOPLE ON THEIR ROAD TO SUCCESS!

## Life Skills Center

Human Resources in One Place

Community Parenting Classes

D.A.R.E. for Students

D.A.R.E. for Adults

## Native Employment Works Program

95% Self Sufficiency on Reservation for  
Tribal Members.

Highly Skilled Workforce Employed in  
Private Sector

Compliance Between All Tribal  
Enterprises and TERO

90% Enrolled Tribal Members in Tribal  
Jobs (in Community)

Youth Employment in Communities

Collaboration with Reservation  
Communities for Employment

## YIN Connections

Free Public Transportation

Reservation Transit

# TOWARDS RESTRUCTURING OUR NATIONS RESOURCES FOR SUCCESS

Restructuring Org.

## Role Models for Success

Native Armed Forces Recruiter

Indian Education in Local Schools and Colleges

No Native American School Drop outs

Indian Club/Culture in Each Public School

College Graduates Return Home to Work

## Resources to Enhance Education

Sharing Costs Among Programs

Tribal Educ. Dept. with Deputy Dir.

Grant Writing team seeking Funds for Education.

Removal of Education Program from Tribal Priority Allocations.

Funding for Nurse Professionals

Education Fully Funded at all Levels.

Tribal Funding to Stay With Tribal Programs, Not Outside Entities.

All Employees to take Cont. Ed Class

Ballot Voting for Tribal Council

Casino Revenue for Education Fund.

4 Year Yakama Nation College

COLA For Scholarships

Pooling of Resources (\$)

## Communication Information Network

Centralized Date Base

Modern, Efficient Communications System

Scratch J.D. Edwards System

Directory of Resources

All Programs with Internet Access

All Programs Internet Literate

Efficient Education Network with All Programs.

# EMPOWERMENT THROUGH EDUCATION/TRAINING & EMPLOYMENT

## Training Center for Future Employment

One Stop Education/Training Office

Yakama Indian Nation Skills Center for  
Native Educators

Measuring Tools for Skills for Specific  
jobs.

Community Education labs

Skills apprenticeships Programs

Centralized Centers  
Employment/Education/Training

Tribal Training/Education Complex

## Comprehensive Early Education Center

Pre-school for Each 3-4 Year Old on  
Reservation.

## Family & Health Education Centers

Tribal Nutrition/Health Center

Tribal School K-12

Health/Fitness Center

Modernized Buildings with Handicap  
Accessibility.

Child Care/Head Start Centers.

# RECOMMENDED CHANGES INCLUDE:

- One Stop Shop
- Community Outreach Service Unit
- Consolidated Scholarship Access
- Comprehensive Approach to Culture, Language & History Education
- Advisory Board
- Data Base/Grant Writer Specific to Yakama Indian Educational Needs.
- Creation of Education Administrator
- Employee Scholarship Donation
- Interaction with Public Schools
- Community Based Tribal School Board



# THIS DESIGN WILL ENHANCE SERVICE TO THE PEOPLE THROUGH:

- Needs Specific – Education
- Reduce Time/Stress
- One Stop Assessment and Referral Process
- Promotes Computer Literacy
- Promotes Development of Yakama Professionals
- Education Administration Focuses Strictly on Education Issues
- Life Long Outlook on Education

# THIS DESIGN WILL PROTECT SOVEREIGNTY BY:

- Through Education the Human Resources Becomes Developed and Informed, Which Strengthens and Protects our Sovereignty.
- Advisory Board From Representative Community Interests to Ensure Education Philosophy Directed Toward Protecting Sovereignty.

# THIS MODEL MAKES THE FOLLOWING SHIFTS:

- From "Run Around" > "One Stop Shop"
- From "Little Involvement/Advisory" > "Tribe Actively Involved in Public Schools"
- From "Deputy Director" > "Education Administrator"
- From "Education Scholarships in Different Departments" > "Centralized Scholarship Service Equity and Awareness"
- From "One Combined Area" > "Like Activities"
- From "Limited Education" > "Academic Life Skills for all People" (Educate and Increase Wellness)
- From "No Committee Advisory" > "Committee Advisory"

# KWAH'THLA'NUTE



INTERAGENCY SUB-RECIPIENT AGREEMENT  
by and between the  
YAKAMA NATION HOUSING AUTHORITY  
and  
YAKAMA NATION HIGHER EDUCATION PROGRAMS  
for implementation of a Portion of  
Indian Housing Block Grant Number SSIHS318320 (Fiscal Year 2016)

THIS INTERAGENCY SUB-RECIPIENT AGREEMENT ("this Agreement") is entered into by and between the YAKAMA NATION HOUSING AUTHORITY (hereinafter referred to as "Recipient" or "YNHA") and YAKAMA NATION HIGHER EDUCATION PROGRAMS (hereinafter referred to as "Sub-recipient") (collectively, "the Parties"), to authorize the Sub-recipient to act as a sub-recipient entity for a portion of the implementation of the Indian Housing Block Grant ("IHBG") Number 55IH5318320 (Fiscal Year 2016) under the Native American Housing and Self Determination Act of 1996 (NAHASDA). The terms and provisions of this Agreement shall apply for the term of this Agreement, as set out herein, or for such additional time as the Sub-recipient remains in control of a portion of the IHBG funds or other assets. The U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") is the original grantor of the IHBG funds.

1. PURPOSE

The Recipient is sub-granting funds to the Sub-recipient to be used for the provision of affordable housing activities to eligible Yakama Tribal members who are students enrolled in and attending higher education programs in the United States, specifically through the administration of the YNHA Student Rental Assistance Program, consistent with applicable YNHA policies.

2. MASTER AGREEMENT

This Agreement is made subject to the terms of that certain Memorandum of Agreement entered into by and between YNHA and the Confederated Tribes and Bands of the Yakama Nation, dated June 6, 2002, and any subsequent amendments thereto (the "Master Agreement"), a copy of which is attached hereto. This Agreement incorporates the terms of the Master Agreement as fully as if those terms were separately set forth in this Agreement.

3. AMOUNT OF SUBGRANT AND METHOD OF DISBURSEMENT

The funds being sub-granted and the schedule and manner of the disbursements are as follows: The total amount of funds to be sub-granted under this Agreement is FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00). This amount shall be disbursed to the Sub-recipient as individual student awards are made, upon approval by the Recipient of a voucher prepared by the Sub-recipient and submitted to the Recipient. The work assigned under this Agreement is within the definition of Affordable Housing Activities as described in NAHASDA and consistent with the Indian Housing Plan adopted by YNHA for Fiscal Year 2016, as approved by HUD.

#### 4. EFFECTIVE DATE AND TERM

This Agreement shall be effective as of the date of the last signature to this Agreement. The term of this Agreement shall begin January 1, 2016, and end on September 30, 2017, unless earlier terminated in accordance with this Agreement. This Agreement may be renewed or amended to cover subsequent IHBG grants with the written signed agreement of both parties. The Sub-recipient's compliance with applicable laws shall continue for one (1) full year after the last of the subgrant funds have been expended by the Sub-recipient, unless otherwise provided in this Agreement or under applicable law (e.g., three years for recordkeeping). This Agreement may be amended by the signed, written agreement of both parties.

#### 5. STATEMENT OF WORK

The work under this Agreement is as further described in Exhibit B, "Scope of Work," hereto. Sub-recipient shall administer a Student Rental Housing Assistance Program for low-income Yakama Tribal member students, utilizing Indian Housing Block Grant funds in compliance with the Native American Housing and Self-Determination Act ("NAHASDA") and applicable laws. Sub-recipient is responsible for the day-to-day supervision and monitoring of the performance of its staff and any subcontractors, as applicable, and is responsible for their work. Sub-recipient will provide written reports to Recipient on a semi-annual basis, as described in paragraph 9 of this Agreement, and such verbal reports and additional documentation as Recipient may reasonably require related to this Agreement.

#### 6. BUDGET

a. Approval by YNHA. The Sub-recipient will provide a Budget to Recipient by no later than August 1 in advance of each academic year, detailing the names of the recipients, income, schools, residence, funding to be provided, and any other information Recipient may request. The Budget will be reviewed for approval by Recipient prior to the Recipient releasing funds under this Agreement.

b. Administration and Planning Expenses. Funds disbursed under this Agreement will be disbursed only for rental assistance in accordance with the YNHA Student Rental Housing Assistance Policy. No additional administration or planning expenses are contemplated or will be allowed under this Sub-recipient Agreement.

7. FEDERAL SUB-RECIPIENT REQUIREMENTS. The Sub-recipient hereby agrees to comply with all applicable requirements under NAHASDA (25 USC 4101, *et seq.*) and its implementing regulations (24 CFR Part 1000) and other applicable federal laws and regulations. See Exhibit C hereto. NAHASDA and 24 CFR Part 1000 require that IHBG funds can only be used for affordable housing activities that assist low-income members of federally-recognized tribes, members of certain state-recognized tribes, and members of groups or communities of Indians and Alaska Natives that are eligible for programs and services pursuant to the Indian Self-Determination and Education Assistance Act. The Sub-recipient, in carrying out this Agreement and related activities, shall conform to these federal requirements.

8. REQUIRED CONTRACT PROVISIONS. Title 24 CFR § 85.36(i) of HUD's Administrative Requirements for Grants and Cooperative Agreements to State; Local and Federally Recognized Indian Tribal Governments requires that certain provisions be contained in all contracts that relate to this Agreement and Sub-recipient activities. The provisions that apply to this Agreement include:

- Termination for cause for convenience (contracts in excess of \$10,000);
- Compliance with Executive Order 11246, entitled Equal Employment Opportunity;
- Awarding agency requirements regarding reporting, patent right, copyrights, and rights;
- Access by Recipient, Sub-recipient, and HUD Comptroller General to records pertaining to the contract; and
- Retention of records for 3 years.

9. REPORTING REQUIREMENTS. The Sub-recipient shall prepare and submit to the Recipient a semi-annual report, on a form provided by the Recipient, which describes the assistance that has been provided during the period in compliance with applicable law, regulations, and guidance. The Sub-recipient shall also prepare and submit to Recipient a semi-annual financial report regarding expenditure of the funds described in paragraph 3 of this Agreement, including the information described in paragraph 6 of this Agreement. The due dates for these reports are March 30 and September 30 of each fiscal year and no later than 30 days after end of the fiscal year for Annual Performance Report purposes by YNHA.

10. MONITORING AND RECORDS. The Recipient and Sub-recipient agree that the Recipient has the responsibility and right, at any time, with or without notice, to inspect projects, activities, or uses assisted by this Agreement. The Sub-recipient shall fully cooperate and assist in this monitoring of the Sub-recipient and any funds covered by this Agreement when requested by the Recipient. The Sub-recipient shall furthermore provide access to the Recipient, HUD, the Comptroller General of the United States, the Government Accountability Office, and their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to the execution of this Agreement and activities for the purposes of making audit, examination, excerpts, and transactions. Pursuant to 24 CFR § 1000.552, the Recipient is required to retain all required records for three (3) years after submission of the Annual Performance Report that covers the last expenditure of grant funds under a particular grant to HUD. The Sub-recipient shall also retain records for the same three (3) year period.

11. CONTACT PERSONS. The Recipient and Sub-recipient identify the following individuals as their primary contacts regarding this Agreement. Either party may, from time to time, appoint another person as their contact; when doing so, they shall notify the other party in writing:

Craig Dougall	Edward "Arlen" Washines
Executive Director	Program Manager
Yakama Nation Housing Authority	Yakama Nation Higher Education Programs
P.O. Box 156	P.O. Box 151
Wapato, WA 98948	Toppenish, WA 98948
Telephone: (509)877-6171	Telephone: (509)865-5121

## 12. SUSPENSIONS OR TERMINATION

The Recipient retains the right to suspend or terminate this Contract for failure to comply with any term of this Agreement, of the award, or of applicable law. Any breach of this Agreement by the Sub-recipient shall entitle the Recipient to cease advancing funds and terminate the remainder of the Recipient's obligations, recover funds that have not yet been expended, and be compensated for any money or property that has been improperly used or expended. A thirty (30) day notice shall be provided by the Recipient prior to taking any actions, other than ceasing advancement of funds or property, to permit the Sub-recipient to cure a breach, but only if the Recipient has determined in its own discretion that the breach can be cured. Notice of termination shall be in writing, delivered in person or by certified mail, addressed to the contact person listed in paragraph 12 above, and shall be effective on the date received. Because this Agreement is in excess of \$10,000, the Recipient is required by law to reserve the right to terminate this Agreement for convenience with a thirty (30) day notice.

## 13. SOVEREIGN IMMUNITY

Both the Recipient and the Sub-recipient are governmental entities of the Yakama Nation, each of which enjoys the Yakama Nation's Tribal Sovereign Immunity from suit. This Agreement does not waive, alter or diminish either party's sovereign immunity from suit; nor does it waive, alter or diminish the sovereign immunity of either party's officers, agents, or employees, when they are acting within the scope of their duties. Moreover, this Agreement does not waive, alter or diminish the Yakama Nation's sovereign immunity, or the Yakama Nation's rights, privileges, remedies or services guaranteed by the Treaty of 1855.

## 14. ASSIGNMENT AND SUBGRANTS.

This Agreement and the rights and obligations of the Sub-recipient may not be assigned by the Sub-recipient without written approval from the Recipient. Except as set forth in Exhibit B, the Sub-recipient may not further sub-grant these funds without first obtaining written approval from the Recipient.

## 15. AMENDMENTS

Either of the Parties may amend this Agreement at any time provided such amendments make specific reference to this Agreement, are executed in writing, and are signed and dated by an authorized representative of each of the Parties. Recipient, at its discretion, may amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons; provided that if the Recipient reasonably expects such amendment to result in a change in the funding, the Scope of Work or Schedule of Work, or the activities undertaken as part of this Agreement, then such amendment will be effective only if signed and dated by both the Recipient and the Sub-recipient.

16. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Recipient and the Sub-recipient have executed this Agreement on the dates signed below:

YAKAMA NATION HOUSING AUTHORITY

\_\_\_\_\_ By \_\_\_\_\_ -  
Date Craig, Dougall, Executive Director

YAKAMA NATION HIGHER EDUCATION PROGRAMS

\_\_\_\_\_ By \_\_\_\_\_ -  
Date Edward "Arlen" Washines, Program Manager

APPROVED:

\_\_\_\_\_ By \_\_\_\_\_ -  
Date Delano Saluskin, Chairman  
Loan Extension, Education and Housing Committee  
Yakama Nation Tribal Council

EXHIBIT A  
MASTER AGREEMENT

EXHIBIT B  
SCOPE OF WORK

The Sub-recipient Yakama Nation Higher Education Programs ("YN Higher Education" or the "Sub-recipient") shall be responsible, on behalf and in the best interests of the Recipient Yakama Nation Housing Authority ("YNHA" or the "Recipient"), for the successful implementation of the Indian Housing Block Grant ("IHBG") Number 551H53 I 8320 (Fiscal Year 2016) activities identified and described in this Scope of Work.

1. The Sub-recipient shall administer the YNHA Student Rental Assistance Program (the "Program") in accordance with the YNHA Student Rental Assistance Program Policy (the "Policy") adopted by the Board of Commissioners of YNHA. The Sub-recipient shall not have authority to approve variances or exceptions to the Policy.
2. The YNHA Executive Director is responsible for administering this Sub-recipient Agreement and monitoring the activities of the Sub-recipient, including compliance with reporting requirements.

3. Any procedures or forms that may be developed by the Sub-recipient in connection with the Program must be submitted in advance to the YNHA Executive Director, who will review the procedures or forms for conformance to the Policy.

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4. The Sub-recipient shall supervise and monitor the day-to-day performance of its staff and any contractors in carrying out the Program. The Sub-recipient shall provide a written report to the Recipient on a semi-annual basis. The Recipient may also review back up documentation as necessary. The semi-annual report shall contain at a minimum the following information per each grant award:

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- a. Student name
- b. Date of application
- c. Proof of Tribal enrollment
- d. Annual Income
- e. School
- f. Residence
- g. Date Landlord Verification received
- h. Date of final approval
- i. Verified check(s) issued to landlord or school
- J. Dates of assistance
- k. Grade report(s)
- l. Any other relevant documents

5. The Sub-recipient shall identify YNHA as a funder under NAHASDA of the program activities described in this scope of work in any publications, program documents and other informational materials prepared for the program.
6. The Sub-recipient is hereby authorized to and shall advocate, solicit, coordinate, procure, manage, develop, and maintain the Program activities described in this Scope of Work on behalf of the Recipient. This includes entering into agreements,

negotiating and settling disputes, and securing, managing, transferring, and holding Program funds; provided that the Sub-recipient must obtain the written consent of the Recipient before paying out any funds above and beyond the amount of an approved stipend.

7. If a dispute arises between the Sub-recipient and an Applicant, Student, Landlord, School, or other person in connection with the Program, the Sub-recipient shall inform the Recipient and shall attempt to promptly resolve the dispute under its own policies and procedures. If the dispute is not resolved, then the Sub-recipient shall notify the Student in writing that the Student has the right to file a grievance under the YNHA Grievance Policy and Procedures, within five (5) work days of receiving the letter from the Sub-recipient.

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8. Should a dispute arise between the Recipient and the Sub-recipient regarding this Agreement, then the parties agree to first attempt in good faith to resolve the dispute between them, including involving the parties' governing boards to attempt to reach resolution. If the dispute cannot be resolved, then the aggrieved party shall submit the matter, in writing, to the Chairman of the Loan Extension, Education, and Housing Committee of the Yakama Nation Tribal Council. A copy of the aggrieved party's submission shall be served upon the other party in accordance with the notice provisions of this Agreement. The Chairman shall promptly convene a meeting of the parties to resolve the matter. The decision of the Chairman shall be final and binding upon both parties.

EXHIBIT C  
LAWS

The following is a partial list of NAHASDA statutory requirements that may be pertinent to activities carried out pursuant to this Agreement. The NAHASDA statute can be accessed at <http://www.hud.gov/offices/pihlh/codetalk/nap/nahasdaref.cfm>.

Definition of Indian	Eligible Affordable Activities
Definition of Low Income	Eligible Family
Definition of Indian Tribe	Tribal and Indian Preferences
Administrative and Planning Expenses	Insurance
Regulations	Record Keeping
Environmental Reviews	Remedies for Noncompliance

The following is a partial list of the IHBG regulations that may be pertinent to activities carried out pursuant to this Agreement. The IHBG regulations can be accessed at <http://www.hud.gov/offices/pihlh/codetalk/nap/nahasdaref.cfm>.

Indian Preference	Audit
Environmental Reviews	Flood Insurance
Drug Free Workplace	Improper Expenditure of Funds
Labor Standards	Lead-Based Paint
Record Keeping	Useful Life/Use Restrictions

The following is a partial list of applicable HUD Administrative Requirements referenced in 24 CFR § 1000.26 that may be pertinent to activities carried out pursuant to this Agreement. The HUD Administrative Requirements can be accessed at <http://www.hud.gov/offices/pih/ih/codetalk/nap/nahasdaref.cfm>.

Allowable Costs	Sub Grants
Non-Federal Audit	Monitoring
Disallowance and Adjustment	Financial Reporting
	Section 3 Preference

The following is a partial list of other federal laws that may be pertinent and which can be accessed at <http://www.gpoaccess.gov/luscode/index.html>

HUD Reform Act of 1989 [12 USC 1701(u)]  
Sec. 504 of Rehabilitation Act of 1973 [29 USC 794]  
Age Discrimination Act of 1975 [42 USC 6101-6107]  
Title II of Civil Rights Act of 1968 [25 USC 1301-1303]  
Title VIII of the Civil Rights Act of 1968 [42 USC 3601]  
National Environmental Policy Act [42 USC 4321]  
Lead Based Paint Poisoning Prevention Act [42 USC 4822]  
Indian Self-Determination and Educational Assistance Act of 1975 [24 USC 450, et seq.]  
Drug Free Workplace Act [41 USC 701]  
Title VI of Civil Rights Act of 1964 [42 USC 2000d]  
Flood Disaster Protection Act [42 USC 4001-4128]