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**Interagency Agreement
Between the
U.S. Department of Education
and
U.S. Department of the Interior
Relating to the Office of Indian Education**

Pursuant to 20 U.S.C. § 1231(a), § 3475, and § 3479, and 31 U.S.C. § 1501 and § 1535, this Interagency Agreement (IAA or Agreement) is entered into between the U.S. Department of Education (ED) and the U.S. Department of the Interior (DOI), who hereby agree as follows:

1. PURPOSE/SCOPE

The signatory agencies (Parties) enter into this Interagency Agreement to affirm their common commitment to furthering and improving American Indian education in the United States. The Parties together commit to utilizing available statutory authorities to promote innovation and process improvements in pursuit of better outcomes for beneficiaries of American Indian education programs, by establishing a partnership that (1) enables administrative reforms to agency policies and programmatic requirements; (2) provides process improvements to enhance the experience for American Indian education program participants; and (3) connects ED and DOI American Indian education programs to provide a coordinated federal Indian education system that centers the rights of families. The Parties' partnership will enhance opportunities to invest in, and improve, Indian education through collaboration with state, local, and tribal education providers.

This partnership will facilitate the integration of American Indian education programs at ED funded under the Elementary and Secondary Education Act (ESEA); Tribally Controlled Colleges and Universities and certain minority-serving institutions under the Higher Education Act (HEA); of career and technical education (CTE) programs at ED funded by (Perkins V) and the Individuals with Disabilities Education Act (IDEA); and of vocational rehabilitation programs at ED funded under the Rehabilitation Act of 1973, by coordinating program administration and grant administration with the Bureau of Indian Education at DOI. The project will leverage ESEA, HEA, Perkins V, IDEA and other funds appropriated to ED in order to provide a seamless American Indian education support system designed to invest in, and improve, American Indian education in the United States. This agreement will also reduce the administrative burden on states, institutions of higher education, and tribes by reducing reporting requirements and aligning performance reporting requirements for programs covered under the agreement, to the extent permissible under existing statutory authorities.

2. AUTHORITY

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This IAA is executed by ED and DOI under authority of: 20 U.S.C. § 1231(a), which authorizes the Secretary of Education to enter into arrangements with other Federal agencies to jointly carry out projects of common interest, and to transfer to such agencies funds appropriated under any applicable program, for projects of common interest; 20 U.S.C. § 3475, which authorizes the Secretary of Education to make, enter into, and perform agreements with Federal agencies as the Secretary determines necessary or appropriate to carry out ED functions; 20 U.S.C. § 3479, which authorizes the Secretary of Education, with or without reimbursement, to use the research, equipment, services, and facilities of any agency of the United States, with its consent, in carrying out any function of the Secretary or Department; and 31 U.S.C. § 1535, which authorizes agencies to acquire goods and services from other agencies where amounts are available, the head of the ordering unit assesses that such an order is in the best interests of the U.S. government, the recipient of the order is capable of meeting the need, and the head of the agency determines that said goods and services cannot be provided as cheaply or conveniently by contracting with a commercial enterprise.

3. PERFORMANCE

- A. The DOI commits to carry out the following activities in coordination with and subject to the supervision of the ED:
1. Provision of services supporting the administration of Indian Education Professional Development Grant program components authorized under 20 U.S.C. § 7442, intended to increase the number of qualified American Indian individuals in professions that serve American Indians and to provide training to qualified American Indian individuals to become teachers and administrators, as authorized by law, pursuant to 31 U.S.C. § 1301;
 2. Provision of services supporting the administration of demonstration grants program components for American Indian children and youth authorized under 20 U.S.C. § 7441, intended to provide financial assistance to projects that develop, test, and demonstrate the effectiveness of services and programs to improve the educational opportunities and achievement of American Indian students in preschool, elementary, and secondary schools, as authorized by law, pursuant to 31 U.S.C. § 1301;
 3. Provision of services supporting the administration of Alaska Native Education program authorized under 20 U.S.C. §§ 7541-7546, intended to meet the unique education needs of Alaska Natives and support supplemental education programs for Alaska Natives, as authorized by law, pursuant to 31 U.S.C. § 1301;
 4. Provision of services supporting the administration of Native Hawaiian Education program authorized under 20 U.S.C. §§ 7511-7517, intended to develop education programs to assist Native Hawaiians and supplement and

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expand programs and authorities in the area of education, as authorized by law, pursuant to 31 U.S.C. § 1301;

5. Provision of services supporting the administration of American Indian Education National Activities authorized under 20 USC § 7451 *et seq.*, intended to fund research, evaluation, and data collection to provide information on the education status of the American Indian population and on the effectiveness of American Indian education programs, as authorized by law, pursuant to 31 U.S.C. § 1301;
6. Provision of services supporting the administration of the State-Tribal Education Partnership program authorized under 20 USC § 7452, intended to promote increased collaboration between tribal, state, and local education agencies that serve students from affected tribes, and to build capacity of tribal education agencies to conduct administrative functions under certain Elementary and Secondary Education Act formula grant programs, as authorized by law, pursuant to 31 U.S.C. § 1301;
7. Provision of services supporting the administration of the Native American and Alaska Native Language Program authorized under 20 U.S.C § 7453, intended to support schools that use Native American and Alaska Native languages as the primary language of instruction and support the Nation's American Indians' efforts to maintain and revitalize their languages, cultures, and communities, as authorized by law, pursuant to 31 U.S.C. § 1301;
8. Provision of services supporting the administration of Native American Language Resource Center programs authorized under 20 U.S.C. §§ 7451, 7457; 25 U.S.C. § 2901 *et seq.*, intended to support schools that use Native American and Alaska Native language as the primary language of instruction and to promote the revitalization of Native American and Alaska Native languages and cultures, as authorized by law, pursuant to 31 U.S.C. § 1301;
9. Provision of services supporting the administration of Native American Career and Technical Education Program components authorized under 20 U.S.C. § 2326, as amended, intended to promote career and technical education programs among American Indian Tribes, Tribal organizations, and Alaska Native entities, as authorized by law, pursuant to 31 U.S.C. § 1301;
10. Provision of services supporting the administration of Native Hawaiian Career and Technical Education Program components authorized under 20 U.S.C. § 2326, intended to enable Native Hawaiians to plan, conduct, and administer programs, or portions thereof, which support career and technical education among Native Hawaiians, as authorized by law, pursuant to 31 U.S.C. § 1301;
11. Provision of services supporting the administration of Tribally Controlled Postsecondary Career and Technical Institutions Program components authorized under 20 U.S.C. § 2327, intended to provide basic support for the education and training of American Indian students at tribally controlled

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postsecondary career and technical institutions, as authorized by law, pursuant to 31 U.S.C. § 1301;

12. Provision of services supporting the administration of Native American and Alaska Native Children in School (NAM) program components authorized under 20 U.S.C. § 6822, intended to develop and enhance capacity to provide effective instruction and support to Native American students identified as English learners, as authorized by law, pursuant to 31 U.S.C. § 1301;
13. Provision of services supporting the administration of grant support to Alaska Native-serving and Native Hawaiian-serving institutions authorized under 20 U.S.C. 1059d, intended to enable such institutions to improve and expand educational capacity, as authorized by law, pursuant to 31 U.S.C. § 1301;
14. Provision of services supporting the administration of grant support to Alaska Native-serving and Native Hawaiian-serving institutions authorized under 20 U.S.C. 1067q, intended to enable such institutions to improve and expand educational capacity, as authorized by law, pursuant to 31 U.S.C. § 1301;
15. Provision of services supporting the administration of grant support to American Indian Tribally Controlled Colleges and Universities authorized under 20 U.S.C § 1059c, intended to enable such institutions to improve and expand educational capacity, as authorized by law, pursuant to 31 U.S.C. § 1301;
16. Provision of services supporting the administration of grant support to American Indian Tribally Controlled Colleges and Universities authorized under 20 U.S.C. 1067q, intended to enable such institutions to improve and expand educational capacity, as authorized by law, pursuant to 31 U.S.C. § 1301;
17. Provision of services supporting the administration of grant support to Asian American and Native American Pacific Islander-serving institutions authorized under 20 U.S.C. § 1059g, intended to enable such institutions to improve and expand educational capacity, as authorized by law, pursuant to 31 U.S.C. § 1301;
18. Provision of services supporting the administration of grant support to Asian American and Native American Pacific Islander-serving institutions authorized under 20 U.S.C. § 1067q, intended to enable such institutions to improve and expand educational capacity, as authorized by law, pursuant to 31 U.S.C. § 1301;
19. Provision of services supporting the administration of grant support to Native American-serving, nontribal institutions authorized under 20 USC § 1059f, intended to enable such institutions to improve and expand educational capacity, as authorized by law, pursuant to 31 U.S.C. § 1301;
20. Provision of services supporting the administration of grant support to Native American-serving, nontribal institutions authorized under 20 U.S.C. § 1067q,

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- intended to enable such institutions to improve and expand educational capacity, as authorized by law, pursuant to 31 U.S.C. § 1301;
21. Provision of services supporting the administration of American Indian Vocational Rehabilitation Services program components authorized under 29 USC § 741, intended to enable the governing bodies of American Indian Tribes to develop or increase their capacity to provide vocational rehabilitation services, in a culturally relevant manner, to American Indians with disabilities residing on or near federal or state reservations, as authorized by law, pursuant to 31 U.S.C. § 1301;
 22. Provision of services supporting the administration of American Indian Education Formula Grants authorized under 20 U.S.C. § 7421-7429, intended to address unique cultural, language, and educationally related academic needs of American Indian and Alaska Native students, as authorized by law, pursuant to 31 U.S.C. § 1301;
 23. Provision of services supporting the administration of American Indian education-related Research and Development Infrastructure Grant program components authorized under Title VII, Part B of the Higher Education Act, as amended, 20 U.S.C. §§ 1138–1138d, intended to provide Historically Black Colleges and Universities, Tribal Controlled Colleges and Universities, and Minority Serving Institutions, including Asian American and Native American Pacific Islander Serving Institutions (AANAPISIs), Alaska Native and Native Hawaiian Serving Institutions (ANNH), Hispanic Serving Institutions (HSIs), Native American Serving Non-Tribal Institutions (NASNTIs), and/or Predominantly Black Institutions (PBIs), or consortia led by eligible institutions, with funds to invest in research infrastructure, as authorized by law, pursuant to 31 U.S.C. § 1301;
 24. Provision of services supporting the administration of American Indian education-related Special Education Grants to States program components authorized under 20 USC § 1411 and 20 USC § 1419, intended to provide free appropriate public education to children with disabilities, as authorized by law, pursuant to 31 U.S.C. § 1301;
 25. Provision of services supporting the administration of American Indian education-related Special Education Grants for Infants and Families program components authorized under 20 U.S.C. § 1431 et seq., intended to promote implementation of statewide systems of coordinated, comprehensive, multidisciplinary, interagency programs and to make available early intervention services for children with disabilities aged birth through two and their families, as authorized by law, pursuant to 31 U.S.C. § 1301;
 26. Provision of services supporting the administration of American Rescue Plan - American Indian Resilience in Education (ARP-AIRE) program components authorized under the American Rescue Plan, intended to support Tribal

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education agencies (TEAs) in the provision of direct services to American Indian children and youth with a one-time discretionary grant competition, as authorized by law, pursuant to 31 U.S.C. § 1301;

27. Execution of monitoring visits to ensure discretionary grantees' compliance with grant terms and to protect against waste, fraud, and abuse, as well as to provide technical assistance to discretionary grantees in implementing grant programs;
28. Cultivation of continuous improvement for American Indian education, as informed by high-quality data and accountability systems and quality assurance measures;
29. Provision of technical assistance to ED staff on interagency grant policies and procedures;
30. Assistance in managing and coordinating contracts, procurements, grants, and program administration among DOI and ED staff;
31. Coordination and management of DOI physical and information technology assets, information systems security, and cybersecurity administration;
32. Monitoring of drawdowns of funds by recipient entities, to help ensure that grant funds do not lapse and are used to provide support for American Indian education as stipulated by law; and
33. Provision of appropriate other services in coordination with ED staff, including provision of technical and program improvement assistance to National, State, local, and tribal education systems, programs, and organizations and on the execution of national leadership functions in American Indian education.

B. The Department of Education commits to carry out the following activities:

1. Management and leadership of the Office of Indian Education (OIE) in accordance with Title II, section 215 of the Department of Education Organization Act (Pub. L. 96-88), as amended (20 U.S.C. § 3432c);
2. Management and leadership of all other American Indian education programs or functions within the Department of Education;
3. Coordination and partnership in execution of cross-functional priorities aligned to applicable directives, goals, objectives, and special projects; and maintenance of liaison and representation of OIE before the Data Governance Board (DGB), Investment Review Board (IRB), Office of Inspector General (OIG), Government Accountability Office (GAO), and other inter- and intra-agency governance bodies;
4. Coordination of clearance of documents that communicate or implement policy, including non-regulatory guidance, Federal Register notices, budget justifications, and legislation;
5. Coordination of review of documents circulated by Executive Secretariat and the Office of General Counsel (OGC) related to grant funds transferred to DOI;

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6. Coordination of clearance of grant program announcements, grant competition technical review plans, grant slate memoranda, and information collection packages related to ED grant programs;
7. Provision of leadership for audit resolution processes, including resolution and closure of Single Audit findings for ED formula grant programs;
8. Management and coordination of human resource/capital services, including hiring, awards and recognition, employee engagement, workforce and succession planning, performance management, training and development for ED employees;
9. Oversight of reasonable accommodations and equal employment opportunity (EEO) programs, service as EEO Liaison, and negotiation of personnel related matters, in conjunction with relevant labor stakeholders, Employee/Labor Relations, and other ED and DOI offices for implicated employees;
10. Execution of budget formulation, execution, and resource allocation activities, including formulation of administrative budget requests and justifications for discretionary funding, salaries and staffing allocations, payroll, and spending, and acquisition plans related to ED programs in partnership with DOI;
11. Coordination of ED and DOI responses to GAO inquiries concerning the programs covered by this Agreement, and resolution of internal audit findings from GAO and the Office of the Inspector General (OIG) that are assigned to ED related to American Indian education programs;
12. Monitoring of internal controls and risk assessments for American Indian education programs overseen by ED;
13. Performance of all duties associated with internal and external accountability requirements related to American Indian education programs, including ED priorities, Government Performance and Results Act (GPRA), and ongoing reporting to Congress;
14. Development of program notices for publication in the Federal Register, announcement of discretionary program competitions and establishment of selection criteria, priorities, and program requirements related to American Indian education programs;
15. Review of annual performance and fiscal reports submitted by States related to American Indian education programs; and
16. Operation of annual grant awards to States in accordance with applicable statutory authority and the applicable Education Department General Administrative Regulations (EDGAR).
17. Resolution of matters requiring the exercise of final and conclusive authority that has been assigned by statute to the Secretary of Education; and
18. All remaining activities ED is statutorily required to perform that are not otherwise identified in Section 3.B.

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4. FUNDING

ED will transfer funds, from amounts currently appropriated for FY 2025 or 2026 , from amounts appropriated in future fiscal years subject to available appropriations, and from available carryover balances (as applicable) appropriated in prior fiscal years, as necessary to cover the costs of the activities and programs identified in Section 3 of this agreement. These include activities related to the provision of services supporting the administration of these programs, except where the described activities are specifically identified as the responsibility of ED. From these amounts, DOI will carry out the reimbursable activities described in this agreement. DOI will make new awards and administer such grants for the duration of this agreement.

Transfers of funds from ED to DOI will be by means of an Intra-Government Payment and Collection (IPAC) system when agreed to by all Parties in writing.

Within 30 days after signatures of this IAA, ED and DOI/BIE shall develop an expedited path for execution of individual Form 7600Bs pursuant to this Agreement timely interagency transfers to ensure no disruption to tribal communities resulting from delays in funds. ED will be responsible for any Prompt Payment Act interest and penalties resulting from any delay in the transfer of funds to DOI.¹

As the provider of funds for the activities carried out pursuant to this Agreement, ED will initiate the IPAC. As the receiver of transferred funds, DOI will provide ED with regular performance updates on a cadence agreed to by the parties that detail all work performed to date for the related project. Additionally, at least quarterly, the Parties will reconcile balances related to revenue and expenses for work performed under the Agreement. Issues arising during this reconciliation process must be brought to the attention of all Parties in writing. Resolution of the reconciliation process issues must be documented in writing within 30 calendar days of the written notice of the issue. No funds are obligated by this agreement; the Interagency Agreement's individual Form 7600B obligates the funds described here. ED agrees to transfer funds to DOI, in the form of lump sum payments for grants and contracts to be awarded, as practical, to support the initiatives described in this Agreement.

5. GENERAL PROVISIONS

A. Effective Date

This Agreement is effective as of the date of the last signature and will remain in effect until terminated by the Parties. To extend the Agreement beyond the close out of the

¹ 31 U.S.C. 39, et seq.

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grants and evaluation, and all contracts and related arrangements undertaken therein. All Parties will review this Agreement periodically and modify it as necessary and appropriate.

B. Modification

Any modifications to this Agreement must be agreed upon in writing by both Parties.

C. Termination/Severability

This Agreement may be terminated with advanced written notice by either Party. Upon termination, the Parties may collect costs incurred prior to cancellation of the Agreement plus any reasonable termination costs, provided that such costs do not exceed the total amount obligated on each individual Form 7600B. A judicial determination that any provision of this Agreement is unenforceable shall not affect the enforceability of any other provision.

D. Liability/Indemnification

Each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available pursuant to federal law. Neither party agrees to insure, defend, or indemnify the other party.

Each party shall cooperate with the other party in the investigation/resolution of administrative actions and litigation arising from conduct related to the responsibilities and procedures addressed herein.

E. Anti-Deficiency Act

Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. §1341, including by obligating the Parties to any expenditure or obligation of funds in excess or in advance of appropriations.

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F. Resolution Mechanism

Should disagreements arise on the interpretation of the provisions of this Agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the Parties shall forward the written presentation of disagreement to respective higher officials for appropriate resolution.

G. Effect of Agreement

This Agreement is not intended to confer any right upon any person. Nothing in this Agreement shall be interpreted as limiting, superseding, or otherwise affecting either party's normal operations or decisions in carrying out its statutory or regulatory duties.

H. Points of Contact

DOL Contact Information:
U.S. Department of the Interior
Bureau of Indian Education
Tony Dearman
1849 C Street NW, MS-3610
Washington, DC 20240

ED Contact Information:
U.S. Department of Education
Office of Elementary and Secondary Education
Hayley Sanon
400 Maryland Avenue,
SW Washington, DC
20202

I. Disclaimer

DOI will not accept responsibility for reimbursement of late fees or other costs incurred due to the negligence of a servicing agency in complying with its obligations to third party contractors.

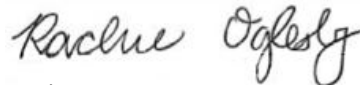
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J. Authorizing Signatures and Dates

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement:

Janel C. Broderick 
Principal Deputy Assistant Secretary – Indian Affairs,
Exercising the delegated authority of the Assistant Secretary – Indian Affairs.
U.S. Department of the Interior Date 9.30.25

Rachel Oglesby 
Chief of Staff
U.S. Department of Education Date 09/30/2025
Office of the Secretary