

**RESOLUTION OF THE  
WHITE MOUNTAIN APACHE TRIBE OF THE  
FORT APACHE INDIAN RESERVATION**

**(Authorizing a Memorandum of Agreement between the White Mountain Apache Tribe and Northland Pioneer College for the coordination of Adult Basic Education and GED preparation in the McNary, Hon-Dah, and Apache Dawn communities of the Fort Apache Indian Reservation)**

**WHEREAS,** pursuant to the White Mountain Apache Constitution, Sections 1(a) and 1(b), *inter alia*, the Tribal Council has the authority to represent the Tribe and act in all matters that concern the welfare of the Tribe, and to negotiate, make and perform contracts and agreements of every description; and

**WHEREAS,** there exists a need to coordinate Adult Basic Education and Arizona High School Equivalency Diploma ("GED") preparation for members of the White Mountain Apache Tribe; and

**WHEREAS,** the Adult Education Program of the Tribe's Education Department has presented this day a proposed Memorandum of Agreement between the Tribe and Northland Pioneer College, as attached and incorporated by this reference, to provide the coordination of resources necessary to meet the needs of members of the Tribe seeking Adult Basic Education and GED preparation; and

**WHEREAS,** the Adult Education Program recommends adoption of the MOA; and

**WHEREAS,** the Tribal Council has reviewed the MOA and finds it in the best interests of the Tribe.

**BE IT RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that it hereby:

1. Approves the Memorandum of Agreement between the Tribe, Navajo County and Northland Pioneer College, as attached and incorporated by this reference, to provide the coordination of resources necessary to meet the needs of members of the Tribe seeking Adult Basic Education and GED preparation.
2. Authorizes the Tribal Chairman, and in his absence, the Vice-Chairman, to negotiate and execute any and all documents necessary to effectuate the intent of this Resolution.

The foregoing resolution was on DECEMBER 8, 2005 duly adopted by a vote of SEVEN for and ZERO against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (b), (j), (l) and (u) of the Constitution of the Tribe, ratified

**Resolution No. 12-2005-364**

by the Tribe on September 30, 1993, and approved by the Secretary of the Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).

  
Chairman of the Tribal Council

  
Secretary of the Tribal Council

**MEMORANDUM OF AGREEMENT**  
**Between**  
**WHITE MOUNTAIN APACHE TRIBE**  
**AND**  
**NORTHLAND PIONEER COLLEGE**

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This Memorandum of Agreement (the "MOA") is between the White Mountain Apache Tribe (the "Tribe") and Northland Pioneer College (the "College") by and through the Navajo County Community College District and the Arizona Community College Board. The parties agree to the following:

- 1.0 Purpose. The purpose of this MOA is to work in collaborative effort to satisfy the need for Adult Basic Education and the Arizona High School Equivalency Diploma ("GED") preparation for participants residing in McNary, Hon-Dah and Apache Dawn communities of the Fort Apache Indian Reservation.
  
- 2.0 The Tribe agrees that its McNary Community Library shall:
  - 2.1 Provide a classroom with adult furnishings for an ABE/GED program as a community service for McNary and surrounding communities.
  
  - 2.2 Provide classroom maintenance and custodial service.
  
  - 2.3 Provide a copy of a certificate of liability insurance coverage to the College in the amount not less than \$1,000,000.00 (one million dollars) and naming Navajo County Community College District and Arizona Community College Board as additional named insured.
  
  - 2.4 Provide the College with access to assigned facility space for TLC classes (adult basic education, GED, and college prep) during the 2006 Spring Session and 2006 Fall Session. Classes will meet two days per week, Monday and Wednesday from 4:30 p.m. to 8:30 p.m. for both semesters.
  
  - 2.5 Comply with the Family Education Rights and Privacy Act of 1974 ("FERPA", 20 U.S.C. § 1232g *et seq.*; 34 CFR Part 99) in all respects.
  
  - 2.6 Provide a copy of its policy for Internet use to all students.
  
- 3.0 The Tribe further agrees that its Adult Education Program ("WMAT-AEP") shall:
  - 3.1 Refer adult students from above communities to the The Learning Cornerstone ("TLC") Program through personal contacts and public information (radio programs, local publications, flyer circulation, etc.)

- 3.2 Pay for TLC courses for students with identified need and meeting requirements of the WMAT-AEP and its funding source pursuant to the Indian Self-Determination Act (P.L. 93-638, 25 U.S.C. §450 *et seq.*; 25 Code of Federal Regulations Part 46).
  - 3.3 Enroll no more than ten (10) students per each semester funded by WMAT-AEP.
  - 3.4 Provide appropriate supplies and textbooks for student requirements and use.
  - 3.5 Require students funded by WMAT-AEP to attend TLC classes and to adhere to the its policies as adopted by the Indian Education Committee. WMAT-AEP shall provide a copy of its policies and procedures to students.
- 4.0 The College agrees to:
- 4.1 Work with Tribal Education Department, Arizona Department of Economic Security (DES), federal, tribal and other community agencies on referrals of participants for the program.
  - 4.2 Hire and Instructor as associate faculty for the College.
  - 4.3 Provide (TLC) curriculum, including course outlines, study guides, instructional handouts and required tests to have students obtain their Arizona High School Equivalency Diploma (GED).
  - 4.4 Monitor student placement, instruction, and progress via announced visits and review student portfolios.
  - 4.5 Provide in-service and in-service staff development opportunities for instructor and staff of The Tribe.
  - 4.6 Review and evaluate instructor's performance related to continued approval as instructor for the College ABE/GED courses.
  - 4.7 Provide a copy of certificate liability insurance coverage to the Library in the amount not less than \$1,000,000.00 (one million dollars) naming McNary Community Library as additional named insured.
  - 4.8 Provide liability insurance coverage for College instructor, staff and students during NPC class.
  - 4.9 Maintain student attendance records, sending copies of student sign-ins and monthly summary reports to the WMAT-AEP.

- 4.10 Collect and submit student placement and information to Adult Education Program, the Tribe, as each student enters and exits the program funded by Adult Education Program, the Tribe.
- 4.11 Comply with the Family Education Rights and Privacy Act.
- 4.12 Comply with the Library's policy for Internet use.
- 4.13 Provide all students with a copy of the College's Student Conduct Code, and ensure compliance with the College's drug and alcohol policy.

5.0 General Provisions

- 5.1 The Library and College agree to indemnify and hold each other harmless from the negligent, tortuous or wrongful conduct of their own employees, officers, students, and agents.
- 5.2 The term of this agreement shall be for a period commencing January 16, 2006 and ending Fall Session, December 2006. This MOA may be terminated if at any time funding for the agreement is not provided by the College, the Tribe or the McNary Community Library. It may also be canceled by mutual agreement with a 60-day written notice.

IN WITNESS WHEREOF, this Memorandum of Agreement has been executed and approved by the parties and persons whose signatures appear below.

<p>NORTHLAND PIONEER COLLEGE</p> <p>By: _____  Heidi Fulcher (Date)  Dean  Division of Developmental Services</p>	<p>WHITE MOUNTAIN APACHE TRIBE</p> <p>By: _____  Dallas Massey, Sr. (Date)  Chairman</p>
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