

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

WHEREAS, all Headstart Programs across the United States were invited by the Department of Health and Human Services, Administration on Children, Youth, and Families to apply for a Headstart/Public and Indian Housing Child Care Demonstration Project to increase the availability of child care services for residents of public Indian housing; and

WHEREAS, the Headstart/Public and Indian Housing Child Care Demonstration Project is designed to establish or expand full day or part-day child care services in or near Public or Indian Housing Developments, so that low-income parents or guardians of children residing in Public or Indian Housing may seek, retain, or train for employment; and

WHEREAS, the Headstart Grantee (Tribe) may establish Cooperative agreements, or contracts, or delegate agreements, or with another Private non-profit agency for the direct operations of the programs described in the Solicitation for Grant Award (SGA); and

WHEREAS, the Community of Cibecue has no child care facilities or After School Care Programs for their children; and

WHEREAS, the Cibecue Community Education Board, Inc. has developed the attached draft cooperative agreement for the Tribe's review and approval.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it has reviewed and hereby approves the draft Cooperative Agreement, so that the Cibecue Community Education, Inc. may develop a plan to operate a Child Care Center per the requirements established in the Headstart/Public and Indian Housing Development Child Care Demonstration Project solicitation.

BE IT FURTHER RESOLVED by the Tribal Council that it supports the Cibecue Community Education Board's efforts to establish a Day Care Center and After-School Care Programs, and hereby directs the Headstart Program to cooperate with the Board to ensure the necessary child care services may be provided to the eligible Apache children through the Demonstration Project.

Resolution No. 02-94-067

The foregoing resolution was on February 24, 1994, duly adopted by a vote of six 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), (i), (j), (t) and (u) of the Constitution of the Tribe, ratified by the Tribe 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

COOPERATIVE AGREEMENT

This Agreement is entered into this _____ day of _____, 199____, between the Cibecue Community Education Board, Inc., hereinafter referred to as the Board, and the White Mountain Apache Tribal Headstart Program, hereinafter referred to as the Tribe.

Whereas, the Community of Cibecue has no child care centers or after school care programs for their children; and

Whereas, the White Mountain Apache Tribal Council supports the development and establishment of Child Care Centers to provide child care services and After School Care Programs for eligible Indian Children residing in Cibecue; and

Whereas, the Cibecue Community Education Board, Inc., desires to establish Child Care Centers to provide child care services and After School Care Programs for eligible children residing in or near Indian Housing Developments; and

Whereas, the White Mountain Apache Tribal Headstart Program is willing to establish a cooperative agreement with the Cibecue Community Education Board, Inc., to develop, establish and operate Child Care Centers and After School Care Programs for eligible children residing in or near Indian Housing Developments.

In consideration of mutual covenants and agreements set forth below, the parties agrees as follows:

Section I WORK TO BE PERFORMED

The Cibecue Community Education Board, Inc., shall plan, develop, establish, and operate Child Care Centers and After School Care Programs for eligible children residing in or near an Indian Housing Development. Services to be provided shall include:

- (1) Daily Child Care services for children between the ages of one (1) to four (4) years during the hours of 7:30 am - 5:30 pm; and
- (2) After School Care Programs for children between the ages of five (5) years to twelve (12) years during the hours of 3:00 pm - 5:30 pm.

Section II
RESPONSIBILITIES OF THE BOARD

- (1) The Board shall hire appropriate and qualified staff to ensure compliance with health and safety requirements, educational and training requirements of staff, teacher to child ratio, etc.; and
- (2) The Board shall ensure that all Center and After School Care Program employees have undergone background investigations pursuant to procedures established by the White Mountain Apache Tribe; and
- (3) The Board shall develop applications and eligibility procedures as required by the Project, and provide a comprehensive orientation package to all clients, employees and other interested parties; and
- (4) The Board shall develop and establish policies and procedures regarding the operations of the Center, including attendance, training, yearly inspections, control of contagious/infectious diseases, emergency evacuation plans, health and safety requirements, etc.; and
- (5) The Board shall, where practicable provide employment opportunities for residents from the Indian Housing Development, especially Elderly residents; and
- (6) The Board shall ensure that all staff are properly trained and certified, and where applicable, offered in-service training, no less than once per quarter; and
- (7) The Board shall ensure that the Centers are inspected by the Fire Department and Indian Health Services prior to the start-up of operations, and no less than once per year, thereafter copies of all inspection reports shall be submitted to the Tribe; and
- (8) The Board shall, where applicable, encourage parents of the children to volunteer services to the Center and Programs at least once per month; and
- (9) The Board shall ensure attendance at meetings or in services training of staff members sponsored by the Tribe; and
- (10) The Board shall ensure that parents are allowed access to their children at anytime during the hours the children are in the Program's care; and

- (11) The Board shall ensure that staff provide close supervision of the children in their care and shall ensure that the care of the children shall not be turned over to other people outside the Center's jurisdiction, unless prior written authorization is received from the parents; and
- (12) The Board shall ensure that nutritious meals and constructive play and recreational activities are provided for the children; and
- (13) The Board shall monitor and maintain all records of expenditures for review by the Tribe; and
- (14) The Board shall provide to the Tribe monthly reports of activities and expenditures and reports by the funding agency, no later than two (2) weeks before the reports are due to the funding agency; and
- (15) The Board shall comply with all applicable State, tribal and local laws, regulations, licensing and ordinances pertaining to child care centers; and
- (16) The Board shall ensure equal access of all eligible children as funding and space allows; and
- (17) The Board shall continue to seek other funding to ensure program continuance after project funding expires; and
- (18) Other duties and responsibilities _____

Section III
RESPONSIBILITIES OF THE TRIBE

- (1) The Tribe shall provide assistance to the Board and Project staff, where needed; and
- (2) The Tribe shall monitor the Project on less than once per quarter to ensure compliance with the goals and objectives of the Project, the health and safety requirements are being met, background investigations are completed on all staff, and all staff have received adequate and proper training or are in the process of receiving appropriate certification; and
- (3) The Tribe shall ensure that the required reports have been submitted to the funding agency on a timely basis.

(4) Other duties and responsibilities _____

Section IV
TERMS

The Terms of this Agreement shall be for a period commencing
_____, 19__ and ending
_____, 19__.

Section V
COMPENSATION

In consideration of the performance of this Agreement, the Tribe shall reimburse, upon receipt of an invoice detailing expenses pursuant to budgetary line items established to the Board within ten (10) days of receipt of such invoice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first day written above.

FOR THE BOARD

FOR THE TRIBE

Signature

Date

Signature

Date