

5318 Chief Brown Lane
Darrington, Washington 98241-9420

(360) 436-0131
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RESOLUTION #:5/05/09

To Approve SSIT Education Assistance Program Computer Purchase Policy

BE IT RESOLVED BY THE TRIBAL COUNCIL
OF THE SAUK SUIATTLE INDIAN TRIBE
IN THE STATE OF WASHINGTON

WHEREAS, the Sauk-Suiattle Tribal Council is the governing body of the Sauk-Suiattle Indian Tribe of authority of the Constitution and By-Laws as approved by the Secretary of the Interior on September 17, 1975 and in accordance with the Indian Reorganization Act of June 18, 1934; and

WHEREAS, the Sauk-Suiattle Indian Tribal Council is the duly elected governing body of the Sauk-Suiattle Indian Tribe; and

WHEREAS, the Sauk-Suiattle Indian Tribal Council is charged with the responsibility for the protection of the health, welfare and safety of the members of the Sauk-Suiattle Indian Tribe; and

WHEREAS, the Sauk-Suiattle Education Department has determined a need to establish Policies and Procedures for the Tribal Assistance Educational Program.

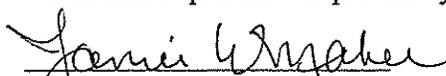
THEREFORE BE IT RESOLVED, that the Sauk-Suiattle Tribal Council approves the Sauk-Suiattle Indian Tribe Educational Assistance Program Computer Purchase Policies and Procedures.

BE IT FURTHER RESOLVED, that the Sauk-Suiattle Tribal Council does not waive, alter, or otherwise diminish its sovereign immunity, whether express or implied, by virtue of the enactment of this resolution or any administrative or legal action which may arise directly or indirectly from the same, nor does the Sauk-Suiattle Tribal Council waive, alter, or otherwise diminish any rights, privileges, remedies, or services guaranteed by the Point Elliot Treaty; now

BE IT FINALLY RESOLVED, that the Sauk-Suiattle Tribal Council authorizes the Tribal Council Chairman to sign all documents on behalf of the Sauk-Suiattle Tribe and in his absence, the Vice-Chairperson of the Sauk-Suiattle Tribal Council is authorized to sign all documents.

CERTIFICATION

The above resolution was duly approved at a regular Tribal Council meeting on May 1st, 2009, at which time a quorum was present by a vote of: 3 For 0 Against: 2 Abstain: 2 Absent.


Janice W. Mabee, Chairman

ATTEST:


Nancy A. DeCoteau, Secretary

Sauk-Suiattle Indian Tribe
Educational Assistance Program
Computer Purchase
Policies and Procedures

Purpose

It is the policy of the Sauk-Suiattle Indian Tribe to encourage all members to seek higher education. The purpose of this policy is to provide educational/career support to tribal member recipients and/or students in the form of appropriate computer hardware and software, based on individual needs and requirements of the student/recipient. It is the desire of the Tribal Council that the equipment will provide incentive to the tribal member to complete their declared educational/vocational career goal(s). Such equipment shall become the sole and exclusive property of the recipient upon completion of his/her declared educational/vocational/career goal(s).

Eligibility

1. Must be an enrolled member of the Sauk-Suiattle Indian Tribe;
2. Be at least 17 years of age;
3. Tribal member/student must be enrolled, or accepted for enrollment, in a community; college, or vocational program, or in a college or university which is regionally accredited and offers a Bachelor's Degree or courses transferable to a Bachelor's Program.
4. Tribal member/student must have never received a computer from Sauk-Suiattle Indian Tribe paid out of educational funds

Application Procedure

All steps listed below must be completed and required forms turned into the Sauk-Suiattle Education Department for funding consideration of a computer to be used to support educational goals.

1. Current higher education application on file;
2. Completed computer application form. Form is available from the Sauk-Suiattle Education Department. The completed form shall be mailed or delivered to:

Sauk-Suiattle Education Department
5318 Chief Brown Lane
Darrington, WA 98241

3. If a computer request is granted the student/recipient will
 - a. Read, understand, and sign the Sauk-Suiattle Indian Tribe Computer User Agreement

Approval Process

1. All applications shall be reviewed for accuracy and completion by Sauk-Suiattle Indian Tribe's Education Director

2. Completed and approved applications will be forwarded to Sauk-Suiattle Indian Tribe's General Manager for final approval/denial
3. Upon approval, Sauk-Suiattle Indian Tribe's Education Director will submit appropriate documents to complete purchase of computer

**SAUK-SUIATTLE INDIAN TRIBE
COMPUTER USE AGREEMENT**

THIS AGREEMENT (hereinafter "Agreement") is made and entered into by and between the Sauk-Suiattle Indian Tribe (hereinafter, the "Tribe"), 5318 Chief Brown Lane, Darrington, WA 98241, a federally recognized Indian Tribe of Washington, and Tribal Member, _____, _____, _____, (hereinafter referred to as "Recipient"), effective when signed hereunder.

PURPOSE

The purpose of this Agreement is to provide educational/career support to tribal member recipients and/or students in the form of appropriate computer hardware and software, based on individual needs and requirements of the student/recipient. It is the desire of the Tribal Council that the equipment will provide an incentive to the tribal member to complete their declared educational/vocational/career goal(s). Such equipment shall become the sole and exclusive property of the recipient upon completion of his/her declared educational/vocational/career goal(s).

1. TERMS

The term of this agreement shall commence when signed by the parties and continue until such time that the Recipient either completes the declared educational/vocational/career goal(s) or conversely, clearly withdraws from the program.

Applicant hereby acknowledges receipt of the following computer hardware and software that is subject to the terms and conditions of this agreement:

- a.
- b.
- c.
- d.

2. CONDITIONS

- A. Educational equipment is limited to \$1,500 and all equipment shall be purchased by the Tribe;
- B. Recipient must go through the Tribal Educational Assistance Program to determine eligibility;
- C. If Recipient is a student he/she is responsible for providing tribe with proof of ongoing attendance and grades at the end of each semester and/or quarter;
- D. Recipient is required to contact the Education Program immediately if the equipment is either lost or stolen;
- E. If Recipient drops out of school, he/she must contact the Tribal Educational Program within (30) thirty days of losing student status and at that point the Tribe reserves the right to require that the equipment be returned or allow the Recipient to retain the equipment, for good cause shown (i.e., demonstrable intent to attend the following semester, illness, death in the family);

**SAUK-SUIATTLE INDIAN TRIBE
COMPUTER USE AGREEMENT**

3. LOSS, DAMAGE

Recipient will promptly notify the Tribe of any damage to or loss or destruction to the equipment with full details of the occurrence in order for the Tribe to file an insurance claim.

4. TERMINATION

The Tribe may terminate this Agreement for failure of Recipient to fulfill its obligations under this Agreement by delivering to Recipient a Notice of Termination specifying the reason therefore and the effective date of termination. Upon the effective date of termination, the Recipient, at his own expense, shall return the equipment in the same repair and condition, taking into account normal wear and tear and depreciation, as at the commencement of this Agreement.

5. DEFAULT BY RECIPIENT

Recipient's failure to stay in school, absent demonstrable good cause, may constitute an event of default of this Agreement. While an event of default exists, the Tribe, at its discretion, may exercise any one or more of the following remedies: (a) terminate this Agreement or (b) require Recipient to redeliver the equipment immediately to the Tribe.

6. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding between the Tribe and Recipient and supersedes any other agreement or understanding, whether written or oral, relating thereto.

7. NOTICE

Notices under this Agreement shall be in writing and shall be sent to each party at its address or fax number set forth above or by first class mail, deemed delivered after three days or upon personal delivery to the Tribe and Recipient.

8. AMENDMENT

This Agreement may be amended only by an instrument in writing signed by the Tribe and the Recipient.

9. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the Sauk-Suiattle Indian Tribe of Washington with venue and jurisdiction of any disputes heard in the Sauk-Suiattle Tribal Court.

**SAUK-SUIATTLE INDIAN TRIBE
COMPUTER USE AGREEMENT**

10. SOVEREIGN IMMUNITY

Nothing in this Agreement or any actions taken by the Sauk-Suiattle Indian Tribe under this Agreement shall constitute or be construed, in any way, as a waiver or diminishment of Tribal Sovereign Immunity, either express or implied.

IN WITNESS WHEREOF, the Tribe and the Recipient have executed this Agreement on _____.

RECIPIENT/STUDENT

SAUK-SUIATTLE INDIAN TRIBE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

SAUK-SUIATTLE INDIAN TRIBE
REQUEST FOR COMPUTER
APPLICATION

TODAY'S DATE: _____

APPLICANT NAME: _____

MAILING ADDRESS: _____

TELEPHONE: _____

DATE OF BIRTH: _____

TRIBAL ID#: _____

NAME OF EDUCATIONAL INSTITUTION ATTENDING:

REASON FOR REQUEST: _____

FOR DEPARTMENT USE ONLY:

DATE SUBMITTED: _____

REQUEST ACCEPTED/DATE: _____

REQUEST DENIED/DATE: _____

REASON FOR DENIAL: _____