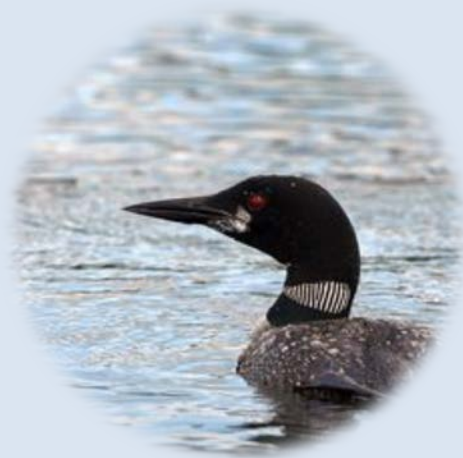




LLTC Board of Trustees Manual



6945 Little Wolf Rd. NW
Cass Lake, MN 56633
(218) 335-4200
www.lltc.edu

TABLE OF CONTENTS

I.	About Leech Lake Tribal College.....	3
	A. History and Background	3
	B. Mission.....	4
	C. Vision.....	4
	D. Motto.....	4
	E. Anishinaabe Values	4
	F. LLTC Organization.....	6
II.	Organization and Structure of Leech Lake Tribal College Board of Trustees	7
	A. LLTC Board of Trustees	7
	B. Governing Documents of LLTC Board of Trustees.....	7
III.	Leech Lake Tribal College Charter.....	8
IV.	Leech Lake Tribal College By-Laws	22
V.	Forms for Board of Trustees Applicants.....	35
	A. Nomination Application.....	35
	B. Qualification for Confirmation as Board Member	37
	C. Code of Ethics	38
	D. Conflict of Interest Policy	39
	E. Oath of Office.....	41
	F. Affidavit.....	42
VI.	An Overview of the Higher Learning Commission’s Institutional Accreditation Process.	50
VII.	About AIHEC	56
VIII.	Common Data Set of U.S. Higher Education Terminology	58

ABOUT LEECH LAKE TRIBAL COLLEGE

History and Background

The Leech Lake Band of Ojibwe established Leech Lake Tribal College by Tribal Resolution in July 1990. For two years, courses were offered in extension from the University of Minnesota at Duluth, Bemidji State University, Itasca and Brainerd Community Colleges. In the fall quarter of 1992, Leech Lake Tribal College began offering its own courses leading toward the Associate in Arts and the Associate in Applied Science Degrees.



The college had its first graduate of the Associate in Arts program in Anishinaabe Language and Culture in the spring of 1993. In 1994, the College was accorded status as a Land Grant Institution by the United States Congress. Also in 1994, seventeen graduates completed their Associate in

Arts degrees and Associate in Applied Science degrees. By the spring of 1995, the number of graduates had increased to twenty-four.

The College moved classrooms and administration to the former Cass Lake High School building in the fall of 1994, resulting in an increased student enrollment of 196. These students were enrolled in two-year Associate in Arts transfer degree programs, or in two-year technical programs leading to an Associate in Applied Science degree, or in one-year vocational programs. Today, Leech Lake Tribal College includes approximately 65 instructors, staff, and administrators, and a semester average of 225 students. Most of our students are from the Leech Lake Reservation and surrounding Reservations in Northern Minnesota. Approximately 8% of the students enrolled at the College are non-Indians.

The College was accredited as a post-secondary Vocational School in 1993. The College was awarded candidacy status with the Higher Learning Commission of the North Central Association in 2002 for its associate degree programs, and continued candidacy in 2004. Full accreditation status was granted on September 26, 2006, for the maximum initial accreditation period of five years, with no focus visits required, and continuing accreditation was awarded in 2010.

The College is a member of the American Indian Higher Education Consortium and the Association of Public and Land-grant Universities. The College receives its base funding from the Bureau of Indian Affairs under the authority of the Tribally Controlled Community College Act (Title I, P.L. 95-471).

Mission

Leech Lake Tribal College provides quality higher education grounded in Anishinaabe values.

Vision

To be recognized as a center of academic excellence that advances Anishinaabe worldviews and empowers lifelong learners to be fully-engaged citizens, stewards, and leaders.

Motto

The road to knowledge is eternal.

Anishinaabe Values

Inendizowin (Humility)

- Recognize oneself as an equal part of creation
- Be careful what one says around others
- Demonstrate empathy to others
- Be respectful of the thoughts and ideas of others
- Recognize one's weaknesses and acknowledge the capacity for self-growth
- Develop and practice good listening and observation skills

Debwewin (Truth)

- Speak as honestly as one can according to one's perception
- Be loyal in all relationships
- Avoid hypocrisy

Zoongide'iwin (Courage)

- Face difficult situations with bravery
- Acknowledge one's personal weaknesses and develop strength to combat them
- Demonstrate the ability to take initiative and speak when asked

Gwayakwaadiziwin (Honesty)

- Maintain truthfulness, sincerity, and fairness in all one's actions
- Possess the ability to manage confidential information
- Communicate with others fairly and truthfully

Manaa'iji'idiwin (Respect)

- Accept cultural, religious, and gender differences
- Maintain high standards of conduct at all times
- Safeguard the dignity, individuality, and rights of others
- Practice ethical behavior at all times

Zaagi'idiwin (Love)

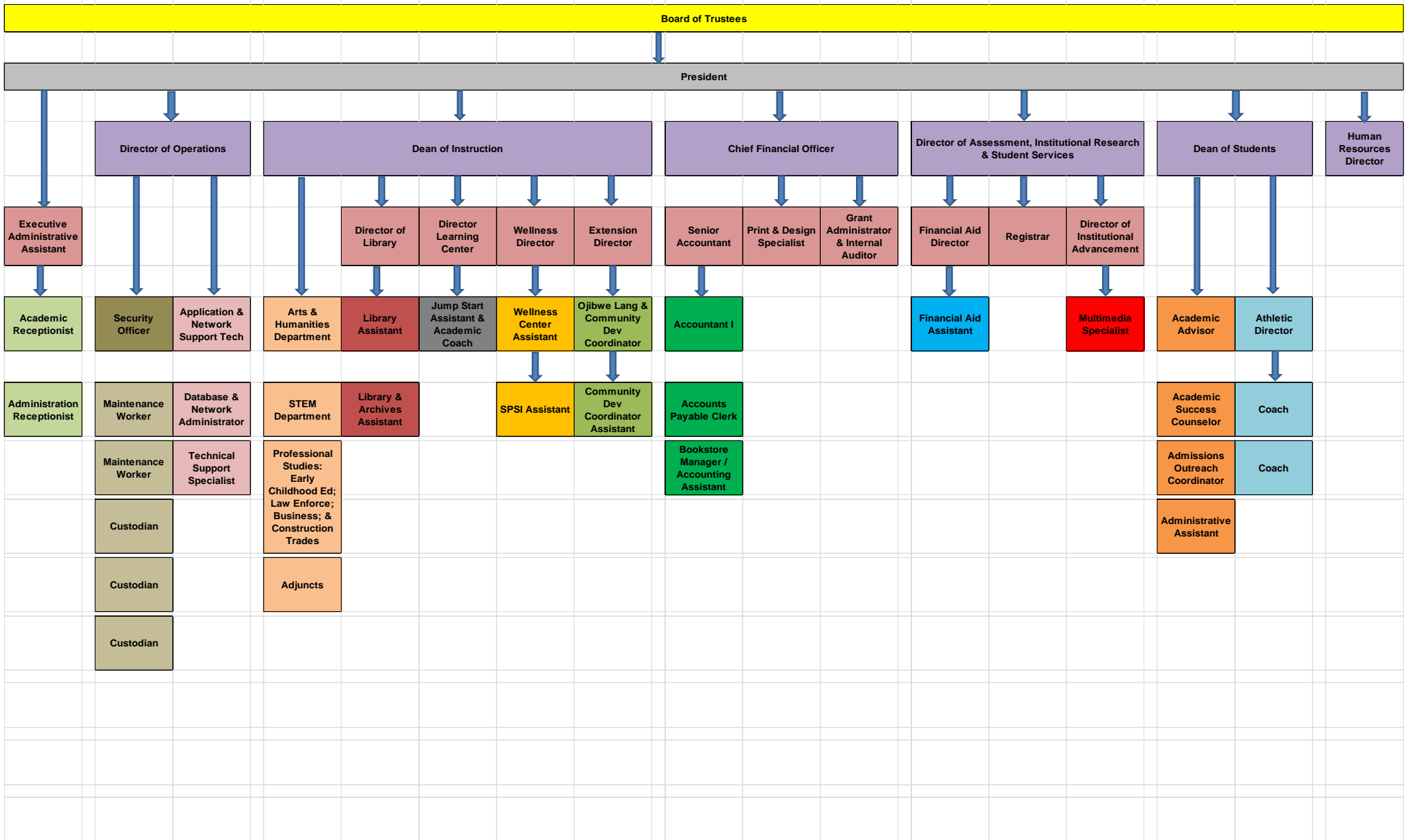
- Work cooperatively and harmoniously with others
- Show kindness and compassion
- Demonstrate acceptance and the empowerment of others
- Offer hope, encouragement, and inspiration

Nibwaakaawin (Wisdom)

- Persist in acquiring knowledge and improving skills
- Strive for the accomplishment of goals and dreams
- Seek guidance from elders and qualified advisors
- Acknowledge the opportunity to learn from others
- Practice ethical behavior at all times
- Take time to reflect on all our experiences

Leech Lake Tribal College
Organizational Chart Considerations
 Updated 01/07/2016

Denotes Presidents Admin Team
 Denotes Presidents Mgmt Team



Leech Lake Tribal College Board of Trustees

The Leech Lake Tribal Council chartered the Leech Lake Tribal College in July 1990. The College derives its authority from the sovereignty and constitution of the Tribe. The responsibility and care of the college are vested in the Leech Lake Tribal College Board of Trustees, all of whom are enrolled members of the Leech Lake Band of Ojibwe.

Governing Documents of the Leech Lake Tribal College Board of Trustees

The Leech Lake Tribal Council authorized the formation of the Board of Trustees through a tribal resolution, and acknowledges the autonomy of the Board of Trustees in governance and oversight of the College's policies, as indicated in Article I, Section 2 of the *Leech Lake Tribal College Charter*.

The Board of Trustees is governed by the following two documents:

- A. The Leech Lake Tribal College Charter
- B. The By-laws of the Leech Lake Tribal College Board of Trustees

Charter of Leech Lake Band of Ojibwe and Leech Lake Tribal College



**Revised
January 14, 2016**

CONTENTS

ARTICLE I.....	4
ESTABLISHMENT OF THE COLLEGE AND PURPOSE OF THE INSTITUTION	4
Section 1. Short Title.....	4
Section 2. Authority	4
Section 3. Location.....	4
Section 4. Duration.....	4
Section 5. Purpose	4
Section 6. Definitions	5
Section 7. Effect of Headings.....	6
Section 8. Liberal Interpretation.....	6
Section 9. Implementation.....	6
Section 10. Severability.....	6
ARTICLE II	6
BOARD MEMBERS: QUALIFICATIONS FOR OFFICE, TERMS AND CONDITIONS OF OFFICE, VACANCIES, OATHS AND VIOLATIONS	6
Section 1. Board Member.....	6
Section 2. Term of Office.....	6
Section 3. Duties and Responsibilities	7
Section 4. Qualifications for Confirmation as Board Member.....	8
Section 5. Professional Development.....	9
Section 6. Vacancy in Office of Board Members.....	9
Section 7. Resignation of a Board Member.....	9
Section 8. Oath of Office.....	10
Section 9. Violations by Board Members - Penalty & Forfeiture	10
ARTICLE III	10
POWERS OF BOARD MEMBERS AND OFFICERS OF THE BOARD	10
Section 1. Board to Approve an Annual Budget for the College	10
Section 2. Board of Trustees to have Control of College Finances and Property	10
Section 3. Board of Trustees - Power to Select or Release the College President	11
Section 4. Board of Trustees - Power to Award Degrees.....	11
Section 5. Board of Trustees - Power to Make Policy	11
Section 6. Power and Duties of Board Chairperson.....	11
Section 7. Election of the Chairperson and Vice-Chairperson of the Board and Their Duties	11

ARTICLE IV	12
COLLEGE BOARD OF TRUSTEES MEETINGS AND MISCELLANEOUS	12
Section 1. Meetings	12
Section 2. Board Members—Conflict of Interest in College Contracts	12
Section 3. Creation of By-laws.....	12
Section 4. Indemnification	12
Section 5. Insurance	13
ARTICLE V	13
SOVEREIGN IMMUNITY	13
Section 1. Immunity of the Leech Lake Band of Ojibwe.....	13
Section 2. Immunity of the Leech Lake Tribal College	13
ARTICLE VI.....	14
AMENDMENTS TO THE CHARTER	14
ARTICLE VII	14
DISSOLUTION	14
WITNESS.....	14

ARTICLE I

ESTABLISHMENT OF THE COLLEGE AND PURPOSE OF THE INSTITUTION

Section 1. Short Title

This Charter shall be known and may be cited as the *Leech Lake Tribal College* Charter, hereinafter referred to as the "College."

Section 2. Authority

This *College* Charter is enacted pursuant to the inherent sovereign authority of the Leech Lake Tribal Council, as the governing body of the Leech Lake Band of Ojibwe, as granted by Article VI of the Revised Constitution of the Minnesota Chippewa Tribe, and as recognized by the United States under Section 16 of the Indian Reorganization Act of 1934, 25 USC § 476.

The Board of Trustees is an agency of the Leech Lake Band of Ojibwe and derives its authority from the Band. Each action of the Board shall conform to the Constitution and statutes of the Leech Lake Band of Ojibwe and to the governments and regulations issued pursuant thereto.

The Leech Lake Tribal Council recognizes and acknowledges the autonomy of the Board of Trustees in the governance and policy-making of the College.

Section 3. Location

The principal office of the College shall be Leech Lake Tribal College, 6945 Little Wolf Road NW, Cass Lake, Minnesota 56633.

Section 4. Duration

The duration of the College's existence shall be perpetual, subject to Article VII of this charter.

Section 5. Mission

The mission of the College shall be exclusively charitable and educational and shall be organized for the following purposes:

1. For educational purposes, within the meaning of section 501 (c)(3) of the Internal Revenue Code of 1954, or the corresponding provision of any future United States Internal Revenue Law. Such purposes include establishing, maintaining, and operating educational institutions at the post-secondary level on the Leech Lake Ojibwe Reservation, with educational, vocational, and technical programs, and curricula leading

to degrees and certificates that may be granted by the College.

2. To provide all persons a quality education grounded in the spirituality, history, and culture of the Anishinaabeg, and to assist tribal members in becoming engaged and creative members of their communities and/or of their tribal nations.
3. To develop Anishinaabe cultural and language studies, and to recognize that the Ojibwemowin is the first language of the Ojibwe people.
4. To nurture a knowledge and respect for women as leaders of their clan families and as traditional and contemporary leaders of the Anishinaabeg.
5. To promote and conduct such research and development activities as deemed necessary for the efficient provision of post-secondary educational opportunities on the Leech Lake Band of Ojibwe Reservation.
6. To serve as the Land Grant Tribal College for the Leech Lake Band of Ojibwe.

Section 6. Definitions

The terms used in the Charter shall be the meaning given to such terms as follows:

- **"Band"** shall mean the Leech Lake Band of Ojibwe.
- **"With Cause"** shall mean an action or inaction that violates the bylaws or charter of the college or employment contract if applicable.
- **"Band member"** shall mean an enrolled member of the Leech Lake Band of Ojibwe.
- **"Leech Lake Band of Ojibwe Reservation"** shall mean all lands within the exterior boundaries of the Leech Lake Band of Ojibwe Reservation; all land held in trust for the Leech Lake Band of Ojibwe by the United States government; and, all lands owned by the Leech Lake Band of Ojibwe.
- **"Tribal Council"** shall mean the governing body of the Leech Lake Band of Ojibwe.
- **"Charter"** shall mean the College Charter.
- **"Board of Trustees"** shall mean the governing officers of the College.
- **"Leech Lake Tribal College"** shall mean the name of the organization.
- **"Tribal Court"** shall mean the Leech Lake Band of Ojibwe tribal court.

Section 7. Effect of Headings

Article and Section headings contained herein are for convenience of reference only and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of any article or section of this Charter.

Section 8. Liberal Interpretation

The provisions of this charter, being necessary for the welfare of the Band and its members, shall be liberally construed to affect the purpose and objective hereof, but in all cases, will be consistent with the laws of the Leech Lake Band of Ojibwe.

Section 9. Implementation

This charter shall take effect and be in full force from and after its approval and passage by the Tribal Council and shall remain in effect until dissolved by resolution of the Tribal Council.

Section 10. Severability

The provisions of this Charter are severable; if any part or provision hereof shall be held void by the Tribal Council or Tribal Court, that decision shall not affect or impair any of the remaining provisions of the Charter.

ARTICLE II

BOARD MEMBERS: QUALIFICATIONS FOR OFFICE, TERMS AND CONDITIONS OF OFFICE, VACANCIES, OATHS AND VIOLATIONS

Section 1. Board Member

The College Board of Trustees (who shall be known as Board members) shall consist of seven (7) voting members, selected through an application process that is open to any qualifying member of the Leech Lake Band of Ojibwe. Additionally, the College Student Council may appoint their President as the student representative each year to serve as a non-voting member. The student representative must remain in good standing academically and must meet all other requirements of Board membership except the age requirement and Band member requirement.

Section 2. Term of Office

The term of office for each Board member shall be staggered. Three (3) Board members shall serve for an initial term of two years; two (2) Board members shall serve for an initial term of three years; two (2) board members shall serve an initial term of four years; and the student representative shall serve a one-year term. A normal maximum term of office will be four (4) years. The length of terms of the initial members of the Board of Trustees shall be determined by lot at the first meeting of the Board. At least (2) members of the Board of Trustees shall be elected from each of the three (3) voting districts on the Leech Lake Band of Ojibwe Reservation.

Section 3. Duties and Responsibilities

The Board of Trustees shall be responsible to the Leech Lake Band of Ojibwe and sensitive to their hopes, ambitions, and needs. The Board shall have the responsibility of formulating broad public policy for college education in the service area. As the policy-making body of the College, the Board shall be charged with the oversight and control of the College. The Board shall follow the Conflict of Interest Policy contained in the College's Board of Trustees' Manual. The formulation and adoption of written policies shall constitute the basic method by which the Board exercises this leadership in the operation of the College.

Without limiting the powers granted to the Board by the Tribal Council and subject to lawful and applicable rules and regulations, Board responsibilities are as follows:

1. Appoint or release with cause the President of the College.
2. Adopt and periodically review a statement of philosophy, mission, vision, and goals, which clarifies basic educational responsibilities of the College.
3. Establish broad general policies for the governance of the College and hold the President accountable for administering them.
4. Consider and take appropriate action on recommendations of the President in matters of uniform policy relating to the welfare of the College, such as admission and retention of students, student conduct, curricular offerings, governance, tuition and fees, financial management, salary schedules and general personnel policies, due process and confidentiality of records.
5. Utilize attorneys, auditors and other agents as required to complete the business of the College.
6. Adopt an annual budget to finance the operation of the College in accordance with the statutes of the Tribe and lawful applicable regulations.

7. Approve and review all construction contracts and approve all expenses on these contracts.
8. Provide required personnel, physical facilities and means of financial support to carry out the goals and objectives of the College.
9. Review and take action on matters relating to site selection and physical plant development.
10. Solicit communications and input from citizens and organizations of the College on matters of policy, administration and other items of public concern affecting the College.
11. Appraise the efficiency of College operations and evaluate the educational programs.
12. Refer all matters concerning the College (except the selection of the President) directly to the President for study and recommendation before such matters are considered by the Board.
13. Inform the public concerning the progress and needs of the College, the educational programs, and the financial status of the College, and accurately account to the public for receipts and expenditures.
14. Perform such other duties as may be prescribed by law and act directly in matters not covered by specific law or policy.
15. Ensure evaluations happen in accord with the Faculty Manual.
16. Perform an annual evaluation of the LLTC President's performance.
17. Perform an annual self-evaluation of the Board of Trustees.
18. Ensure that due process is provided to all LLTC employees.

Section 4. Qualifications for Confirmation as Board Member

The qualifications for confirmation as a Board member are as follows:

1. Each candidate for membership will demonstrate a long-term interest in education and job training.
2. Each candidate for membership will demonstrate a high degree of ethical standards and community service.
3. Each candidate for membership will be an enrolled member in the Leech Lake Band

of Ojibwe.

4. Each candidate for membership shall have at least a high school diploma or GED, and must possess a general knowledge of post-secondary education.
5. At least four (4) members will hold a baccalaureate degree.
6. Each candidate for voting membership will be at least twenty-five years of age.
7. Each of the seven (7) Board members will represent a voting district of the Leech Lake Band of Ojibwe Reservation; and one (1) member (usually the Student Council President) will be a student in good standing and elected by the Student Council of the College.
 - a. At least four (4) members will be residents of the Leech Lake Reservation:
 - b. One member will be an elder, at least 55 years old.
 - c. One member will represent the business community.
 - d. One member will represent the higher education community.
 - e. One member will represent the Leech Lake Reservation education community.

Section 5. Professional Development

New and continuing Board members will complete formal training in the roles and functions of College Boards of Trustees. New Board members will complete eight (8) hours of training within 90 days of assuming their duties as members of the Board. A minimum of eight (8) hours of formal board training will be required of each Board member during each year of service.

Section 6. Vacancy in Office of Board Members

For the purpose of selecting candidates to fill a Board vacancy, the Board shall publish notice of vacancy for at least thirty (30) days after such vacancy shall occur. The Board shall select an individual from among qualified applicants, based solely on his/her qualifications for the office, and the person's qualifications shall be entered with the official record of the Board's proceedings. If a vacancy shall occur in the office of Board Chairperson, the Board shall select a new Chairperson from among the existing Board members.

Section 7. Resignation of a Board Member

Any Board member may resign his/her position by providing a written notice of resignation to the Board of Trustees, which will become effective upon majority vote of the Board of Trustees at a regularly scheduled Board meeting.

Section 8. Oath of Office

Every person confirmed to any office under this Charter shall, before entering upon the duties of office, take and subscribe an oath of office and file a written and signed affidavit of the same with the Human Resources Director at College. The Oath of Office shall be administered by the Chairperson of the College Board of Trustees to all newly elected Board Members at the next regular meeting of the College Board of Trustees following the election. If the Chairperson is the person elected, the Vice Chairperson shall issue the Oath of Office at the Board meeting.

Section 9. Violations by Board Members - Penalty & Forfeiture

Any Board Member who shall willfully violate or evade any of the provisions of law, or commit any fraud upon the college, or convert any of the public property to his/her own personal use or knowingly permit any other person to convert it, or by gross or culpable neglect of duty allow the same to be lost to the College, shall forfeit the office and be excluded forever from holding any office under the Charter of the College and shall be liable to refund to the College any amount lost to the College by reason of such violation of law.

A majority vote of the Board of Trustees shall be required to remove a Board member.

ARTICLE III

POWERS OF BOARD MEMBERS AND OFFICERS OF THE BOARD

Section 1. Board to Approve an Annual Budget for the College

The Board will approve an annual budget for the College operations before **July 1** of each year.

Section 2. Board of Trustees to have Control of College Finances and Property

The Board of Trustees shall have the management and control of the Colleges finances and all property of the College. The Board may provide for the sale of real property, provided however, that no real property belonging to the College shall be sold unless ordered sold by a vote of three-fourths of all the members of the Board.

The Board of Trustees shall be authorized to secure debts on behalf of the Tribal College and to enter into necessary business agreements; any waiver of sovereign immunity, however,

shall be approved by the LLBO Tribal Council.

Section 3. Board of Trustees - Power to Select or Release the College President

Following a selection process, the Board of Trustees has sole authority to appoint the President of the College, or to remove the President with cause. The Board shall promptly inform the Leech Lake Band of Ojibwe Tribal Council of their selection of a new President, or of their termination of the President of College.

Section 4. Board of Trustees - Power to Award Degrees

The Board of Trustees shall have the power to award degrees upon satisfactory completion of the requirements for the degree awarded.

Section 5. Board of Trustees - Power to Make Policy

The Board of Trustees shall have full power and authority to make, enforce, alter, amend, or repeal any policy for the good order of the College. All policy of the Board of Trustees shall be passed by an affirmative vote of a quorum of the Board, by "ayes" and "nays," which shall be entered into the record of the Board.

Section 6. Power and Duties of Board Chairperson

The Board Chairperson shall ensure that the mission and goals of the College are duly observed and implemented. The Chairperson shall take care that all other Board members and administrative employees of the College discharge their respective duties. The Chairperson shall address the LLBO Tribal Council annually on the state of the College, proposing therein plans and programs for the physical and economic development of the College and academic well-being of the students. Deleted portion

Section 7. Election of the Chairperson and Vice-Chairperson of the Board and Their Duties

Every two years, at the January quarterly meeting of the Board of Trustees, the Board shall proceed to elect, by secret ballot from their membership, a Chairperson and Vice-Chairperson. The Chairperson shall preside over the meetings of the College Board of Trustees, and when the Chairperson is absent or unable for any reason to discharge his or her required duties, the Vice-Chairperson shall discharge the duties of the Chairperson and act in the Chairperson's place. While performing the duties of Chairperson, any acts performed by the Vice-Chairperson serving as Chairperson shall have the same force and validity as if performed by the Chairperson.

ARTICLE IV

COLLEGE BOARD OF TRUSTEES MEETINGS AND MISCELLANEOUS

Section 1. Meetings

The Board of Trustees shall hold quarterly meetings, and the Chairperson may call special meetings by providing sufficient notice to each of the members. At such special meetings, no business shall be transacted other than that designated in the meeting notice. Except for Executive Sessions, all Board of Trustees meetings shall be open to the public, and reasonable measures will be taken to assure that meeting schedules and places are publicized. The Board will present verified copies of monthly meeting minutes to the Tribal Council on a quarterly basis.

Section 2. Board Members—Conflict of Interest in College Contracts

All Board members or other officers or employees shall avoid all conflicts of interest in any activity of the College and shall avoid even the appearance of a conflict of interest. The Board shall follow the Conflict of Interest Policy contained in the College's Board of Trustees' Manual.

Section 3. Creation of By-laws

The Board of Trustees shall create By-laws to govern the conduct of the business that comes before the Board of Trustees.

Section 4. Indemnification

The College shall indemnify any Board Member or administrative officer of the College made or threatened to be made party to a proceeding by reason of the former or present official capacity of the person against judgment, penalties or fines assessed against the person with respect to settlements and reasonable expenses, including attorney fees and disbursements incurred by the person complained of in the proceedings, provided the person:

1. Has not been indemnified by another organization for the same judgments, penalties, fines, and reasonable expenses, including attorney fees and disbursements incurred by the person in connection with the proceeding with respect to the same acts or omissions;
2. Acted in good faith;
3. Received no improper personal benefit through conflict of interest or otherwise; and

4. In case of acts or omissions occurring in his/her official capacity, the person reasonably believed that the conduct was in the best interest of the College.

Section 5. Insurance

The Board of Trustees shall purchase and maintain errors and omissions insurance on behalf of a person, in that person's official capacity, against any liability asserted against and incurred by the person in or arising from that capacity.

ARTICLE V

SOVEREIGN IMMUNITY

Section 1. Immunity of the Leech Lake Band of Ojibwe

The College is covered by both federal and tribal law with all the privileges and immunities of the Leech Lake Band of Ojibwe, except as specifically limited by these Articles, including sovereign immunity from suit in any state, federal or tribal court. Nothing contained in these Articles shall be deemed or construed to be consent to the jurisdiction of the Courts of the United States, or of any State with regard to the business or affairs of College.

The inherent sovereign rights of the Band as a federally recognized Indian Tribe with respect to the existence and activities of the College are hereby expressly reserved, including sovereign immunity from suit in any state, federal or tribal court. Nothing herein or any action of the College shall be deemed or construed to be a waiver of sovereign immunity of the Band, or to be a consent of the Band to any cause of action, case or controversy, or to the levy of any judgment, lien or attachment upon any property of the Band or the Board of Trustees; or a consent to suit with respect to any land within the boundaries of the Reservation, or a consent to the alienation, attachment or encumbrance of any such land.

Section 2. Immunity of the College

For the purpose of enabling the College to enter into business agreements, either to secure debts or to provide services or products, the College Board of Trustees shall be authorized to agree by specific written agreement with a party to a limited waiver of sovereign immunity, provided: (a) exclusive jurisdiction to interpret any provisions of the waiver is the Leech Lake Band of Ojibwe Tribal Court; (b) the purpose for the limited waiver is explicitly stated; (c) the time limits in which said waiver or qualification shall be effective; (d) it contains the words "sovereign immunity". However, any waiver of sovereign immunity is not effective

until it is supported by a duly passed and executed resolution of the Leech Lake Reservation Business Committee.

The sovereign immunity of the Leech Lake Band of Ojibwe shall extend to all official actions of the College, the Board of Trustees, and all agents and employees of the College during the course of their official duties. This immunity excludes any criminal activity. No Director, member, officer, or trustee shall be held personally liable, and shall be indemnified against liability by the College, for any action or decision made in good faith belief that the action or decision was in the best interests of the College and within the scope of their responsibility and authority, and for which they received no improper personal benefit.

In seeking redress of grievances against the College, persons subject to tribal jurisdiction shall exhaust all remedies available to them pursuant to the Leech Lake Personnel Policies applicable to the College before seeking redress of grievance against the College in the Leech Lake Tribal Courts.

ARTICLE VI

AMENDMENTS TO THE CHARTER

This Charter is adopted pursuant to the inherent sovereign power of the Leech Lake Band of Ojibwe and may be amended by the College Board of Trustees.

ARTICLE VII

DISSOLUTION

The property of this College is irrevocably dedicated to charitable and educational purposes, and no part of the net income or assets of this College shall ever inure to the benefit of any Board Member or employee thereof or to the benefit of any private person. Upon the dissolution of the College, its assets remaining after payment, or provision for payment, of all debts and liabilities of this College shall be distributed to the Leech Lake Tribal Council if it is then in existence, but if not then in existence or exempt, to another nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable and educational purposes and which has established its tax exempt status under Section 501 (c) (3) of the Internal Revenue Code.

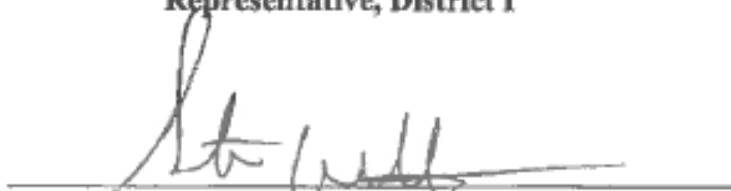
WITNESS

In witness whereof, we, the undersigned members of the Leech Lake Tribal Council, have approved the revised College Charter this 14th day of January, 2016.


Chair


Secretary/Treasurer


Representative, District I


Representative, District II


Representative, District III

LEECH LAKE TRIBAL COLLEGE

Board of Trustees By-Laws Leech Lake Tribal College



Revised: October 21, 2015

Contents

ARTICLE I – NAME AND DURATION OF THE COLLEGE.....	4
1.1 OFFICIAL NAME OF THE COLLEGE	4
1.2 DURATION	4
ARTICLE II – GOVERNANCE OF THE COLLEGE.....	4
2.1 NAME.....	4
2.2 REGISTERED OFFICE.....	4
2.3 REGISTERED AGENT.....	4
ARTICLE III – LEGAL STATUS OF THE BOARD	4
3.1 LEECH LAKE BAND OF OJIBWE.....	4
3.2 AUTONOMY.....	4
ARTICLE IV – ORGANIZATION OF THE BOARD OF TRUSTEES	4
4.1 COMPOSITION	4
4.2 QUALIFICATIONS OF BOARD MEMBERS.....	5
4.3 SELECTION OF BOARD MEMBERS	5
4.4 TERM OF OFFICE.....	5
4.5 PROFESSIONAL DEVELOPMENT	6
4.6 RESIGNATION	6
4.8 VIOLATIONS BY BOARD MEMBERS.....	6
ARTICLE V – ELECTION AND DUTIES OF THE BOARD OF TRUSTEES OFFICERS	6
5.1 OFFICERS	6
5.2 DUTIES OF OFFICERS	6
5.2.1 CHAIRPERSON.....	7
5.2.2 VICE-CHAIRPERSON	7
5.2.3 SECRETARY.....	7
5.2.4 TREASURER.....	7
5.2.5 SPIRITUAL ADVISOR.....	7
ARTICLE VI – CONDUCT OF MEETINGS OF THE BOARD OF TRUSTEES	7
6.1 MEETING TIMES	7
6.2 NOTICE OF MEETINGS	8
6.3 EMERGENCY MEETINGS	8

6.4	QUORUM.....	8
6.5	ATTENDANCE AT MEETINGS.....	8
6.6	OPEN MEETINGS.....	8
6.7	APPEALS BOARD.....	9
6.8	MINUTES OF MEETING.....	9
ARTICLE VII – AUTHORITY OF MEMBERS OF THE BOARD OF TRUSTEES.....		9
7.1	POWER AND AUTHORITY.....	9
ARTICLE VIII – DUTIES AND RESPONSIBILITIES OF THE BOARD OF TRUSTEES.....		9
8.1	HIRING A PRESIDENT.....	9
8.2	STATEMENTS.....	10
8.3	ESTABLISHING POLICIES.....	10
8.4	APPROPRIATE ACTION.....	10
8.5	COLLEGE BUSINESS.....	10
8.6	ANNUAL BUDGET.....	10
8.7	PERSONNEL.....	10
8.8	SAFETY OF INFORMATION.....	10
8.9	MATTERS CONCERNING THE COLLEGE.....	10
8.10	RULES OF PROCEDURES.....	10
8.11	NEPOTISM.....	10
8.12	DAY-TO-DAY OPERATIONS.....	11
8.13	BY-LAWS REVIEW.....	11
ARTICLE IX – BOARD RESTRICTIONS.....		11
9.1	MONETARY GAIN.....	11
9.2	BENEFITS.....	11
9.3	PURPOSES.....	11
9.4	ACTIVITIES.....	11
9.5	ADMISSIONS.....	11
9.6	FEDERAL LAWS AND REGULATIONS.....	12
ARTICLE X – CONFLICT OF INTEREST.....		12
ARTICLE XI – DISSOLUTION.....		12

ARTICLE I – NAME AND DURATION OF THE COLLEGE

1.1 OFFICIAL NAME OF THE COLLEGE

The official name of the College, established in 1990 and chartered by the Leech Lake Band of Ojibwe, shall be Leech Lake Tribal College.

1.2 DURATION

The duration of the Leech Lake Tribal College's existence shall be perpetual, subject to Article XI, DISSOLUTION.

ARTICLE II – GOVERNANCE OF THE COLLEGE

2.1 NAME

The Governing body shall be known as the Board of Trustees of the Leech Lake Tribal College.

2.2 REGISTERED OFFICE

The Registered Office of the Board of Trustees of the College shall be located at the Leech Lake Tribal College campus, 6945 Little Wolf Road NW, Cass Lake, Minnesota 56633.

2.3 REGISTERED AGENT

The Registered Agent of the Board of Trustees of the College shall at all times be the individual holding the office of Board Chairperson, but only for the duration of his/her term of office.

ARTICLE III – LEGAL STATUS OF THE BOARD

3.1 LEECH LAKE BAND OF OJIBWE

The Board of Trustees is an agency of the Leech Lake Band of Ojibwe and derives its authority from the Band. Each action of the Board shall conform to the Constitution and statutes of the Leech Lake Band of Ojibwe and to the governments and regulations issued pursuant thereto.

3.2 AUTONOMY

The Leech Lake Tribal Council recognizes and acknowledges the autonomy of the Board of Trustees in the governance and policy-making of the College.

ARTICLE IV – ORGANIZATION OF THE BOARD OF TRUSTEES

4.1 COMPOSITION

The Board of Trustees shall consist of seven (7) voting members, and an annually elected Leech Lake Tribal College Student Council President, who shall serve as the student representative and a non-voting member of the Board. The student representative must

maintain good academic standing and must meet all the other requirements of Board Membership except the age requirement and the LLBO membership requirement.

4.2 QUALIFICATIONS OF BOARD MEMBERS

- a. Each candidate for membership will demonstrate a long-term interest in education and job training.
- b. Each candidate for membership will demonstrate a high degree of ethical standards and community service.
- c. Each candidate for membership will be an enrolled member in the Leech Lake Band of Ojibwe.
- d. Each candidate for membership shall have at least a high school diploma or GED, and must possess a general knowledge of post-secondary education.
- e. At least four (4) members will hold a baccalaureate degree.
- f. Each candidate for membership, excluding the student representative, will be at least twenty-five years of age.
- g. Each of the seven (7) Board members will represent a district of the Leech Lake Band of Ojibwe Reservation; and one (1) member (usually the Student Council President) will be a student in good standing and elected by the Student Council of the Leech Lake Tribal College.
- h. At least four (4) members will be residents of the Leech Lake Reservation:
 - One member will be an elder, at least 55 years old.
 - One member will represent the business community.
 - One member will represent the higher education community.
 - One member will represent the Leech Lake Reservation education community.

4.3 SELECTION OF BOARD MEMBERS

As the terms of office for current Board members expire, the selection of new Board members is conducted through an application process that is open to any qualifying member of the Leech Lake Band of Ojibwe. After advertising open Board positions for a period of 30 days, existing Board members review all applications and select the candidate(s) most qualified for the vacant position(s).

4.4 TERM OF OFFICE

The term of office for each Board member shall be staggered. Three Board members shall serve for an initial term of two years; two (2) Board members shall serve for an initial term of three years; two (2) board members shall serve an initial term of four years; and the student representative shall serve a one-year term. A normal maximum term of office will be four (4) years. The length of terms of the initial members of the Board of Trustees shall be determined by lot at the first

quarterly meeting of the Board. At least (2) members of the Board of Trustees shall be elected from each of the three (3) districts on the Leech Lake Band of Ojibwe Reservation.

4.5 PROFESSIONAL DEVELOPMENT

New and continuing Board members will complete formal training in the roles and functions of College Boards of Trustees. New Board members will complete eight (8) hours of training within 90 days of assuming their duties as members of the Board. A minimum of eight (8) hours of formal board training will be required of each Board member during each year of service.

4.6 RESIGNATION

Any Board of Trustees member may resign his/her position by providing a written notice of resignation to the Board of Trustees. The resignation will become effective upon a majority vote of the Board at its regularly scheduled meeting.

4.7 VACANCIES

For the purpose of selecting candidates to fill a Board vacancy, the Board shall publish a notice of vacancy for at least thirty (30) days after such vacancy shall occur. The Board shall select an individual from among qualified applicants, based solely on his/her qualifications for the office, and the person's qualifications shall be entered with the official record of the Board's proceedings. If a vacancy shall occur in the office of Board Chairperson, the Board shall select a new Chairperson from among the existing Board members.

4.8 VIOLATIONS BY BOARD MEMBERS

A 2/3 vote of the Board of Trustees shall be required to remove a Board of Trustees member for misconduct.

ARTICLE V – ELECTION AND DUTIES OF THE BOARD OF TRUSTEES OFFICERS

5.1 OFFICERS

Officers of the Leech Lake Tribal College Board of Trustees shall be the Chairperson, Vice-Chairperson, Secretary and Treasurer. These officers will serve as the Executive Committee of the Board.

5.2 DUTIES OF OFFICERS

The duties and responsibilities of officers shall be those usually pertaining to such positions, including the following specific duties assigned to each office:

5.2.1 CHAIRPERSON

- a. Preside over meetings of the Leech Lake Tribal College Board of Trustees.
- b. Appoint members, with the approval of the Board of Trustees, to all standing and special committees.
- c. Execute all contracts approved by the Board, as well as other official documents legally requiring the signature of the Chairperson of the Board, such as warrants, general obligations and revenue bonds, payroll checks, and loan agreements.
- d. Call special meetings of the LLTC Board of Trustees as required.
- e. Represent the Board at quarterly meetings of the Tribal Council.

5.2.2 VICE-CHAIRPERSON

If the Chairperson of the Board of Trustees shall become vacant, or if the Chairperson is unable to perform his/her duties due to temporary circumstances, the Vice-Chairperson shall serve as the Chairperson. In the event that both the Chairperson and the Vice-Chairperson must be absent from a meeting, the remaining members shall appoint a temporary presiding officer from their own members.

5.2.3 SECRETARY

The Secretary shall keep a record of attendance, as well as the minutes and other pertinent records of all meetings. The Secretary shall also assist in the preparation of all reports.

5.2.4 TREASURER

The Treasurer shall regularly consult with the President concerning the finances of the College and assurances of the implementation of Board policies. The Treasurer shall keep the Board of Trustees apprised of the financial status of the College through monthly reports.

5.2.5 SPIRITUAL ADVISOR

The Spiritual Advisor shall oversee the spiritual well-being of the Leech Lake Tribal College, conduct Anishinaabe ceremonies as appropriate, and support and advise the President and the Board on Anishinaabe cultural matters.

ARTICLE VI – CONDUCT OF MEETINGS OF THE BOARD OF TRUSTEES

6.1 MEETING TIMES

The Board of Trustees shall hold regular quarterly meetings on the campus of Leech Lake Tribal College, or in one of the Reservation communities. Additional meetings may be requested by any Board of Trustees Member, or by the President; the place, date, and

time of such meetings shall be set by the Chairperson, provided that proper notice is given to all parties involved.

6.2 NOTICE OF MEETINGS

Board of Trustee members, and such other persons as the Board may designate, shall be notified in writing by the Secretary of the Board of the time, place, and purpose of all regular and special meetings. Meetings, whether regular or special, shall include an agenda that describes each item of business to be conducted.

6.3 EMERGENCY MEETINGS

Any action required to be taken by the Board of Trustees in cases of extreme emergency may be taken without a formal meeting. An emergency meeting may be conducted by mail, telephone, or by other means deemed appropriate by the Board. However, minutes of such meetings must be signed by all Board of Trustees members and must be filed with the minutes of the preceding Board meeting.

6.4 QUORUM

All meetings of the Board of Trustees shall require a majority of Board members to be present to constitute a quorum and conduct business, which shall require the physical presence of at least four (4) Trustees. If a quorum is established at the beginning of any meeting, no action taken during the period when less than a quorum is present shall be valid. If a quorum cannot be established, a Board member may call the roll, record the names of absentees, and adjourn to meet at a future time.

6.5 ATTENDANCE AT MEETINGS

Any Board member who misses two regular or special meetings without communicating a justifiable cause, shall automatically be removed from office. Thus, a vacancy shall occur on the Board, unless the Board of Trustees – excluding the Trustee who is subject to removal – shall unanimously vote at the next regular meeting to forgive that individual.

6.6 OPEN MEETINGS

Except for special meetings and executive sessions, all meetings of the Board of Trustees shall be public meetings, and notices specifying the date and time of each meeting shall be posted on the College website and at the Tribal Council at least one week prior to a meeting. The order of business of regular quarterly meetings shall include the opportunity for the public to address the Board of Trustees; however, a written request, stating questions or topic for discussion or presentation shall be submitted to the President at least four days prior to a regular meeting. Subject to the discretion of the Chairperson, any individual or group may be heard by the Board on issues not on the agenda, and that lie within the Board's justification.

6.7 APPEALS BOARD

The Board shall establish an appeals process after consultation with the President and Legal Counsel; the process must be approved by a majority vote of a quorum of Board members present at a regular or special meeting.

The role of the Board in hearing appeals is limited to those made by employees that relate to the President of the College. The President may seek consultation with the Board on appeals brought by college staff. Final decisions shall be made by the Board on issues brought before them by college employees.

The Board shall establish an appeals process after consultation with Legal Counsel and a majority vote of Board members, with a quorum present at a regular or special meeting.

This section does not imply that all appeals will be heard.

6.8 MINUTES OF MEETING

Except for Executive Sessions, the minutes of regular and special meetings are public records. The minutes shall be a permanent record for all College Board action and shall be kept on file at the College office. These records shall also be open to inspection by any citizen of the community.

ARTICLE VII – AUTHORITY OF MEMBERS OF THE BOARD OF TRUSTEES

7.1 POWER AND AUTHORITY

Individual members of the Board have power and authority only when acting formally as members of the Board in session, or when entrusted by the Board with specific assignments as defined by the duties enumerated in the By-laws, or by motion of the Board.

ARTICLE VIII – DUTIES AND RESPONSIBILITIES OF THE BOARD OF TRUSTEES

The Board of Trustees is authorized to:

8.1 HIRING A PRESIDENT

Hire a President who shall have the authority to hire Dean(s), administrative staff, faculty and other employees who shall be primarily responsible for carrying out the day-to-day operations of the College, subject at all times to oversight by the Board; the Board also has the authority to release the President of the College with cause. The Board shall inform the Leech Lake Band of Ojibwe Tribal Council immediately of their selection of a new President, or of their termination of the President of Leech Lake Tribal College.

- 8.2 **STATEMENTS**
Adopt and periodically review LLTC's statement of philosophy, mission, vision, and goals, which clarify the basic educational responsibilities of the college.
- 8.3 **ESTABLISHING POLICIES**
Establish broad general policies for the governance of the college and hold the President accountable for administering such policies.
- 8.4 **APPROPRIATE ACTION**
Consider and take appropriate action regarding recommendations of the President in matters of standard policy relating to the welfare of the college, including admission and retention of the students, student conduct, curricular offerings, academic freedom and responsibility, academic standards, academic calendar, governance, tuition fees, financial management, salary schedules, and general personnel policies, due process and confidentiality.
- 8.5 **COLLEGE BUSINESS**
Utilize legal counsel, auditors, and other external agents as required to complete the business of the College.
- 8.6 **ANNUAL BUDGET**
Adopt an annual budget to finance the operation of the College in accordance with the laws of the Tribe and any other applicable regulations.
- 8.7 **PERSONNEL**
Ensure that qualified personnel, physical facilities, and means of financial support are available to carry out the goals and objectives of the College.
- 8.8 **SAFETY OF INFORMATION**
Ensure that all records, information, and affairs of the Board are secured in a safe location.
- 8.9 **MATTERS CONCERNING THE COLLEGE**
Refer all matters concerning the College (excluding the selection of a new President) directly to the President for review and recommendations before such matters are considered by the Board.
- 8.10 **RULES OF PROCEDURES**
Adopt rules of procedures for the conduct of the meetings of the Board of Trustees.
- 8.11 **NEPOTISM**
Prevent nepotism in the hiring of personnel and procurement of goods and services.

8.12 DAY-TO-DAY OPERATIONS

Abstain from involvement in the day-to-day operations of the College.

8.13 BY-LAWS REVIEW

Review these By-Laws annually to accommodate changing conditions; approve revisions and/or adopt amendments to By-Laws as needed.

ARTICLE IX – BOARD RESTRICTIONS

9.1 MONETARY GAIN

The College shall not afford monetary gain, incidentally or otherwise, to its trustees, officers or members, except that the College shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the mission of the College.

9.2 BENEFITS

No part of the net income of the College shall inure to the benefit of any regent, officer, or member, and any balance of money or assets remaining after the full payment of corporate obligations of any and all kind shall be devoted solely to the charitable, educational, and benevolent purposes of the College.

9.3 PURPOSES

The College shall be deemed to be operated exclusively for the following purposes: charitable, educational, social and scientific.

9.4 ACTIVITIES

Notwithstanding any other provisions of these By-Laws as may be adopted by the College, the College shall not carry on any activities not permitted to be carried on:

- a) By a corporation exempt from Federal income tax under Sections 501(c)(3) of the Internal Revenue Code of 1954 as amended, or any future United States Revenue Law; or
- b) By corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954, as amended, or any future United States Revenue Laws.

9.5 ADMISSIONS

Admission to any educational service or activity of the College shall not be denied any student because he or she is not a member of any Tribe.

9.6 FEDERAL LAWS AND REGULATIONS

The Board of Trustees of Leech Lake Tribal College, in compliance with Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1974, Americans with Disabilities Act, and other tribal and federal laws and regulations, does not discriminate on the basis of race, color, ethnicity, national origin, gender, age, sexual orientation, religion, disability, political affiliation, or status as a veteran in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, financial aid, and educational services.

ARTICLE X – CONFLICT OF INTEREST

All Board of Trustees members shall avoid any conflict of interest, or even the appearance of conflict of interest, and shall make known to the Board any possible conflict of interest at the earliest possible time. The minutes shall reflect that a disclosure was made and that the Board member having a conflict of interest abstained from voting. Any Board member who is uncertain whether or not he or she has a conflict of interest should bring the matter before the Board, and the Board shall resolve the matter by the majority vote.

ARTICLE XI – DISSOLUTION

The property of this College is irrevocably dedicated to charitable and educational purposes, and no part of the net income or assets of this College shall ever inure to the benefit of any Board Member or employee thereof or to the benefit of any private person. Upon the dissolution of the College, its assets remaining after payment, or provision for payment, of all debts and liabilities of this College shall be distributed to the Leech Lake Tribal Council if it is then in existence, but if not then in existence or exempt, to another nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable and educational purposes and which has established its tax exempt status under Section 501 (c) (3) of the Internal Revenue Code.

Approved on 21st day of October, 2015.


Chair


Secretary

Forms for Board of Trustees Applicants

Leech Lake Tribal College Board of Trustees Nomination Application

Name: _____

Address: _____

City: _____ Zip: _____ Telephone: (w) _____

SSN: _____ (h) _____

Date of Birth: _____ Leech Lake Band Enrollment No: _____

High School Attend: _____ Yr. Grad: _____

Yr. GED: _____

Colleges Attended/Degrees Earned: _____

Have you ever been convicted of a felony? Yes: _____ No: _____

Do you represent one of the following constituencies?

A: Minnesota Indian Business Community (please describe your affiliation).

B: Leech Lake Reservation Education Community (please describe).

C: Leech Lake Reservation Higher Education Community (please describe).

Please describe any other special qualifications that recommend you as a Board member.

Please attach a copy of your resume. Please include the names, mailing address and telephone numbers of your references.

By signature, you are claiming that the information you provide is true and accurate to the best of your knowledge and authorize the Leech Lake Tribal College Board of Trustees (or their agent) permission to contact your references.

If any information is found to be false or inaccurate, your application will be disqualified.

Date: _____

Signature: _____

Qualifications for Confirmation as a Board Member

- a. Each member will demonstrate a long-term interest in education and job training.
- b. Each member will demonstrate a high degree of ethical standards and community service.
- c. Each member will be enrolled in the Leech Lake Band of Ojibwe.
- d. All members will have been awarded a high school diploma or GED.
- e. At least four members will hold a baccalaureate degree.
- f. Each member shall have a general knowledge about post-secondary education.
- g. Special expertise which will help the Board of Trustees, the President and the President's staff fulfill the mission of the College.
- h. At least twenty-five years of age, except in the instance of an LLTC student who serves a one-year term as a non-voting member of the Board of Trustees.
- i. A minimum of four members are to be residents of the Leech Lake Reservation.
- j. One member will be an elder.
- k. One member will represent the business community.
- l. One member will represent the State of Minnesota higher education community.
- m. One member will represent the Leech Lake Reservation education community.

Leech Lake Tribal College Board of Trustees Code of Ethics

The Board of Trustees of the Leech Lake Tribal College hereby adopts the following “standards of good practice” that will provide guidance and allow the governing board to function more effectively. These standards are designed to clearly outline each Board member’s role, responsibility, and behavior as a Trustee.

As a governing Board member, I pledge to:

1. Bear in mind, under all circumstances, that the primary function of the Board is to *approve and support the policies* by which the Tribal College is to be administered;
2. Devote time, thought, and study to the duties and responsibilities of a Tribal College board member so that I may *render effective and creditable service*;
3. Work with my fellow board members *in a spirit of harmony and cooperation* in spite of differences of opinion that may arise during vigorous debates of points of issue;
4. Base my personal decisions upon all available facts in each situation; *vote my honest conviction* in every case, and remain unswayed by partisan bias of any kind; therefore, to abide by and uphold the final majority decision to the board;
5. Remember at all times that *as an individual I have no legal authority outside the meetings of the board*, and conduct my relationships with the Tribal College staff, the local citizenry, and all media of the community on the basis of this fact;
6. *Resist every temptation* and outside pressure to use my position as a Tribal College Board member *to benefit myself or any other individual* or agency apart from the total interest of the Tribal College community;
7. Recognize that it is as important for the Board to *understand and evaluate the education programs of the Tribal College* as it is to plan for the business of college operations;
8. *Welcome and encourage active cooperation by citizens, organizations, and the media* of communication in the community with respect to establishing policy on current college operations and proposed future developments;
9. Support the *American Indian Higher Education Consortium*;
10. Finally, strive step-by-step *toward ideal conditions* for the most effective Tribal College Board service to my community, in a spirit of teamwork and devotion to a public education as the greatest instrument for the *growth and development of our reservation community*.

I solemnly swear to uphold the above principles, and I take this oath freely, willingly, and with great honor.

Trustee,
Leech Lake Tribal College

Date

Leech Lake Tribal College Conflict of Interest Policy for Board Members

1. *Organizational Membership*

List community and other organizations of which you are a member. If other than general member, please specify office held. If compensated, so note.

2. *Tribal College staff or other Leech Lake Reservation staff membership*

Please list if you are a member of the Tribal College staff or other Leech Lake Reservation staff membership.

Yes_____ No_____ Tribal College Staff

Yes_____ No_____ Leech Lake Reservation

Pursuant to the purposes and intent of the resolution adopted by the governing board requiring disclosure of certain interests, a copy of which has been furnished to me, I hereby state that I or members of my immediate family have the following affiliations or interests and have taken part in the following transactions that, when considered in conjunction with my position with or relation to Leech Lake Tribal College, might possibly constitute a conflict of interest (check “none” where applicable).

3. *Outside Interests*

Identify any interests, other than investments, pertaining to yourself or an immediate family (for example, son owns “_____,” or wife works for “_____”).

() None

4. *Investments*

List and describe all investments held by immediate family members of your household that might be considered “material financial interests.”

() None

5. *Outside Activity*

List activities in which you or other immediate family members of your household are engaged that might be regarded as constituting a conflict of interest. (For example, wife is a consultant to “_____”).

() None

I hereby certify that neither I, nor any member of my immediate family, have accepted gifts, gratuities, nor entertainment that might influence my judgment or actions concerning the business of Leech Lake Tribal College, except as listed below.

() None

I hereby agree to report to the Chairperson of the Board any conflict of interest situation that may develop before completion of my next questionnaire.

NAME: _____

POSITION: _____ DATE: _____

Oath of Office

Leech Lake Tribal College Board of Trustees

This Oath of Office is to be administered by the Chairman and Secretary-Treasurer of the Leech Lake Tribal Council to newly confirmed members of the Leech Lake Tribal College Board of Trustees, in accordance with the Leech Lake Band of Ojibwe/Leech Lake Tribal College Charter, Article II, Section 8, in conjunction with a written and signed Affidavit of the same (ATTACHED).

I, _____, do hereby solemnly swear to serve on the Leech Lake Tribal College's Board of Trustees, which has been designated as the policy-making body of the Leech Lake Tribal College. As a member of the Board of Trustees, I do solemnly assume the responsibilities of a Board member, as they are identified within the Tribal College Charter and the By-Laws of the Board of Trustees, and to abide by the Trustee Code of Ethics. As a member of the Board of Trustees, I do solemnly swear to avoid all conflict of interest in any financial activity and to avoid any appearance of a conflict of interest.

In accepting this responsibility, I understand that individual members of the Board have power and authority only when acting formally as members of the Board in session or when entrusted by the Board with specific assignments. I also understand that my Board position may be forfeited if I engage in any activities as specified in Article II, Section 9 of the College Charter.

LEECH LAKE RESERVATION)
STATE OF MINNESOTA)
COUNTY OF CASS)

Affidavit

I, _____, do swear:

1. That, to the best of my knowledge and belief, I am eligible and qualified to serve on the Leech Lake Tribal College Board of Trustees;
2. That I have subscribed to and taken an Oath of Office for my service as a member of the Leech Lake Tribal College Board of Trustees;
3. That I do solemnly swear to assume the responsibilities of a Regent, as they are identified in the Tribal College Charter and By-Laws of the Board of Trustees;
4. That I do solemnly swear to abide by the Trustees's Code of Ethics, and to avoid all conflicts of interest and avoid any appearance of a conflict of interest;
5. That I do understand that individual members of the Board of Trustees have power and authority only when acting formally as members of the Board in session or when entrusted by the Board with specific assignments; and,
6. That I do understand that my Board position may be forfeited for violations of the College Charter and By-Laws of the Board of Trustees.

NAME

DATE

SUBSCRIBED AND SWORN TO
THIS _____ DAY OF _____, 2015

NOTARY PUBLIC

Contractual Agreement between the Leech Lake Tribal College and Leech Lake Nation College

This contractual agreement is made between the Leech Lake Tribal College, hereafter called LLTC, and Leech Lake Nation College, hereafter called RLNC. LLTC is the accredited entity, and the RLNC is the unaccredited entity.

Length of Agreement

The timeline of this agreement is from the date of this agreement, March, 2012, and shall extend through August, 2017. Either party shall have the right to withdraw from the agreement at any time by notifying the other party six months in advance of the requested dissolution date, and upon the condition that students will be allowed to complete existing course work necessary to complete their degree.

Background

LLTC and the RLNC began discussions in June 2011 to develop an educational partnership and contractual agreements that would allow LLTC to offer courses leading toward an A.A. Degree or an A.S. Degree on the campus of RLNC. The agreement between the LLTC and the RLNC provides that courses taught by adjunct faculty employed by LLTC will be approved and accepted by the Curriculum Committee of LLTC, receive the same per credit hour count as courses taught at the main LLTC site, and be eligible to receive transfer credit to another accredited institution. The courses offered through this educational partnership and contractual agreement will begin at the RLNC site in the Fall Semester of 2012.

Purpose

The purpose of this agreement is to make available and offer courses at the RLNC site, 23750 Highway 1 East, Leech Lake, Minnesota. The courses will be accredited through LLTC following the Higher Learning Commission institutional accreditation policies and procedures.

LLTC will continue to provide support and guidance to assist RLNC in becoming an independent accredited college and AIHEC regular member.

Administration and Staff

LLTC, working in collaboration and with input from RLNC, will hire an individual, who will work four out of five days per week at the RLNC, to act as the liaison between the two colleges. A hiring committee composed of representatives from both institutions will develop a position description and qualifications for this position. The position will be paid from tuition and fees from the courses offered at the RLNC. This position will be called the Director of Academic Development and Assessment. This person will be an employee of LLTC. The position will report to and be supervised by the Vice President of LLTC. The position will have an office at LLTC as well as at the RLNC.

Qualifications will include holding a Master's Degree and experience in academic leadership equivalent to that of a Department Chair or Dean. This individual will be familiar with instructional support, admissions procedures, and academic assessment, and preferably, will have experience with institutional self-studies and accreditation.

This person's key duties will include:

- a. Ensuring that RLNC meets all LLTC's regular HLC standards for institutional accreditation;
- b. Facilitating course approvals through the LLTC Curriculum Committee;
- c. Coordinating, with the Faculty Committee and LLTC and representatives from RLNC administration, the review of credentials and degrees for all faculty being considered for positions at the RLNC site;
- d. Assisting RLNC in the implementation of LLTC's Faculty Handbook;
- e. Assisting RLNC in the application of LLTC's Master Syllabus;
- f. Assuring that the policies of LLTC related to credit hours are mirrored at the RLNC site;
- g. Assisting in the implementation of an academic assessment plan for the RLNC site;
- h. Assisting RLNC in developing a reporting and recording system for student achievement and persistence that is compatible with the systems employed by LLTC;
- i. Coordinating the registration and reporting system between the RLNC site and LLTC's main campus;
- j. Assuring that student records are accurately maintained at both LLTC and RLNC;
- k. Other duties as assigned.

This position will include planning, organizing, leading and evaluating all academic development and assessment activities while ensuring that all regular LLTC policies and procedures are followed at the RLNC site. This individual will be an employee of LLTC, and LLTC will be responsible for all compensation, benefits, and other legal encumbrances, requirements, and liabilities.

Key Financial Arrangements

1. RLNC shall abide by LLTC tuition rates, types of fees and fee rates. The RLNC will receive from LLTC 100% of all tuition and 100% of all fee revenues from LLTC courses held at RLNC, less costs associated with adjunct faculty salaries, the salary for the Director of Assessment and Academic Development, and other costs articulated in the attached budget.
2. LLTC will report and receive all monies from Full-Time Equivalent/Indian Student Count (FTE-ISC).
3. Because LLTC will receive the monies from Full-Time Equivalent/Indian Student Count one year in arrears, and considering the potential income from this arrangement, LLTC has elected to bear any additional administrative costs related to existing staff assignments associated with the LLTC/RLNC agreement. It is the intention of LLTC to be generous in financial arrangements during the first year. The FTE-ISC will be utilized in years two through five to support additional work-loads for staff, faculty, and administration and to increase student support services, curriculum development, and opportunities that will be transferable and will include students attending classes at the RLNC site.

4. Each institution will provide semester and annual reports to the other institution regarding the exact totals of these incomes.

Student Recruitment

Recruitment will include individual and community meetings through high school visits, college fairs and working with all Tribal Programs. Information on the program will be provided and available at the RLNC. Prospective and continuing students will be fully informed about the nature of the LLTC/RLNC partnership and how that partnership affects their education. Flyers will be posted at various locations throughout the community and will include program and contact information. Recruitment will also include Internet websites and social media sites. Recruitment will be supported through the tuition and fee revenue provided from this agreement. LLTC will provide support through the sharing of information and staff training provided by LLTC to RLNC Recruitment staff.

All materials for advertising, brochures, Internet website and other communication will be presented to the Leech Lake Tribal College for final approval. This will ensure that all communications will be accurate and in alignment with LLTC and HLC policies. Also, we will use the HLC for input and reference questions whenever needed. The RLNC strategic marketing plan is in alignment with the LLTC plan.

Jenzabar Student Management System (SMS) Software Collaboration

LLTC will help research and procure a low-cost Internet-based Jenzabar version for use at the RLNC site. Since LLTC is already using Jenzabar SMS software and has invested hundreds of thousands of dollars in software and training and development, this will be a major asset for the RLNC at a relatively low-cost. Jenzabar views this arrangement as increasing the enrollment of LLTC and will base costs on student enrollment. RLNC will be responsible for the increased cost to LLTC for Jenzabar access. RLNC will only have access to data for students enrolled at the RLNC site.

Jenzabar will facilitate easy access and sharing of student information in the following areas:

- Recruitment
- Placement Testing
- Registration
- Financial Aid
- Grading
- Attendance
- Retention
- Assessment
- AIHEC Semester Reports
- Annual Reports

The RLNC must maintain a permanent data base of student information in this cooperative sharing of information. The main goal of our SMS will be the seamless transfer of student information between RLNC and LLTC.

RLNC Site Courses, Admissions and Revenues

Those interested in pursuing an A.A. Degree will complete and submit an LLTC admissions application form at the RLNC site. Applications for Admissions will also be available at the RLNC. The RLNC Director of Student Services and Financial Aid, along with the Recruitment and Retention Counselor, will provide onsite assistance for new, returning and transferring students to assure that the application process is complete and accurate. These administrative functions, performed by RLNC staff, represent 50% of the admissions functions associated with this agreement.

Students enrolling in and attending courses at RLNC will be required to sign an LLTC Release of Authorization allowing both RLNC and LLTC Administration and Staff access to Admissions, Financial Aid and Records to assist in academic tracking.

A course schedule listing the required courses for an Associate in Arts Degree at LLTC will be provided at the RLNC site. The courses will not change. The semester in which courses are offered may change due to the needs of the students. Upon acceptance to LLTC at the Leech Lake site, new students will be issued an LLTC student identification card.

Upon acceptance to LLTC, students will register for courses at the RLNC site. Course registration forms will be collected at the Leech Lake site and submitted to LLTC Records and Registration for processing. This information will then be provided to the LLTC for registration, financial aid and student billing processing. After records and registration have processed registration forms, students will receive an LLTC fee statement confirming their course registration and total cost of tuition and fees.

Student Support

The RLNC shall provide and be responsible for student service events and activities that will include:

1. Academic Seminar, Orientation and Welcome-Back Feast (August & January); and
2. Advising, Student Support and Retention Meetings to be held monthly during each academic year.

Tutoring

Tutoring will be determined on a course-by-course basis. Tutors—RLNC faculty members who live in the local area—will be recruited and utilized. Tutors will be paid a flat rate of \$1,000 per semester for tutoring in subject matter such as Math, Science or English for 16 weeks in the Fall Semester and 17 weeks in the Spring Semester. **Total Cost for Three (3) Tutors per year: \$3,000.**

Adjunct Faculty Hiring

LLTC will administer, review and approve all faculty hiring decisions through the Faculty Committee of LLTC and administrative representatives of RLNC.

Adjunct Faculty Orientation

The Director of Academic Development and Assessment will coordinate an appropriate orientation for all faculty hired at the RLNC site. This person will coordinate the faculty orientation with the Dean of Academic Instruction, RLNC Academic Dean, the RLNC Director of Student Services and Financial Aid.

Adjunct Faculty Evaluations (December and May)

During the last week of classes, students will have an opportunity to evaluate faculty for the courses in which they were enrolled. These evaluations will be developed by LLTC, and the results will be compiled and reviewed by the RLNC Academic Dean and the Director of Academic Development and Assessment. Administrative evaluations of faculty will be completed annually by the Academic Dean of LLTC, who will visit and attend courses at the RLNC site. The LLTC Academic Dean will coordinate activities with the RLNC Dean of Academic Instruction.

Textbooks

RLNC's Director of Student Services and Financial Aid and the RLNC Office Manager will assist in the ordering of all RLNC course textbooks.

Assessment

Three levels of student learning outcomes (SLO) will be implemented: Institutional, Programmatic, and Course Level. The course-level student learning indicators are mapped to the programmatic level, and the programmatic are mapped to the institutional. Each faculty member will collect student learning data in each course and use the compilation as indicators of fulfilling the programmatic SLO. Programmatic SLO are evaluated by compiling this data during a program review (rotational basis). These indicators are both direct and indirect. Data will be maintained separately for the two institutions, and comparisons of outcomes/suggested changes will be based on separate program reviews. All parties will be trained in the review and assessment process and will be directly involved in the process. In order to ensure that instructors at the RLNC site play an integral role in the assessment process, one faculty member from the Leech Lake location will also become a member of the Assessment Academy Team.

Facilities

In-Kind Contribution: The RLNC will provide space and necessary equipment as in-kind contribution for LLTC to help deliver courses at RLNC. The RLNC will provide classroom space as in-kind contribution to help conduct and deliver courses at the RLNC. The RLNC

President will bear responsibility for ensuring that adequate space is available. Total square footage of the RLNC is 15,000 square feet, and the average contribution by the RLNC for space is \$50,000 per year, including utilities (heat/electricity/ AC). Due to emergency situations, such as no heat, the RLNC President will determine alternative classroom sites.

Equipment and Technology Fees

LLTC will collect and provide RLNC 100% of the Information Technology fees collected in relation to courses taught at the RLNC site.

LLTC will provide the RLNC President a Semester Report and an Annual Report that will provide a detailed total of technology fees collected from RLNC students by March 31st and October 31st of each year.

Annual Evaluation

Annual Evaluation of this agreement will be conducted by March 1st of each year and will involve the RLNC Administration, Staff, and Faculty, as well as LLTC staff and administration.

RLNC RESPONSIBILITIES

Administration and Staff

The RLNC will provide adequate administration and student support services through the following positions at the Leech Lake site:

- President
- Academic Dean
- Director of Student Services and Financial Aid
- Director of Development
- Recruitment and Retention Counselor
- Office Manager

These responsibilities reflect 50% of the admissions work associated with this partnership as well as a portion of student support services.

Courses

Each year, prior to March 1st, LLTC administration will determine and select course offerings for the next academic year beginning in August. In order to most effectively meet the needs of Leech Lake students, RLNC will provide input and suggestions to LLTC on the course schedule for each academic year.

Technology & Equipment

All RLNC computer lab equipment is provided as in-kind contribution to enable LLTC to conduct and deliver courses at the RLNC site. RLNC is projecting a student enrollment of 130 to 140 students at the Leech Lake site by the Fall of 2013.

**Total Cost of In-Kind RLNC Technology & Equipment Contribution:
\$40,000**

Wireless Internet access will be purchased on a month-by-month basis for students and staff at the RLNC, and RLNC will assume 100% of the cost for this service.

Authorized Agents for the purpose of this agreement will be the President of Leech Lake Tribal College and the President of Leech Lake Tribal College.

LLTC

Dr. Ginny Carney, President
P.O. Box 180
Cass Lake, MN 56633
218-335-4267



Dr. Ginny Carney, President 3/14/12
Date

Red Lake Nation College

Dan King, President
23750 Highway 1 East
Red Lake, MN 56671
218-679-2860



Dan King, President 12/29/11
Date

An Overview of the Higher Learning Commission's Institutional Accreditation Process

Institutions may be affiliated with the Commission by gaining accredited status or candidate status. The Commission determines whether an educational institution is to be considered for accreditation through its Eligibility Process.

All steps to status with the Higher Learning Commission must be completed within the prescribed timeframe. If at any point the timeframe is not met, the institution must restart the process from the beginning. The list below provides an overview of the steps in the process.

Fees apply to steps in the process to achieve accreditation.

An Overview of the Eligibility Process and Evaluations for Candidacy and Initial Accreditation

This information specifies the requirements and processes for non-affiliated institutions considering seeking initial accreditation with the Commission. The list below outlines the two stages of the process, pre-application to determine eligibility and application for status, and the steps within each stage. The institution should anticipate a minimum of five years and often up to nine years from the first step through the final decision on initial accreditation.

I. Pre-application to Determine Eligibility

- a. Letter of Inquiry with Preliminary Evidence
- b. Preliminary Evidence Review
- c. Pre-application Interview
- d. Post-interview Commission Letter
- e. Letter of Intent to Complete Eligibility Filing
- f. Eligibility Filing: Institutional Submission
- g. Eligibility Filing: Panel Review
- h. Letter on Eligibility

II. Application for Status

- a. Letter of Intent to Pursue Candidacy
- b. Preparation and Comprehensive Evaluation Visit for Candidacy
- c. Award and Duration of Candidacy
- d. Biennial Evaluation during Candidacy
- e. Evaluation for Initial Accreditation

Basic Expectations

An institution seeking accreditation with the Higher Learning Commission must complete all of the steps in the process within the timeframe prescribed, must

adhere to the Commission guidelines related to each step, and must receive a positive decision by the Commission before moving to the next step. If at any point in the process the institution misses a required deadline, withdraws, or fails to achieve the next step, the institution must start the process from the beginning. When an institution restarts the process, it must wait one year before submitting a new Letter of Inquiry with Preliminary Evidence. An institution denied initial accreditation must wait two years before reapplying. All fees apply in subsequent pursuit of status.

Given the duration of the process, the institution must refrain from publicly indicating that it is seeking status with the Commission. The institution does not hold any status with the Commission until it is granted candidacy. No public statement about seeking status should be made until the institution seeks third-party comment a few months prior to the comprehensive evaluation visit for candidacy.

I. Pre-Application to Determine Eligibility

a. Letter of Inquiry with Preliminary Evidence

The institution submits a letter to the President of the Commission requesting a Pre-application Interview. The letter appends the required documentation that provides Preliminary Evidence that the institution may meet the Eligibility Requirements. The required fee must accompany this letter.

b. Preliminary Evidence Review

On receipt of the Letter of Inquiry, Preliminary Evidence, and fee, the Commission screens the materials to ensure they are complete. If the materials are not complete, the Commission will request that the institution submit the missing materials within 30 days. If the institution cannot provide the missing materials in this timeframe, the Commission returns the institution's letter and Preliminary Evidence and refunds the fee. If the materials are complete, Commission staff reviews the Preliminary Evidence in depth.

If the review indicates that the evidence is sufficient, the Commission staff sends a notification letter to the institution requesting suggested dates for the pre-application interview. Suggested dates and the interview fee are due within 30 days of the notification letter from the Commission. The pre-application interview must take place at least 60 days and no more than four months from the date of the Commission's notification letter.

If the evidence is not sufficient, the Commission will provide a letter to the institution identifying the issues that preclude the scheduling of a pre-application interview. The institution may submit updated evidence within 30 days and request a second Preliminary Evidence Review without having to pay an additional fee.

c. Pre-application Interview

During the two-hour interview in the Commission office, the Commission queries the institution on its preliminary evidence and proposed plan and timeline for pursuing status. The institution has the opportunity to ask questions about the process and its requirements.

d. Post-interview Commission letter

The Commission staff sends a post-interview letter indicating the timing for the next steps in the process, should the institution choose to continue with it. In that letter, the Commission identifies those Eligibility Requirements that have raised concerns at this stage of the process and any evidence that must be submitted prior to or with the letter of intent if the institution is to continue with the process. The Commission staff may also recommend that the institution is not ready to proceed further with seeking status with the Commission.

e. Letter of Intent to Submit the Eligibility Filing

If the institution chooses to continue to seek accreditation, it submits to the Commission a letter of intent to complete the Eligibility Filing. The institution may submit this letter up to two years after receipt of the post-interview letter from the Commission. The required fee and any required additional evidence must accompany this letter.

f. Eligibility Filing: Institutional Submission

Within one year of submitting the letter of intent, the institution submits its completed Eligibility Filing. In the Eligibility Filing, the institution must provide evidence that it meets all of the Eligibility Requirements.

The institution includes with its Eligibility Filing a written statement signed by the CEO and the Chair of the Board certifying that all the information is truthful and complete and that the institution will begin to abide by the Obligations of Affiliation as soon as it receives permission to schedule an on-site evaluation. The required fee must accompany the Eligibility Filing.

g. Eligibility Filing: Panel Review

Upon receipt of the Eligibility Filing, the Commission staff checks to ensure that the documentation is complete and ready for panel review. If the Eligibility Filing is not ready for panel review, Commission staff may provide the institution an opportunity to submit additional items necessary to complete the Filing. The institution must submit the additional items within 30 days of Commission notification. The Commission also may return the Eligibility Filing to the institution with a letter informing the institution of the issues that preclude review.

The panel review process takes 3 to 5 months. The purpose of the panel review is to determine whether the institution has the capacity and readiness to pursue status with the Commission, specifically to host an evaluation visit for candidacy. The panel review determines whether the institution has assembled the necessary documentation to indicate it appears to have met all the Eligibility Requirements.

The review panel may decide that the institution does not appear to have met all the Eligibility Requirements and that the institution is not prepared to host an evaluation visit for candidacy at present. The panel will provide the reasons for its decision.

h. Letter on Eligibility

The Commission sends the institution a letter informing it of the outcome of the review. If the panel's determination is positive, the Commission requests a letter of intent to pursue candidacy.

An affirmative Eligibility Filing review does not predispose any future reviewers to a determination as to whether the institution meets the Eligibility Requirements. Each evaluation team will conduct a fresh review of the evidence and make an independent judgment. Similarly, the evidence presented for the Eligibility Filing is only a subset—essential but not complete—of the institutional evidence required for an evaluation team to determine whether the institution merits candidacy.

Reminder: The acceptance of the Eligibility Filing does not grant or confer any status with the Commission. The institution does not hold any status with the Commission until the institution is formally granted candidacy by action of the Commission's Board of Trustees.

B. Application for Status

Every non-affiliated institution seeking status with the Commission must apply for and serve a period of candidacy. The institution's submission of its self-evaluation report for candidacy is considered its formal application for candidacy.

a. Letter of Intent to Pursue Candidacy

If the institution chooses to continue to seek status, it submits to the Commission a letter of intent to pursue candidacy. The institution may submit this letter up to 90 days after the receipt of the Commission letter indicating that the Eligibility Filing was accepted. The Commission acknowledges receipt of the letter and advises the institution to begin preparing the documentation needed for the comprehensive evaluation for candidacy. The documentation must be received in time for the team visit to take place within two years of the date of letter of intent. The required fee must accompany the letter of intent.

b. Preparation and Comprehensive Evaluation Visit for Candidacy

Candidacy is achieved through a process of self-study, on-site review by a Commission evaluation team, and a hearing by the Institutional Actions Council, with the final decision rendered by the Board of Trustees. Self-study is a multi-year process of institutional self-evaluation and improvement that results in a self-study report due eight weeks prior to the on-site review. The self-study report provides evidence that the institution meets all of the Eligibility Requirements,

Assumed Practices, and Federal Compliance Requirements. In addition, the report provides evidence toward fulfillment of each of the Criteria for Accreditation and demonstrates the institution's capacity to meet the Criteria fully within the four-year candidacy period. With the self-study report, the institution submits a letter indicating that it is committed to upholding the Commission's Obligations of Affiliation.

Three months prior to the on-site visit, the institution must complete the Third-Party Comment process as part of fulfillment of the Federal Compliance Requirements.

During the on-site visit, Commission reviewers determine whether the institution meets all of the Eligibility Requirements, Assumed Practices within the Criteria, and Federal Compliance Requirements and whether it has the capacity to meet the Criteria fully within the four-year candidacy period. The recommendation of the evaluation team enters the decision process.

It is important that during the time period from the Eligibility Review to the Commission's action on the Comprehensive Evaluation Visit for Candidacy that the institution does not undertake any change from the institutional description it submitted in the Eligibility Filing, such as change in mission, ownership or governance structure, new programs, delivery methods, contractual relationships, and additional locations. Significant change will result in cancellation of any scheduled visit and require re-submission of the Eligibility Filing and another review by a new panel.

The evaluation team determines whether the institution meets all the Eligibility Requirements and all the Assumed Practices within the Criteria and whether it has the capacity to meet the Criteria fully within the four-year candidacy period. The recommendation of the evaluation team enters the decision process. The current visit fees apply.

c. Award and Duration of Candidacy

The Institutional Actions Council conducts a hearing to consider the report and recommendation of the evaluation team. The Institutional Actions Council prepares a report indicating its agreement with the findings and recommendation of the team or providing different findings or recommendation. The report is reviewed by the Commission Board of Trustees, which renders the final decision to grant or deny initial candidacy.

The term of candidacy is four years from the date of Commission action. In exceptional circumstances, the Board may offer a fifth year of candidacy to an institution that demonstrates cause for an extension.

d. Biennial Evaluation during Candidacy

An institution hosts a required Biennial Evaluation visit two years after candidacy is granted to determine whether the institution is making reasonable progress toward meeting accreditation requirements by the end of the candidacy period.

An institution that has completed two years of candidacy may file an application for early initial accreditation and host an on-site initial accreditation visit to evaluate the institution for this purpose. The institution will be limited to one application for early initial accreditation during the term of candidacy. If the institution applies for early initial accreditation the Board may grant it or may require the institution to complete the full term of candidacy.

e. Evaluation for Initial Accreditation

At the end of the four-year candidacy period, an institution will be evaluated for initial accreditation. Initial accreditation is achieved through a process of self-study, on-site review by a Commission evaluation team, and a hearing by the Institutional Actions Council, with the final decision rendered by the Board of Trustees, as in the process for candidacy. To be granted initial accreditation, the institution must satisfy fully all the Eligibility Requirements, all Assumed Practices within the Criteria, and all the Criteria for Accreditation. If, as a result of the initial accreditation visit, the Board acts to extend the institution's candidacy for a fifth year, the institution will repeat the visit for initial accreditation during that fifth candidacy year.

ABOUT AIHEC

In 1972, six American Indian tribally controlled colleges established the American Indian Higher Education Consortium (AIHEC) to provide a support network as they worked to influence federal policies on American Indian higher education. Today, AIHEC has grown to 37 Tribal Colleges and Universities (TCUs) in the United States and one in Canada. Each of these institutions was created and chartered by its own tribal government for a specific purpose: to provide higher education opportunities to American Indians through programs that are locally and culturally based, holistic, and supportive.

Through AIHEC, our colleges continue to work together to influence policy and establish programs in all facets of higher education. They receive technical assistance in key areas; network with one another, federal agencies, other institutions, and potential partners; mentor new institutions; and plan new initiatives to address evolving areas of need.

AIHEC provides leadership and influences public policy on American Indian higher education issues through advocacy, research, and program initiatives; promotes and strengthens Indigenous languages, cultures, communities, and tribal nations; and through its unique position, serves member institutions and emerging TCUs.

AIHEC activities are supported by member dues, grants and contracts. AIHEC is a 501(c)(3) organization governed by a board of directors, which is comprised of the presidents of its accredited U.S.-based TCUs. The board elects from its membership an executive committee to oversee the activities of the collective body and the AIHEC staff.



AIHEC VISION AND MISSION

AIHEC Vision

The American Indian Higher Education Consortium's (AIHEC) vision is sovereign nations through excellence in tribal higher education.

AIHEC Mission

AIHEC is the collective spirit and unifying voice of our nation's Tribal Colleges and Universities (TCUs). AIHEC provides leadership and influences public policy on American Indian higher education issues through advocacy, research, and program initiatives; promotes and strengthens

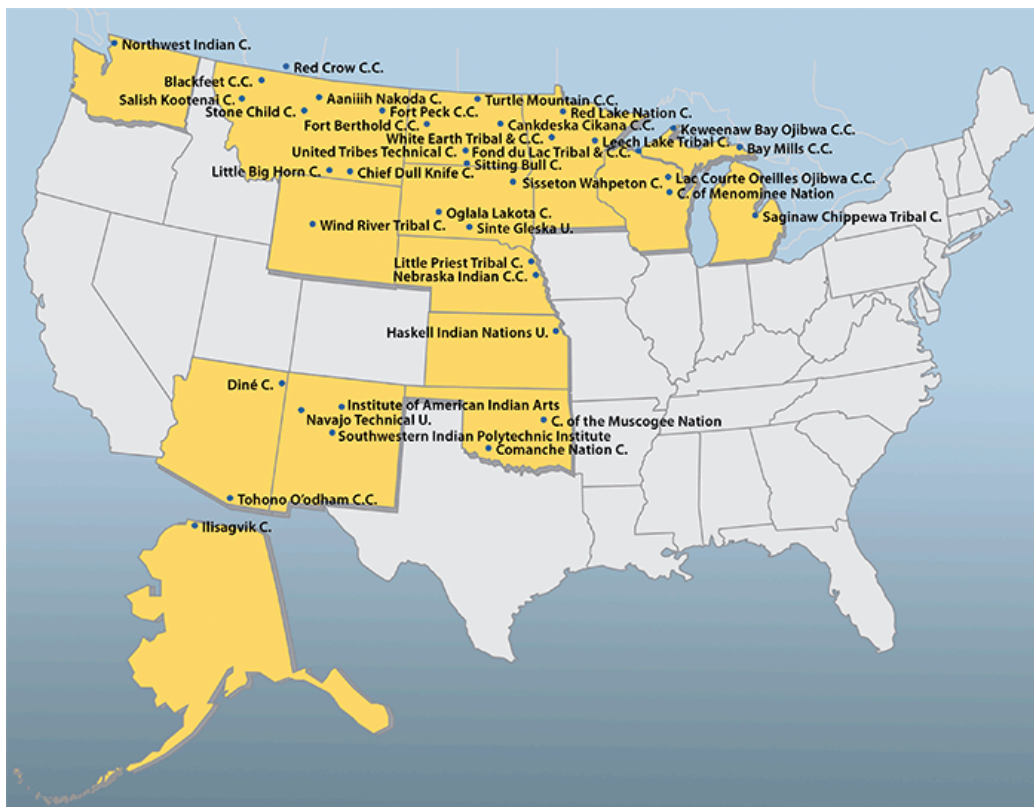
Indigenous languages, cultures, communities, and tribal nations; and through its unique position, serves member institutions and emerging TCUs.

Tribal Colleges and Universities

Tribal Colleges and Universities (TCUs) are chartered by their respective tribal governments, including the ten tribes within the largest reservations in the United States. They operate more than 75 campuses in 15 states and one Canadian province—virtually covering Indian Country—and serve students from well more than 230 federally recognized Indian tribes. TCUs vary in enrollment (size), focus (liberal arts, sciences, workforce development/training), location (woodlands, desert, frozen tundra, rural reservation, urban), and student population (predominantly American Indian). However, tribal identity is the core of every TCU, and they all share the mission of tribal self-determination and service to their respective communities.

TCUs provide many services to help students stay in school and complete their studies, such as personal and career counseling, mentoring, tutoring, wellness programs, child care, lending of laptops, and transportation and housing assistance.

Map of Tribal Colleges and Universities



Common Data Set of U.S. Higher Education Terminology
Reproduced with Permission of The Common Data Set Initiative
See also Glossary of U.S. Educational Terminology (Assefa)

General Educational Terminology — Financial Aid Terminology

- **Academic advisement:** Plan under which each student is assigned to a faculty member or a trained adviser, who, through regular meetings, helps the student plan and implement immediate and long-term academic and vocational goals.
- **Accelerated program:** Completion of a college program of study in fewer than the usual number of years, most often by attending summer sessions and carrying extra courses during the regular academic term.
- **Admitted student:** Applicant who is offered admission to a degree-granting program at your institution.
- **Adult student services:** Admission assistance, support, orientation, and other services expressly for adults who have started college for the first time, or who are re-entering after a lapse of a few years.
- **American Indian or Alaska Native:** A person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.
- **Applicant (first-time, first-year):** An individual who has fulfilled the institution's requirements to be considered for admission (including payment or waiving of the application fee, if any) and who has been notified of one of the following actions: admission, non-admission, placement on waiting list, or application withdrawn (by applicant or institution).
- **Application fee:** That amount of money that an institution charges for processing a student's application for acceptance. This amount is *not* creditable toward tuition and required fees, nor is it refundable if the student is not admitted to the institution.
- **Asian or Pacific Islander:** A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or Pacific Islands. This includes people from China, Japan, Korea, the Philippine Islands, American Samoa, India, and Vietnam.
- **Associate degree:** An award that normally requires at least two but less than four years of full-time equivalent college work.
- **Bachelor's degree:** An award (baccalaureate or equivalent degree, as determined by the Secretary of the U.S. Department of Education) that normally requires at least four years but *not* more than five years of full-time equivalent college-level work. This includes ALL bachelor's degrees conferred in a five-year cooperative (work-study plan) program. (A cooperative plan provides for alternate class attendance and employment in business, industry, or government; thus, it allows students to combine actual work experience with their college studies.) Also, it includes bachelor's degrees in which the normal four years of work are completed in three years.
- **Black, non-Hispanic:** A person having origins in any of the black racial groups of

Africa (except those of Hispanic origin).

- **Books and supplies (costs):** Average cost of books and supplies. Do not include unusual costs for special groups of students (e.g., engineering or art majors), unless they constitute the majority of students at your institution.
- **Calendar system:** The method by which an institution structures most of its courses for the academic year.
- **Career and placement services:** A range of services, including (often) the following: coordination of visits of employers to campus; aptitude and vocational testing; interest inventories, personal counseling; help in resume writing, interviewing, launching the job search; listings for those students desiring employment and those seeking permanent positions; establishment of a permanent reference folder; career resource materials.
- **Certificate:** See **Postsecondary award, certificate, or diploma.**
- **Class rank:** The relative numerical position of a student in his or her graduating class, calculated by the high school on the basis of grade-point average, whether weighted or unweighted.
- **College-preparatory program:** Courses in academic subjects (English, history and social studies, foreign languages, mathematics, science, and the arts) that stress preparation for college or university study.
- **Community service program:** Referral center for students wishing to perform volunteer work in the community or participate in volunteer activities coordinated by academic departments.
- **Commuter:** A student who lives off campus in housing that is not owned by, operated by, or affiliated with the college. This category includes students who commute from home and students who have moved to the area to attend college.
- **Contact hour:** A unit of measure that represents an hour of scheduled instruction given to students. Also referred to as clock hour.
- **Cooperative (work-study plan) program:** A program that provides for alternate class attendance and employment in business, industry, or government.
- **Counseling service:** Activities designed to assist students in making plans and decisions related to their education, career, or personal development.
- **Credit:** Recognition of attendance or performance in an instructional activity (course or program) that can be applied by a recipient toward the requirements for a degree, diploma, certificate, or other formal award.
- **Credit course:** A course that, if successfully completed, can be applied toward the number of courses required for achieving a degree, diploma, certificate, or other formal award.
- **Credit hour:** A unit of measure representing an hour (50 minutes) of instruction over a 15-week period in a semester or trimester system or a 10-week period in a quarter system. It is applied toward the total number of hours needed for completing the requirements of a degree, diploma, certificate, or other formal award.
- **Deferred admission:** The practice of permitting admitted students to postpone enrollment, usually for a period of one academic term or one year.
- **Degree:** An award conferred by a college, university, or other postsecondary education institution as official recognition for the successful completion of a

program of studies.

- **Degree-seeking students:** Students enrolled in courses for credit that are recognized by the institution as seeking a degree or formal award. At the undergraduate level, this is intended to include students enrolled in vocational or occupational programs.
- **Differs by program (calendar system):** A calendar system classification that is used by institutions that have occupational/vocational programs of varying length. These schools may enroll students at specific times depending on the program desired. For example, a school might offer a two-month program in January, March, May, September, and November; and a three-month program in January, April, and October.
- **Diploma:** See **Postsecondary award, certificate, or diploma.**
- **Distance learning:** An option for earning course credit at off-campus locations via cable television, Internet, satellite classes, videotapes, correspondence courses, or other means.
- **Doctoral degree:** The highest award a student can earn for graduate study. The doctoral degree classification includes such degrees as Doctor of Education, Doctor of Juridical Science, Doctor of Public Health, and the Doctor of Philosophy degree in any field such as agronomy, food technology, education, engineering, public administration, ophthalmology, or radiology. For the Doctor of Public Health degree, the prior degree is generally earned in the closely related field of medicine or in sanitary engineering.
- **Double major:** Program in which students may complete two undergraduate programs of study simultaneously.
- **Dual enrollment:** A program through which high school students may enroll in college courses while still enrolled in high school. Students are not required to apply for admission to the college in order to participate.
- **Early admission:** A policy under which students who have not completed high school are admitted and enroll full time in college, usually after completion of their junior year.
- **English as a Second Language (ESL):** A course of study designed specifically for students whose native language is not English.
- **External degree program:** A program of study in which students earn credits toward a degree through independent study, college courses, proficiency examinations, and personal experience. External degree programs require minimal or no classroom attendance.
- **Extracurricular activities (as admission factor):** Special consideration in the admissions process given for participation in both school and non-school-related activities of interest to the college, such as clubs, hobbies, student government, athletics, performing arts, etc.
- **First-time student:** A student attending any institution for the first time at the level enrolled. Includes students enrolled in the fall term who attended a postsecondary institution for the first time at the same level in the prior summer term. Also includes students who entered with advanced standing (college credit earned before graduation from high school).
- **First-time, first-year (freshman) student:** A student attending any institution for

the first time at the undergraduate level. Includes students enrolled in the fall term who attended college for the first time in the prior summer term. Also includes students who entered with advanced standing (college credits earned before graduation from high school).

- **First-year student:** A student who has completed less than the equivalent of 1 full year of undergraduate work; that is, less than 30 semester hours (in a 120-hour degree program) or less than 900 contact hours.
- **Freshman:** A first-year undergraduate student.
- **Freshman/new student orientation:** Orientation addressing the academic, social, emotional, and intellectual issues involved in beginning college. May be a few hours or a few days in length; at some colleges, there is a fee.
- **Full-time student (undergraduate):** A student enrolled for 12 or more semester credits, 12 or more quarter credits, or 24 or more contact hours a week each term.
- **Grade-point average:** The sum of grade points a student has earned in school divided by the number of courses taken. The most common system of assigning numbers to grades counts four points for an A, three points for a B, two points for a C, one point for a D, and no points for an E or F. Unweighted GPAs/assign the same weight to each course. Weighting gives students additional points for their grades in advanced or honors courses.
- **Graduate student:** A student who holds a bachelor's or first professional degree, or equivalent, and is taking courses at the post-baccalaureate level.
- **Health services:** Free or low cost on-campus primary and preventive health care available to students.
- **High school diploma or recognized equivalent:** A document certifying the successful completion of a prescribed secondary school program of studies, or the attainment of satisfactory scores on the Test of General Educational Development (GED), or another state-specified examination.
- **Hispanic:** A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
- **Honors program:** Any special program for very able students offering the opportunity for educational enrichment, independent study, acceleration, or some combination of these.
- **Independent study:** Academic work chosen or designed by the student with the approval of the department concerned, under an instructor's supervision, and usually undertaken outside of the regular classroom structure.
- **In-state tuition:** The tuition charged by institutions to those students who meet the state's or institution's residency requirements.
- **Internship:** Any short-term, supervised work experience usually related to a student's major field, for which the student earns academic credit. The work can be full- or part-time, on- or off-campus, paid or unpaid.
- **Learning center:** Center offering assistance through tutors, workshops, computer programs, or audiovisual equipment in reading, writing, math, and skills such as taking notes, managing time, taking tests.
- **Liberal arts/career combination:** Program in which a student earns undergraduate degrees in two separate fields, one in a liberal arts major and the other in a professional or specialized major, whether on campus or through cross-registration.

- **Master's degree:** An award that requires the successful completion of a program of study of at least the full-time equivalent of one but not more than two academic years of work beyond the bachelor's degree.
- **Non-resident alien:** A person who is not a citizen or national of the United States and who is in this country on a visa or temporary basis and does not have the right to remain indefinitely.
- **On-campus day care:** Licensed day care for students' children (usually age 3 and up); usually for a fee.
- **Open admission:** Admission policy under which virtually all secondary school graduates or students with GED equivalency diplomas are admitted without regard to academic record, test scores, or other qualifications.
- **Out-of-state tuition:** The tuition charged by institutions to those students who do not meet the institution's or state's residency requirements.
- **Part-time student (undergraduate):** A student enrolled for fewer than 12 credits per semester or quarter, or fewer than 24 contact hours a week each term.
- **Personal counseling:** One-on-one or group counseling with trained professionals for students who want to explore personal, educational, or vocational issues.
- **Postsecondary award, certificate, or diploma:** Includes the following three IPEDS definitions for postsecondary awards, certificates, and diplomas of varying durations and credit/contact hour requirements —
 - *Less Than 1 Academic Year:* Requires completion of an organized program of study at the postsecondary level (below the baccalaureate degree) in less than 1 academic year (2 semesters or 3 quarters) or in less than 900 contact hours by a student enrolled full-time.
 - *At Least 1 But Less Than 2 Academic Years:* Requires completion of an organized program of study at the postsecondary level (below the baccalaureate degree) in at least 1 but less than 2 full-time equivalent academic years, or designed for completion in at least 30 but less than 60 credit hours, or in at least 900 but less than 1,800 contact hours.
 - *At Least 2 But Less Than 4 Academic Years:* Requires completion of an organized program of study at the postsecondary level (below the baccalaureate degree) in at least 2 but less than 4 full-time equivalent academic years, or designed for completion in at least 40 but less than 120 credit hours, or in at least 1,800 but less than 3,600 contact hours.
- **Private nonprofit institution:** A private institution in which the individual(s) or agency in control receives no compensation, other than wages, rent, or other expenses for the assumption of risk. These include both independent nonprofit schools and those affiliated with a religious organization.
- **Public institution:** An educational institution whose programs and activities are operated by publicly elected or appointed school officials, and which is supported primarily by public funds.
- **Quarter calendar system:** A calendar system in which the academic year consists of three sessions called quarters of about 12 weeks each. The range may be from 10 to 15 weeks. There may be an additional quarter in the summer.
- **Race/ethnicity:** Category used to describe groups to which individuals belong, identify with, or belong in the eyes of the community. The categories do not denote

scientific definitions of anthropological origins. A person may be counted in only one group.

- **Remedial services:** Instructional courses designed for students deficient in the general competencies necessary for a regular postsecondary curriculum and educational setting.
- **Required fees:** Fixed sum charged to students for items not covered by tuition and required of such a large proportion of all students that the student who does NOT pay is the exception. Do not include application fees or optional fees such as lab fees or parking fees.
- **Resident alien or other eligible non-citizen:** A person who is not a citizen or national of the United States and who has been admitted as a legal immigrant for the purpose of obtaining permanent resident alien status (and who holds either an alien registration card [Form I-551 or I-15], a Temporary Resident Card [Form I-688], or an Arrival-Departure Record [Form I-94] with a notation that conveys legal immigrant status, such as Section 207 Refugee, Section 208 Asylee, conditional Entrant Parolee or Cuban-Haitian).
- **Secondary school record (as admission factor):** Information maintained by the secondary school that may include such things as the student's high school transcript, class rank, GPA, and teacher and counselor recommendations.
- **Semester calendar system:** A calendar system that consists of two semesters during the academic year with about 16 weeks for each semester of instruction. There may be an additional summer session.
- **Student-designed major:** A program of study based on individual interests, designed with the assistance of an adviser.
- **Study abroad:** Any arrangement by which a student completes part of the college program studying in another country. Can be at a campus abroad or through a cooperative agreement with some other U.S. college or an institution of another country.
- **Summer session:** A summer session is shorter than a regular semester and not considered part of the academic year. It is not the third term of an institution operating on a trimester system or the fourth term of an institution operating on a quarter calendar system. The institution may have 2 or more sessions occurring in the summer months. Some schools, such as vocational and beauty schools, have year-round classes with no separate summer session.
- **Teacher certification program:** Program designed to prepare students to meet the requirements for certification as teachers in elementary, middle/junior high, and secondary schools.
- **Transfer applicant:** An individual who has fulfilled the institution's requirements to be considered for admission (including payment or waiving of the application fee, if any) and who has previously attended another college or university and earned college-level credit.
- **Transfer student:** A student entering the institution for the first time but known to have previously attended a postsecondary institution at the same level (e.g., undergraduate). The student may transfer with or without credit.
- **Transportation (costs):** Assume two round trips to student's hometown per year for students in institutional housing or daily travel to and from your institution for

commuter students.

- **Trimester calendar system:** An academic year consisting of 3 terms of about 15 weeks each.
- **Tuition:** Amount of money charged to students for instructional services. Tuition may be charged per term, per course, or per credit.
- **Tutoring:** May range from one-on-one tutoring in specific subjects to tutoring in an area such as math, reading, or writing. Most tutors are college students; at some colleges, they are specially trained and certified.
- **Unit:** A standard of measurement representing hours of academic instruction (e.g., semester credit, quarter credit, contact hour).
- **Undergraduate:** A student enrolled in a four- or five-year bachelor's degree program, an associate degree program, or a vocational or technical program below the baccalaureate.
- **Veteran's counseling:** Helps veterans and their dependents obtain benefits for their selected program and provides certifications to the Veteran's Administration. May also provide personal counseling on the transition from the military to a civilian life.
- **Visually impaired:** Any person whose sight loss is not correctable and is sufficiently severe as to adversely affect educational performance.
- **Wait list:** List of students who meet the admission requirements but will only be offered a place in the class if space becomes available.
- **White, non-Hispanic:** A person having origins in any of the original peoples of Europe, North Africa, or the Middle East (except those of Hispanic origin).
- **Work experience (as admission factor):** Special consideration given to students who have been employed prior to application, whether for relevance to major, demonstration of employment-related skills, or as explanation of student's academic and extracurricular record.

Financial Aid Definitions

- **Financial aid applicant:** Any applicant who submits **any one of** the institutionally required financial aid applications/forms, such as the FAFSA.
- **Indebtedness:** Aggregate dollar amount borrowed through any loan programs (federal, state, subsidized, unsubsidized, private, etc.; excluding parent loans) while the student was enrolled at an institution. Student loans co-signed by a parent are assumed to be the responsibility of the student and **should** be included.
- **Institutional and external funds:** Endowment, alumni, or external monies for which the institution determines the recipient or the dollar amount awarded.
- **Financial need:** As determined by your institution using the federal methodology and/or your institution's own standards.
- **Need-based aid:** College-funded or college-administered award from institutional, state, federal, or other sources for which a student must have financial need to qualify. This includes both institutional and non-institutional student aid (grants, jobs, and loans).
- **Need-based gift aid:** Scholarships and grants from institutional, state, federal, or other sources for which a student must have financial need to qualify.

- **Need-based self-help aid:** Loans and jobs from institutional, state, federal, or other sources for which a student must demonstrate financial need to qualify.
- **Non-need-based gift aid:** Scholarships and grants, gifts, or merit-based aid from institutional, state, federal, or other sources (including unrestricted funds, or gifts and endowment income) awarded solely on the basis of academic achievement, merit, or any other non-need-based reason. When reporting questions H1 and H2, non-need-based aid that is used to meet need should be counted as need-based aid.
- **Non-need-based self-help aid:** Loans and jobs from institutional, state, or other sources for which a student need not demonstrate financial need to qualify.
- **Scholarships/grants from external sources:** Monies received from outside (private) sources that the student brings with them (e.g., Kiwanis, National Merit scholarships). The institution may process paperwork to receive the dollars, but it has no role in determining the recipient or the dollar amount awarded.
- **Work study and employment:** Federal and state work study aid, and any employment packaged by your institution in financial aid awards.

