

# **RED LAKE NATION COLLEGE**

**Charter of Red Lake Band of  
Chippewa Indians  
Red Lake Nation College**



*Revised: April, 2015*

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## 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 *Red Lake Nation College* Charter, hereinafter referred to as the "College."

#### **Section 2. Authority**

This *Red Lake Nation College* Charter is enacted pursuant to the inherent sovereign authority of the Red Lake Tribal Council, as the governing body of the Red Lake Band of Chippewa Indians, as granted by the Constitution of the Tribe and as recognized by the United States as organized on April 18, 1918 and Revised Constitution & By-Laws, January 6, 1959.

The Board of Regents is an agency of the Red Lake Band of Chippewa Indians and derives its authority from the Band. Each action of the Board shall conform to the Constitution and statutes of the Red Lake Band of Chippewa Indians and to the governments and regulations issued pursuant thereto.

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

#### **Section 3. Location**

The principal office of the College shall be the Red Lake Nation College, 15480 Migizi Drive, PO Box 576, Red Lake, MN 56671.

#### **Section 4. Duration**

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

#### **Section 5. Purpose**

The purpose 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 Red Lake Indian Reservation, with educational, vocational, and technical programs and curricula leading to degrees and certificates that may be granted by the College.
2. To provide post-secondary educational opportunities for members and residents of the Red Lake Band of Chippewa Indian Reservation and surrounding areas.
3. To promote and conduct such research and development activities as deemed necessary for the efficient provision of post-secondary educational opportunities on the Red Lake Indian Reservation.
4. To provide all persons a quality education grounded in the spirituality, history, and culture of the Red Lake Band of Chippewa Indians.
5. To serve as the Land Grant Tribal College for the Red Lake Band of Chippewa Indians.

## **Section 6. Definitions**

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

- **"Band"** shall mean the Red Lake Band of Chippewa Indians.
- **"Band member"** shall mean an enrolled member of the Red Lake Band of Chippewa Indians.
- **"Red Lake Indian Reservation"** shall mean all lands within the exterior boundaries of the Red Lake Indian Reservation; all land held in trust for the Red Lake Band of Chippewa Indians by the United States government; and, all lands owned by the Red Lake Band of Chippewa Indians.
- **"Tribal Council"** shall mean the governing body of the Red Lake Band of Chippewa Indians.
- **"Charter"** shall mean the Red Lake Nation College Charter.
- **"Board of Regents"** shall mean the officers of the Red Lake Nation College.
- **"Red Lake Nation College"** shall mean the name of the organization.

- **"Tribal Court"** shall mean the Red Lake Band of Chippewa Indians 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 Red Lake Band of Chippewa Indians.

### **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 permanent Red Lake Nation College Board of Regents (who shall be known as Regents members) shall consist of eight (8) voting members, with eight (8) initial members appointed by the Red Lake Tribal Council, and the Red Lake Nation College Student Council appointing its 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. The student must be a member of the Red Lake Band of Chippewa Indians.

## **Section 2. Term of Office**

The term of office for each Board member shall be staggered. Two (2) Board members shall serve for an initial term of one year; two (2) 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 Regents shall be determined by lot at the first meeting of the Board. Two (2) members of the Board of Regents shall be elected from each of the four (4) voting districts on the Red Lake Indian Reservation; and one Red Lake Nation College student, who will be the current Student Council President.

## **Section 3. Duties and Responsibilities**

The Board of Regents shall be responsible to the Red Lake Band of Chippewa Indians 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 Red Lake Nation College, the Board shall be charged with the oversight and control of the College. 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 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. Consider communications and request 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.

#### **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 Red Lake Band of Chippewa Indians.
4. All candidates for membership will have successfully completed 48 semester hours at the post-secondary level unless waived by the Board of Regents for individual requests and exemptions from this requirement.
5. Each candidate for membership shall have at least a general knowledge of post-secondary education.
6. Each candidate for membership will be at least twenty-five years of age, except the student representative.
7. The initial membership of the Board will be by appointment by the Red Lake Tribal Council. As the terms of office of the new Board expire, the selection of new Board members will be by election and vote among the current Board members.
8. Each of the eight (8) Board members will represent a voting district of the Red Lake Indian Reservation; and one (1) member will be a student in good standing and elected by the Student Council of the Red Lake Nation College (usually the Student Council President).

#### **Section 5. Confirmation Process**

The rules to confirm Board of Regent members shall be those included in the Red Lake Band of Chippewa Indian appointment authority.

New and continuing Board members will complete formal training in the roles and functions of College Boards of Regents. New board members will complete eight (8) hours of training prior to 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**

Whenever a vacancy shall occur in the office of the Board, it shall be filled for the unexpired term by a special appointment by the majority vote of the Board of Regents.

For the purpose of selecting the candidates from whom the vacancy shall be filled, the Board shall publish notice of vacancy for at least thirty (30) days after such vacancy shall occur. If a vacancy shall occur in the office of Board Chairperson, the Board shall select a new Chairperson from among the existing Board members. The Board of Regents shall select an appropriate person to fill the vacancy 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.

#### **Section 7. Resignation of a Board Member**

Any Board member having been confirmed for office may resign her or his position by providing a written notice of resignation to the Board of Regents, which will become effective upon majority vote of the Board of Regents at a regularly scheduled monthly 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 Red Lake Nation College. The Oath of Office shall be issued by the Chairperson of the College Board of Regents to all newly elected Board Members at the next regular meeting of the College Board of Regents 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 Red Lake Nation 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 Regents 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 develop and approve an annual budget for the College operations before **July 1** of each year.

#### **Section 2. Board of Regents to have Control of College Finances and Property**

The Board of Regents 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.

#### **Section 3. Board to Select or Release the President of the College**

Following a selection process, the Board of Regents is authorized to appoint the President of the College, or to remove the President with cause. The Board shall promptly inform the Red Lake Band Tribal Council of their selection of a new President, or of their termination of the President of Red Lake Nation College.

#### **Section 4. Board of Regents - Power to Award Degrees**

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

#### **Section 5. Board of Regents - Power to Make Policy**

The Board of Regents 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 Regents 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 take care that the purpose of the College is 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 Red Lake 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. As part of the message, the Chairperson shall set forth goals that the College should accomplish in the fiscal year. The Tribal Council shall review the proposed goals and give proper consideration to the appropriation requests of the College.

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

At the first meeting of the Board of Regents each year, 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 Regents, 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 REGENTS MEETINGS AND MISCELLANEOUS**

**Section 1. Meetings**

The Board of Regents shall hold monthly 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 Regents 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 financial activity of the College and shall avoid even the appearance of a conflict of interest.

**Section 3. Creation of By-laws**

The Board of Regents shall create By-laws to govern the conduct of the business before the Board of Regents.

#### **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:

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;

Acted in good faith;

Received no improper personal benefit through conflict of interest or otherwise; and

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 Regents 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 Red Lake Band of Chippewa Indians**

The College is covered by both federal and tribal law with all the privileges and immunities of the Red Lake Band of Chippewa Indians, 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 Red Lake Nation 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 Regents; 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 Red Lake Nation 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 Regents shall be authorized to agree by specific written agreement with any party to a limited waiver of sovereign immunity, provided the exclusive jurisdiction to interpret any provisions of the waiver is the Red Lake Tribal Court. Any waiver of sovereign immunity is not effective unless and until the Red Lake Tribal Council has approved such action.

For the same purpose, the College Board of Regents shall be authorized to agree by specific written agreement with any party to waive any immunity from suit on a breach of contract claim that it might otherwise have. Sovereign immunity of the College may be waived only by formal resolution of the College's Board of Regents. Waivers of sovereign immunity are disfavored by the Band and shall be granted only when necessary to secure a substantial advantage or benefit to the College. Any waiver of sovereign immunity shall be specific and limited as to (i) duration, (ii) the grantee, (iii) the particular transaction, (iv) definite property or funds, if any, of the College, (v) a particular court having jurisdiction pursuant thereto and (vi) the law that shall be applicable thereto. Any waiver of sovereign immunity is not effective unless and until the Red Lake Tribal Council has approved such an action.

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

## **ARTICLE VI**

### **AMENDMENTS TO THE CHARTER**

This Charter is adopted pursuant to the inherent sovereign power of the Red Lake Band of Chippewa Indians and may be amended by the Red Lake Nation College Board of Regents.

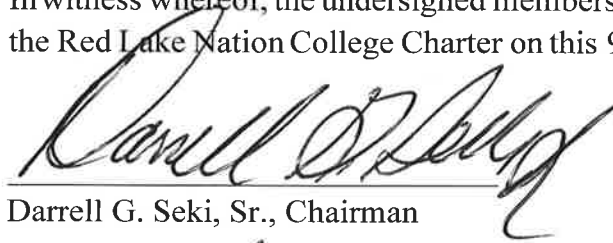
**ARTICLE VII**

**DISSOLUTION**

The property of this College is irrevocably dedicated to charitable and education purposes and no part of the new 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 Red Lake Band of Chippewa Indians 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.

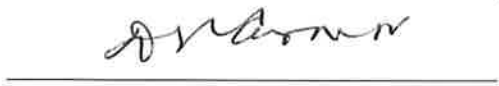
**WITNESS**

In witness whereof, the undersigned members of the Red Lake Tribal Council have revised the Red Lake Nation College Charter on this 9<sup>th</sup> day of June, 2015.



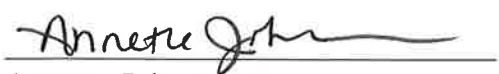
Darrell G. Seki, Sr., Chairman

6/9/15  
Date



Don Cook, Secretary

6/9/15  
Date



Annette Johnson, Treasurer

6/9/15  
Date

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