

TURTLE MOUNTAIN BAND OF CHIPPEWA INDIANS

Charter of the Turtle Mountain Community College as restated

Article I

Name

Section 1. Name of College

The name of the College shall remain the Turtle Mountain Community College, as stated in the original Charter of the College.

Article II

Recognition and Establishment of the College

Section 1. Recognition and Establishment of Turtle Mountain Community College

The Turtle Mountain Band of Chippewa Indians (hereinafter the "Tribe") hereby recognizes and reaffirms the establishment of the Turtle Mountain Community College (hereinafter the "College"), under a Charter issued by the Tribe pursuant to Resolution Number 676-11-72 as passed by the Tribal Council in November, 1972.

Section 2. Authority of Chartering Body

This Charter is enacted pursuant to the inherent sovereign authority of the Turtle Mountain Band of Chippewa Indians Tribal Council, under Article IX of the Tribal Constitution.

Section 3. Location of the College

The principal office of the College shall be located at the Turtle Mountain Community College, located at BIA Highway #7 North, Belcourt, North Dakota mailing address: P.O. Box 340, Belcourt, ND 58316.

Section 4. Duration

The duration of the College's existence shall be perpetual.

Article III

Purpose and Mission

Section 1. Purpose.

The purpose of the College shall be exclusively charitable and educational and shall consist of the following:

- To instill in students at the College the teachings and values of the Anishinabe people;
- To seek out, provide and maintain comprehensive higher education services in fields needed within the community in support of Indian self-determination; and
- To carry out the Mission of the College and to continuously work to achieve the Institutional Goals of the College as set forth below

Section 2. Mission.

The Mission of the College is to function as an autonomous Indian controlled College on the Turtle Mountain Indian Reservation focusing on general studies, undergraduate education, vocational education, direct scholarly research and continuous improvement of student learning. By creating an academic environment in which the cultural and social heritage of the Turtle Mountain Band of Chippewa is brought to bear throughout the curriculum, the College has established an administration, faculty and student body exerting leadership within the community and providing services to it.

Section 3. Institutional Goals.

The institutional goals of the College, as adopted by the Board of Directors and Board of Trustees, are as follows:

- Maintain a learning environment stressing the application of academic concepts to concrete problems;
- Provide academic preparation for learning as a life-long process of discovery of knowledge embedded in the intellectual disciplines and traditions of the Tribe;
- Provide in and out of class opportunities to discover the nature of American Indian society, its history, variation, current and future patterns, needs, and to serve as a contributing member towards its maintenance and betterment;

- Offer a curriculum where American Indian tribal studies are an integral part of all courses offered as well as history, values, methods and culture of the Western society.
- Conduct continuous assessment of institutional programs and student academic achievement for the purpose of continuous improvement of student learning.
- Offer Baccalaureate, Associate of Arts, Associate of Science, Associate of Applied Science degrees and certificate programs of study;
- Maintain cooperation with locally American Indian owned businesses and stimulation of economic development for the service area;
- Maintain continued independent accreditation; and
- Provide community service and leadership.

Article IV

Governance structure

Section 1. Incorporation of Bylaws, as amended, into the restated Charter.

The amended and restated bylaws for the Board of Trustees and the Board of Directors, as attached hereto, are hereby incorporated into the restated Charter by reference herein. They are hereinafter referred to as "the bylaws".

Section 2. Board of Trustees and qualifications.

As provided in the original Charter for the College, the Board of Trustees shall be composed of ten (10) members appointed by the Tribal Council as follows: six (6) at-large members of the Board of Trustees will be appointed who will serve for life, as long as they are capable of carrying out the duties of the position. The Council will further appoint two (2) members of the Tribal Council to the Board of Trustees, who will serve as long as they are members of the Tribal Council. The two (2) remaining members of the Board of Trustees shall be enrolled students of the College in good standing, appointed by the Tribal Council upon the recommendation of the already appointed members of the Board of Trustees.

Each member of the Board of Trustees, other than the student members, shall be enrolled members of the Turtle Mountain Band of Chippewa Indians of legal age and have a demonstrated interest in the operation and success of the College. Any student member of the Board of Trustees may be appointed as provided above regardless of tribal affiliation. No member of the Board of Trustees shall be employed by the College, but student members of the Board may be employed by the College under any work-

study program offered by the College. No member of the Board of Trustees shall be a convicted felon.

The Tribal Council shall be kept informed of any vacancies that may occur on the Board of Trustees for any reason and shall appoint a qualified person to fill any vacancy as quickly as possible. The Board of Trustees shall from time to time make recommendations to the Council regarding potential replacements to the Board of Trustees, other than the two (2) positions occupied by current members of the Tribal Council.

Section 3. Powers of the Board of Trustees.

The primary functions of the Board of Trustees are to appoint the members of the Board of Directors in the manner provided in the bylaws, and further, the approval of the Board of Trustees shall be necessary with regard to the hiring and termination or failure to renew the contract of the President of the College, in the manner as provided in the bylaws, and such further powers and duties as are enumerated in the bylaws.

Section 4. Board of Directors.

The Board of Directors shall be appointed, and, as necessary, removed, under the authority of the Board of Trustees as provided in the bylaws. The total number of the Board of Directors shall be five (5), as provided in the initial Charter and bylaws of the College, and as provided in the bylaws attached to this Charter. No member of the Board of Directors may be employed by the College. Other qualifications of the members of the Board of Directors shall be as stated in the bylaws.

Section 5. Powers of the Board of Directors.

The primary power and duty of the Board of Directors shall be to control and operate the College. The Board of Directors shall have such further powers and duties as are enumerated in the bylaws, including, but not limited to, the power to set College policy, to ensure the fiscal integrity of the College and to appoint or release the President of the College, subject to the concurrence of the Board of Trustees as provided in the bylaws.

Section 6. The President of the College.

The President of the College shall be appointed or removed by the Board of Directors as provided in the bylaws, subject to the approval of the Board of Trustees.

Section 7. The Powers and Duties of the President of the College.

The President of the College shall have the responsibility to manage and direct the activities of the College in a manner designed to carry out the Mission of the College

and its Institutional Goals, in accordance with the policies as established by the Board of Directors under the bylaws.

Article V

Authority of College

Section 1. Authority to provide postsecondary education.

Pursuant to this Charter, the College is reauthorized to continue to provide postsecondary education to the citizens and community members of the Turtle Mountain Indian Reservation and surrounding areas, provided the following conditions are met:

1. The College remains accredited to offer courses of study leading to postsecondary degrees by an outside, independent, accrediting body, or, in the alternative, the College becomes accredited by an accrediting body established by the Tribe or a group of tribes in a manner that is recognized for such purposes by the U.S Department of Education;
2. The College continues to provide faculty and staff who are qualified to provide courses of study that will lead to postsecondary degrees; and
3. The governing bodies of the College remain dedicated to providing higher education services to the citizens of the Tribe and surrounding communities in accordance with the Mission and Objectives of the College as stated in this Charter and as may be amended from time to time to better serve the community to be served by the College.

Section 2. Reaffirmation of authority of present Board of Trustees and present Board of Directors to govern the College.

The Tribal Council of the Turtle Mountain Band of Chippewa hereby reaffirms the authority of the presently constituted Board of Trustees and Board of Directors of the College to manage and govern the College as they see fit, in accordance with the terms of this Charter and the bylaws attached to this Charter. Nothing in this restated Charter shall affect any previous lawful action of the Board of Trustees, the Board of Directors or the administrators of the College.

Section 3. Power to amend bylaws, including Mission and Goals of College.

This Charter shall not limit the authority of the governing boards of the College to amend the bylaws and institutional governing documents of the College from time to

time, including the Mission and Goals of the College, in accordance with the process set forth in the bylaws, without prior approval from the Tribal Council, provided that the College continues to provide higher education to the citizens of the Tribe and the surrounding communities in accordance with the general purposes outlined in this Charter, and provided that any such amendments do not alter the basic powers of the governing bodies of the College as set forth in this Charter.

Section 4. Limitation on the authority of the Tribal Council.

Notwithstanding any previous action of the Tribal Council, the Tribal Council of the Turtle Mountain Band of Chippewa hereby reaffirms that its authority regarding the College is limited to those powers enumerated in this Charter or in the bylaws attached hereto, and that it will refrain from seeking to influence the governance of the College for the duration of the existence of the College, but will endeavor to positively assist the College through such financial support as may be provided through lawful appropriation of funds by the Tribal Council for the benefit of the College.

Article VI

Miscellaneous Provisions

Section 1. Effective Date.

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 2. 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 this Charter.

Section 3. Inconsistency between Bylaws and Charter

If the bylaws are inconsistent in any manner with the provisions of this Charter, the Charter shall control. To the maximum extent possible, the bylaws, together with this Charter, shall be interpreted to be consonant with each other.

Section 4. Board Members – Avoidance of Conflict of Interest

In accordance with the bylaws, as attached, all members of the Board of Trustees and the Board of Directors 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 5. Indemnification

The College shall indemnify any member of the Board of Trustees or the Board of Directors or any 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 attorneys' fees and disbursements incurred by the person complained of in the proceeding provided the person:

1. Has not been indemnified by another organization for the same judgments, penalties, fines, and reasonable expenses, including attorneys' 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 or her official capacity, the person reasonably believed that the conduct was in the best interest of the College.

Section 6. Insurance

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

Section 7. Sovereign Immunity

Nothing in this Charter, or in the bylaws as attached, or in any other resolution of the Tribal Council regarding the College, or in any action taken by the College or in any contract entered into by the College, shall be deemed to be a waiver of the sovereign immunity of the Turtle Mountain Band of Chippewa; or to be a consent of the Tribe to any cause of action, case or controversy; or to be a consent to the levy of any judgment, lien or attachment upon any property of the Tribe or the College; or to be a consent to suit with respect to any land within the boundaries of the Reservation, or to be a consent to the alienation, attachment or encumbrance of any such land in any court of competent jurisdiction, whether Tribal, state or federal, unless specifically agreed to by the Tribal Council by written resolution.

To the maximum extent permitted by law, and as an agency of the Tribe, the College shall be entitled to invoke the sovereign immunity of the Tribe in any case or

controversy in which the College may be involved under this Charter. If necessary, and for the sole purpose of enabling the College to enter into business agreements, either to secure debts or to provide services or products, the College Board of Directors shall be authorized to agree by specific written agreement with any party to a limited waiver of the College's sovereign immunity, should such sovereign immunity exist, provided the exclusive jurisdiction to interpret any provisions of the waiver is the Tribal Court of the Turtle Mountain Band of Chippewa.

Any waiver of sovereign immunity by the College is not effective unless and until the Tribal Council of the Turtle Mountain Band of Chippewa has approved of such action by formal resolution. Any waiver of the sovereign immunity of the College or of the Tribe 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 Tribal Council has approved of such action by written resolution.

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

Article VII

Amendments to Charter

This Charter is adopted pursuant to the inherent sovereign power of the Turtle Mountain Band of Chippewa, and except as stated herein, may only be amended by resolution of the Tribal Council.

Article VIII

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 employee of the College, any member of the Board of Trustees or the Board of Directors, or any employee thereof or of the College, 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 the College shall be distributed to the Turtle Mountain Band of Chippewa, if in existence, but if not then in existence or otherwise tax exempt under law, to another non-profit 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 of the United States.

In witness hereof, and in accordance with the attached Resolution authorizing their actions, the Chairman and the Secretary of the Tribal Business Council have hereby duly executed this Charter on the _____ day of _____, 2010.

Richard Marcellais
Chairman
Turtle Mountain Band of Chippewa

Jolean A. Morin
Tribal Secretary
Turtle Mountain Band of Chippewa