

**Addendum No. 4 to the Memorandum of Understanding
between the
Fond du Lac Tribal College Board of Directors
and the Board of Trustees of Minnesota State**

This Addendum is made between the Fond du Lac Tribal College Board of Directors (Tribal College) and the Board of Trustees of Minnesota State Colleges and Universities (Minnesota State) to address certain administrative matters relating to the operations of the Fond du Lac Tribal and Community College (Community College).

WHEREAS, the Parties entered into a Memorandum of Understanding effective July 1, 1995 ("Memorandum" or "MOU"), to define the governing relationship between the Parties over the institution now known as Fond du Lac Tribal and Community College (formally known as Fond du Lac Community College); and

WHEREAS, the Parties entered into an Addendum to the Memorandum effective March 9, 2009, Addendum Number 2 effective October 14, 2013, and Addendum Number 3 effective September 30, 2019; and

WHEREAS, over the years the Fond du Lac Tribal College Board of Directors and Minnesota State Board of Trustees have worked collaboratively to provide post-secondary educational services and opportunities through a shared institution known as the Fond du Lac Tribal and Community College, in Cloquet, Minnesota; and

WHEREAS, the Fond du Lac Tribal College and the Community College share an ongoing commitment to meet the educational needs of members of the Fond du Lac Band of Lake Superior Chippewa and other American Indian and non-Native students; and

WHEREAS, the Parties state and confirm the administrative procedures that have been applied by the Tribal College and the Community College to their operation of the Fond du Lac Tribal and Community College

NOW THEREFORE, the parties agree to the following:

1. Grants, Accounting, Financial Reporting and Recordkeeping.

- a. General requirements. Accounting and reporting of all funds and expenditures related to any collaborative or jointly operated programs funded in whole or in part by the other Party, or as required by the grantor, will meet the applicable standards and requirements of the Fond du Lac Band of Lake Superior Chippewa, the United States, and Minnesota State, as well as the terms and conditions set out in this Addendum. Each Party shall be subject to and cooperate with the audit requirements of the other Party for all accounting and financial records relating to the Parties' joint or shared operations.

- b. Grant applications. Each Party shall consult with the other Party prior to making application for grants or other funds for programs or other activities to be operated in conjunction or partnership with the other Party. All applications for grants or other funds to be used by the Community College and made available to the Tribal College by virtue of its status as a tribal college must be approved by the Tribal College Board Designee (Chief Executive Officer), who will oversee the grant implementation in consultation with the Minnesota State Designee. The Parties recognize and agree that to maintain status as a tribal college, the Tribal College must be an institution of higher education that is formally controlled or formally sanctioned or chartered by the governing body of an Indian tribe, and the parties intend to maintain the Tribal College's status as a tribal college.
- c. Land Grant Institution. Fond du Lac Tribal College in partnership with the Fond du Lac Tribal and Community College is recognized as a 1994 Land Grant Institution. Land Grant institutions have a mission to serve their communities through higher education programs involving teaching, community outreach, and research. As a 1994 Land Grant institution the goal of Fond du lac Tribal and Community College is to serve American Indian populations on and near the Fond du Lac Reservation.
- d. Separate Agreements. For any joint program, service or other activity under the MOU and this Addendum, the Parties shall enter into a signed, written agreement in accordance with the policies and procedures applicable to each, specifying the duties, responsibilities and financial obligation of each Party under the agreement.
- e. Budgets. The Tribal College and the Community College shall coordinate and collaborate on the development of budgets for programs and services provided through the Fond du Lac Tribal and Community College, specifically those programs funded under the Tribal College's Land Grant Programs. The Parties agree that every effort will be made to establish academic program plans, enrollment forecasts and related faculty requirements.

2. Student Records.

In addition to the financial records, all other student records shall clearly identify those students who are enrolled members of federally-recognized Indian tribes or the biological children of enrolled members of federally-recognized Indian tribes, and who, therefore, are eligible for programs, services and funding made available to the student based on tribal enrollment. In the admissions process, formal verification from the tribe that a student is an enrolled tribal member or the biological child of an enrolled tribal member shall be required before the student is counted as an Indian student. The Parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g and 34 C.F.R. Part 99 and Minn. Stat §13.32 apply to the use and disclosure of education records that are

created or maintained under the MOU and this Addendum.

3. Continued Cooperation.

- a. The Fond du Lac Tribal College Board and Minnesota State Board of Trustees agree to meet on a regular basis to facilitate strategic planning and the successful operation of Fond du Lac Tribal and Community College.
- b. The Fond du Lac Tribal College and the Fond du Lac Tribal and Community College agree to work together in the planning and submission of grant and programs that will assist in fulfilling the college's mission.
- c. Due to the unique status of the Fond du Lac Tribal and Community College being both a state institution and tribal college, and due to the Board of Trustees commitment to hiring extraordinary leaders who meet the needs of colleges and their communities through a selection process that is broadly consultative and transparent, the selection process for the President of Fond du Lac Tribal and Community College will involve active participation by the Fond du Lac Band of Lake Superior Chippewa Reservation Business Committee and the Fond du Lac Tribal College Board of Directors consistent with Board Policy 4.2, Appointment of Presidents and Minn. Stat. §13_6F.40.

The chancellor shall meet with the Fond du Lac Tribal Board of Education to discuss and gather input on the process and timeline to fill the position. The chancellor shall keep the board apprised of the process as it unfolds and will consult with the board at each step of the process including the chancellor's recommendation to the Minnesota State Board of Trustees.

- d. Evaluation of President
The president of Fond du Lac Tribal and Community College is evaluated annually each spring by the chancellor. The chancellor shall:
 - Share with the board the presidential evaluation process and criterion
 - Meet with the board to gather their feedback on the performance of the president
 - Include in the final evaluation document a statement summarizing the chancellor/board discussion
 - Share with the board the president's evaluation letter
- e. Office Space. In order to help strengthen and maintain this relationship, the Tribal College Chief Executive Officer and designated staff shall be provided appropriate executive office space within the Fond du Lac Tribal and Community College campus to facilitate the goals of this agreement.

4. Effective Date, Duration, Amendment, Termination.

This addendum shall be effective upon execution by the Fond du Lac Tribal College Board of Directors and the Board of Trustees of Minnesota State. The MOU and Addendum may be amended or modified at the initiation of either Party upon

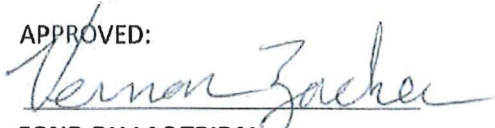
mutual written agreement of the Parties. The MOU and Addendum may be terminated by either Party upon one year's written notice of termination, provided however that the MOU and Addendum may be terminated upon less than one year's notice if an earlier termination date is mutually agreed to by the Parties.

The Addendum to the Memorandum dated September 30, 2019, is revoked and deleted in its entirety and replaced with this Addendum No. 4.

Except as provided in this Addendum No. 4, the terms and conditions of the Memorandum of Understanding of 1995 remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed Intending to be bound thereby.

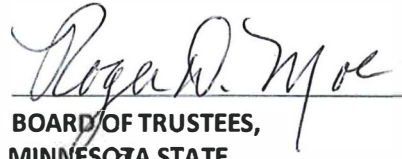
APPROVED:



FOND DU LAC TRIBAL
COLLEGE BOARD OF DIRECTORS

October 16, 2023

DATE



BOARD OF TRUSTEES,
MINNESOTA STATE

Oct. 17, 2023

DATE