



## **CONTRACT BETWEEN LOWER BRULE COMMUNITY COLLEGE AND SINTE GLESKA UNIVERSITY FOR AN OPERATING RELATIONSHIP BETWEEN LOWER BRULE COMMUNITY COLLEGE AND SINTE GLESKA UNIVERSITY**

**CONTACT TERM: 2016 – 2017 ACADEMIC YEAR**

Sinte Gleska University, a public tribal institution of the Rosebud Sioux Tribe operating under the authority and jurisdiction of its Board of Regents, as authorized by the Tribal Charter (hereafter SGU) and Lower Brule Community College (hereafter LBCC) a public institution of the Lower Brule Sioux Tribe and its Board of Directors (as authorized by Tribal Charter) set forth this contract for the delivery of educational services on the Lower Brule Sioux Reservation (hereafter LBSR).

The intent of this contract is to assist students on the LBSR who may not otherwise have the opportunity for such educational services and to outline the general operating terms and the consideration to be paid by LBCC for services of SGU. **LBCC is herein considered to be a branch campus of Sinte Gleska University.**

### **GENERAL STATEMENTS:**

It is the intent of this contract between SGU and LBCC to facilitate LBCC moving toward candidacy for accreditation as provided by the Higher Learning Commission's guidelines. SGU will be available upon reasonable request to offer technical assistance relative to the efforts of LBCC to gain candidacy for accreditation status.

Under this contract the students of LBCC will be eligible to pursue the following degree programs that will lead to a degree/certificate granted by SGU:

- **Associate of Arts**
  - **Arts and Sciences**
  - **Business Administration**
  - **Education**
  - **Human Services**
  - **Lakota Studies**
  - **Vocational Education**
- **Associate of Science**
  - **Environmental Science**
- **One Year Certificates**
  - **Vocational Education**

Furthermore, other certificates and/or associate degree programs will be offered as agreed upon between the two institutions.

## **FINANCIAL AID AWARD REPAYMENT PROVISIONS**

Any financial aid monies that have been received by LBCC from Sinte Gleska University as awards for students attending LBCC and are disbursed to the student, and the student is subsequently determined to be ineligible to receive such monies due to any of the following conditions:

1. Course withdrawals – W's;
2. Failing grades – F's;
3. A combination of W's and F's;
4. Student loan default within the ongoing semester of the financial aid award; or
5. Changing data on the Institutional Student Information Record (ISIR) must be repaid by LBCC to Sinte Gleska University. Repayment of the entire student financial aid award amount (not just the remaining balance that is disbursed to the student after deduction of tuition, fees, and book expenses) must be remitted to Sinte Gleska University by May 31<sup>st</sup> for the Fall and Spring Semesters and by July 31<sup>st</sup> for the Summer Semesters. Failure to repay these financial aid award monies in accordance with the repayment schedule outlined herein will result in the deduction of said amount(s) from the annual LBCC operating funds (ISC) payment.

## **RESPONSIBILITIES OF LOWER BRULE COMMUNITY COLLEGE**

1. Establish such policies and procedures as are necessary to insure that SGU can continue to meet any Higher Learning Commission requirements (as set forth in *A Handbook for Accreditation*).
2. Conduct all programs and student development functions in an open, direct manner to facilitate communication and to assure effective delivery of services.
3. LBCC shall provide SGU with all information and data necessary for the smooth implementation of this contract. The Certification of Instructor form and all related documentation (resumes and transcripts) must be sent to SGU's Off-site Coordinator one month before the beginning of each semester. This includes, but is not limited to:

### **A. Instructional Personnel Information**

- Current Resumes
- Official Transcripts
- Certification of Instructor Forms
- Signed Contract

LBCC agrees to maintain files for all instructors containing the same information provided to SGU, plus any additional information LBCC deems necessary.

### **B. Syllabi for all courses offered through this contract**

### **C. Summaries of instructor evaluations**

### **D. Needs assessment data**

4. LBCC shall disburse all financial aid in accordance with SGU policies. SGU will mail all financial aid checks to LBCC for disbursement for LBCC students.

5. LBCC shall provide library resources, student support, and instructional support necessary to meet the needs of students and the community resulting from this contract.
6. Instructors and staff of LBCC are employees of LBCC. Note (the only exception is in the case of adjunct faculty who are issued a part-time instructor contract from SGU. This designation is required to insure that all SGU part-time instructor criterion is satisfied; see #3 above). All other matters must be handled through the policies and procedures of LBCC.
7. Semester schedules must be sent to the SGU Registrar six weeks prior to the beginning of each semester. Furthermore, all registration materials and final grades must be delivered to SGU within one week of completion of registration and the end of course delivery, respectively.
8. SGU will make official transcripts available for these courses upon request (and attendant fee payment) within one month of receipt of final grades.
9. LBCC designates the President to administer and implement this contract. Day-to-day coordination will be carried out by the appropriate departments as outlined by the programs being offered.
10. LBCC agrees to inform SGU of any affiliation or articulation agreements developed with other educational institutions and to seek SGU's concurrence where applicable.
11. LBCC is responsible for establishing salaries and benefits and paying its personnel.
12. LBCC is responsible for providing equipment, supplies, and facilities necessary for program offerings.
13. LBCC shall recruit, counsel, and advise LBCC students. To facilitate this, an admissions procedure compatible with SGU's must be established; student-advising records will be maintained by LBCC and SGU; and all students and potential students of LBCC shall be provided with an LBCC Student Handbook that will properly state the fact that all college credit granted is credit from SGU.
14. Recruitment of faculty is the duty of LBCC. After recruitment, documentation shall be provided to SGU's Off-site Coordinator for appropriate approval prior to course startup. This must occur before class start-up.

#### **RESPONSIBILITIES OF SINTE GLESKA UNIVERSITY**

1. SGU designates the SGU President, following consultation with the SGU Off-Site Coordinator, to facilitate the carrying out of the terms of the contract. The departments as outlined by the programs being offered will carry out day-to-day coordination.
2. SGU shall be responsible for the general supervision of courses including monitoring instructor approval and evaluations, student progress, and on-going program review. This is

a responsibility for results and does not imply day-to-day supervision or determination of the methods and procedures toward reaching results.

3. LBCC adjunct faculty teaching approved courses are approved and contracted by SGU. All LBCC faculty, both full and part-time, will be remunerated by LBCC.
4. SGU shall provide official SGU transcripts for courses taken and credits received by LBCC students. No transcript will be released without written authorization from LBCC.
5. SGU will access and process federal financial aid and other student aid as is available. LBCC students are eligible for federal PELL grant, federal SEOG and federal work study funding through the SGU Financial Aid Office. Private scholarship for LBCC students must result from fundraising by LBCC staff/Board of Directors. SGU does not participate in any Federal Loan Programs and will not process any loan applications for LBCC students. SGU assumes no liability or responsibility for any Federal Loans or other programs previously participated in by LBCC students.
6. SGU shall verify VA eligibility for veterans enrolled in the programs under this contract. SGU's Registrar will serve as the official sign-off authority for VA benefits.
7. SGU is responsible for financial aid audits. All other audits are LBCC's responsibility.
8. As part of SGU's commitment to the maintenance of high and accredited academic standards, the University maintains ongoing assessment of student academic progress, SGU agrees to provide the protocols for these assessments to LBCC, and to record data derived from assessment of students in this program.
9. Provide technical assistance as required by LBCC to facilitate candidacy for accreditation and completion of the BIE feasibility study.

#### **LIBRARY DEVELOPMENT**

1. LBCC will include funds for library development in its budget. Special attention will be given to securing materials that will support areas of instruction.
2. All library materials purchased are the property of LBCC. To facilitate this, a library committee will be established by LBCC.

#### **ORGANIZATIONAL CONSIDERATIONS**

1. To facilitate the purpose of this contract, LBCC agrees to establish as minimum the following committees:
  - Academic programs committee
  - Library committee
  - Fundraising/development committee

2. SGU assumes no responsibility and/or liability for the safety, security, and actions of LBCC staff, students, Board of Directors, and the public LBCC serves. Responsibility for providing insurance and other risk management measures are the duty of LBCC.
3. Inventions, patents, and copyrights will be owned by the institution that develops said materials.
4. The SGU Registrar and Financial Aid Office staff and the Off-Site Coordinator will periodically travel to the site to assist staff and students.
5. All credits of SGU offered at LBCC shall be considered resident campus credits of SGU.
6. The students will be considered SGU students for IPED and Indian Student Count (hereafter ISC) reporting purposes.
7. LBCC will discuss with SGU those news releases and promotional materials of publicity relevant to SGU offerings for SGU approval.
8. The President of SGU and the President of LBCC are the official representatives of their respective institutions on all matters concerning institutional policy.
9. The use of the name of Sinte Gleska University in any literature produced by LBCC is subject to approval by SGU. Furthermore, LBCC will accurately represent the fact that any college credit granted is credit belonging to, and granted by, SGU.
10. The SGU Off-Site Coordinator, in conjunction with SGU Registrar, will evaluate LBCC students' 100 and 200 level courses for consideration toward SGU's Bachelors degrees.
11. The Indian Student Count (ISC) calculation will be conducted upon the completion of the initial two weeks of classes within a given semester. The student enrollment information that has been submitted to the SGU Registrar's Office at such time will constitute the data that is utilized for the ISC calculation.
12. A PELL Grant Summary Report will be provided to LBCC by the SGU Finance Office which indicates the student's name, amount of award, fees deducted, and remaining balance for each student.
13. LBCC graduates will be conferred a signed diploma from SGU only after all final grades are posted on the student transcript in the SGU Registrar's Office and all degree requirements as denoted on the student status sheet are verified and confirmed by the Off-Site Coordinator and the SGU Registrar.

#### **CONSIDERATION**

1. An affiliation fee of \$30 per credit hour will be charged for each course credit delivered by SGU at LBCC. This fee is to offset registration and related processing costs at SGU. This fee is based on credit hour count at the end of the drop/add period and is payable by LBCC

regardless of student circumstances. The thirty-dollar (\$30) per credit hour affiliation fee will be deducted from the student PELL grant check prior to issuance of checks to LBCC. In addition, a one-time only \$74 records management fee, if applicable, will be deducted from each student PELL grant award for LBCC students matriculating at SGU. LBCC will make the payment to SGU within two weeks of distribution of financial aid each semester.

2. Seventy-five percent (75%) of Tribally Controlled Community College Act funds resulting from the enrollment of LBCC students at SGU will be disbursed to LBCC. This percentage share will be reviewed and determined on an annual basis prior to July 1<sup>st</sup> of each year.
3. Payment of the seventy-five (75%) will be made upon receipt of signed MOU agreement and the completed Tribal Colleges & Universities Grant Application form for the ISC.
4. SGU will not issue an official transcript to a student until all costs are paid to SGU and LBCC.

**5. CDFA: 15.027 - Assistance to Tribally Controlled Colleges and Universities  
Financial Award ID #: A16AB00031-0001**

**Financial Reporting Responsibilities:**

- Sinte Gleska University will notify Lower Brule Community College (hereafter LBCC) of the receipt of PL. 95-471 funding and amount of the award the colleges will receive. LBCC will complete an application for the funds which will include:
  - a. Plan for use of the funds within the guidelines of PL 95-471.
  - b. A detailed budget for use of the funds.

Sinte Gleska University will issue an award letter to Lower Brule Community College and will disburse the funds to the College.

- Lower Brule Community College will be responsible for complying with Circular A-133 or the new Uniform Guidelines issued by the Federal Government. The audit must be submitted to Sinte Gleska University no later than June 1<sup>st</sup> of each year. LBCC must permit Sinte Gleska University to have access to the records and financial statements as necessary for Sinte Gleska University to comply with their responsibility as a pass-through entity.

**AMENDMENT PROVISIONS:**

This contract is being modified to offer a limited number of 300-400 level courses within the Education Department only. The courses that can be offered during this contract year are listed in **ATTACHMENT A**. This modification, which began with the 2012-13 contract year, will assist students, who have already completed an Associate of Arts degree in Education, pursue a Bachelor of Science degree in Education. Methodology courses, except for those that are listed in Attachment A, will need to be completed at the Sinte Gleska University campus unless Attachment A is amended to meet changes to the Education Department status sheets and approved by SGU's Off-Site Coordinator and Provost/Chief of Operations.

1. Nothing in this amendment shall alter or change any provisions of the existing agreement. In order to sustain and preserve the above underlying conditions ICC will continue to meet the conditions as outlined in the current agreement under **“Responsibility of Lower Brule Community College”** for all courses offered for credit at the three hundred (300) and four hundred (400) level.
2. Courses and programs offered via LBCC must be consistent with SGU’s mission and purpose as outlined in the SGU catalog and through Board of Regents’ actions. All course and program delivery is limited to the certificate and associate degree level with the addition of the approved 300 and 400 level courses listed in Attachment A.
3. SGU will insure the preservation of its accreditation status as outlined in the current agreement. SGU will provide the additional opportunity as stated in **“Amendment Provisions”** of offering courses for credit at the three hundred and four hundred levels for credit in the areas of:
  - **BS - Education (all areas)**

**CONTRACT PERIOD AND TERMINATION**

1. This contract commences on September 1, 2016 and ends on August 31, 2017. It is reviewed and reevaluated annually.
2. This contract may be terminated upon thirty (30) days written notice for failure by either party to fulfill the terms of the contract. Such notice shall be sent by certified mail.
3. Contract terms and conditions may only be amended, changed, or revoked upon mutual written agreement by both parties.

**WE, THE UNDERSIGNED, AS AUTHORIZED BY OUR RESPECTIVE BOARDS, AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS CONTRACT.**

  
 Natalie Bergquist, President      Date  
 Lower Brule Community College

  
 Dr. Lionel R. Bordeaux, President      Date  
 Sinte Gleska University

  
 Board of Directors Chairperson      Date

  
 Board of Regents Chairperson      Date

## ATTACHMENT A

### APPROVED COURSES:

- **MA 310 – Math for Elementary Teachers I**      **3 credits**      **Fall Semester**  
(MA 150 – College Algebra is the prerequisite)
- **MA 311 – Math for Elementary Teachers II**      **3 credits**      **Spring Semester**  
(MA 310 is the prerequisite for MA 311)
- **ME 200 – Adolescent Psychology**      **3 credits**
- **ED 339 – Indian Education**      **3 credits**  
(State-mandated requirements must be met)
- **ED 345 – Health, PE and Safety**      **3 credits**
- **ED 445 – Technology in the Classroom**      **3 credits**

Sinte Gleska University course outcomes, as outlined on syllabi, must be met for these classes. All other stipulations of the MOU must also be met in the delivery of these courses.

- New status sheets for students enrolled in the Education Department have been approved by Department Chairs and the SGU Faculty Council. The changes to the status sheets reflect the following:
  - **ED 225 – Integrating Art and Music Across the Curriculum**      **2 credits**  
(This course combines ED 225 and ED 335)
  - **ED 345 – Health, PE and Safety**      **3 credits**  
(This course combines HL 201 and ED 345)
  - **ME 410 – Adolescent Psychology**      **3 credits**  
(This course is no longer required by the Department of Education; the outcomes of the course are embedded in other courses.)