



CONTRACT BETWEEN IHANKTONWAN COMMUNITY COLLEGE AND SINTE GLESKA UNIVERSITY FOR AN OPERATING RELATIONSHIP BETWEEN IHANKTONWAN COMMUNITY COLLEGE AND SINTE GLESKA UNIVERSITY

CONTRACT TERM: 2019 – 2020 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 Ihanktonwan Community College (hereafter ICC) a public institution of the Yankton Sioux Tribe and its Board of Directors (as authorized by Tribal Charter) set forth this contract for the delivery of educational services on the Yankton Sioux Reservation (hereafter YSR).

The intent of this contract is to assist students on the YSR 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 YSR for services of SGU. ICC is herein considered to be an Additional Location of Sinte Gleska University.

GENERAL STATEMENTS:

It is the intent of this contract between SGU and ICC to facilitate ICC 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 ICC to gain candidacy for accreditation status.

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

- **Bachelor of Science**
 - **Education**
- **Bachelor of Arts**
 - **Business**
 - **Human Services**
- **Associate of Arts**
 - **Arts and Sciences**
 - **Business**
 - **Education**
 - **Human Services**
 - **Vocational Education**
- **One Year Certificates**
 - **Vocational Education**

Other certificates and/or associate degree programs will be offered as agreed upon between the two institutions. No other Bachelor of Arts/Science degree programs will be considered during this academic year. Furthermore, only students who have earned an Associate of Arts degree, or are eligible for admission to their respective degree programs will be granted admission to the Bachelor of Arts/Sciences programs.

Courses and programs offered via ICC 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, associate, and baccalaureate degree level.

FINANCIAL AID AWARD REPAYMENT PROVISIONS

Any financial aid monies that have been received by ICC from Sinte Gleska University as awards for students attending ICC 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 ICC 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 31st for the Fall and Spring Semesters and by July 31st 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 ICC operating funds (ISC) payment.

RESPONSIBILITIES OF IHANKTONWAN 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. ICC 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 prior to 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

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

B. Syllabi for all courses offered through this contract

C. Summaries of instructor evaluations

D. Needs assessment data

4. ICC shall disburse all financial aid in accordance with SGU policies. SGU will mail all financial aid checks to ICC for disbursement for ICC students.
5. ICC 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 ICC are employees of ICC. 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 ICC.
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. ICC 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. ICC designates the President to administer and implement this contract.
10. ICC agrees to inform SGU of any affiliation or articulation agreements developed with other educational institutions and to seek SGU's concurrence where applicable.
11. ICC is responsible for establishing salaries and benefits and paying its personnel.
12. ICC is responsible for providing equipment, supplies, and facilities necessary for program offerings.
13. ICC shall recruit, counsel, and advise ICC students. To facilitate this, an admissions procedure compatible with SGU's must be established; student-advising records will be maintained by ICC and SGU; and all students and

potential students of ICC shall be provided with an ICC 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 ICC. After recruitment, documentation shall be provided to SGU's Off-site Coordinator for appropriate approval prior to course startup.

15. Campus Crime Policy:

- Follow the Cleary Act, Title IX and other procedures as defined in the Annual Security Report (ASR);
- Identify the individual(s) who is/are responsible for collecting and forwarding information regarding incident reports on campus;
- Identify the individual(s) who is/are responsible for disseminating early warnings and notifying students, faculty and staff when an incident occurs;
- Provide SGU with a listing of valid email addresses for all students, faculty and staff so the Annual Security Report (ASR) can be distributed to them, as well as the name and contact information of a contact person who will follow up, hand deliver and document distribution to those individuals whose email addresses come back as undeliverable
- Identify the boundaries of the campus; and
- Provide information to SGU regarding drug and alcohol prevention and document said information for a bi-annual review

16. Website updates to reflect Additional Location status and updating information each semester is required and the responsibility of the institution.

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. ICC adjunct faculty teaching approved courses are approved and contracted by SGU. All ICC faculty, both full and part-time, will be remunerated by ICC.
4. SGU shall provide official SGU transcripts for courses taken and credits received by ICC students. No transcript will be released without written authorization from ICC.
5. SGU will access and process federal financial aid and other student aid as is available. ICC students are eligible for federal PELL grant, federal SEOG and federal work study funding through the SGU Financial Aid Office. Private

scholarship for ICC students must result from fundraising by ICC staff/Board of Directors. SGU does not participate in any Federal Loan Programs and will not process any loan applications for ICC students. SGU assumes no liability or responsibility for any Federal Loans or other programs previously participated in by ICC 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 ICC'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 ICC, and to record data derived from assessment of students in this program.
9. Provide technical assistance as required by ICC to facilitate candidacy for accreditation and completion of the BIE feasibility study.

CONSIDERATION

1. An affiliation fee of \$30 per credit hour will be charged for each course credit delivered by SGU at ICC. 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. The thirty-dollar (\$30) per credit hour affiliation fee will be deducted from the student PELL grant check prior to issuance of checks to ICC. In addition, a one-time only \$74 records management fee, if applicable, will be deducted from each student's PELL grant award for ICC students matriculating at SGU.
2. Eighty percent (80%) of Tribally Controlled Community College Act funds resulting from the enrollment of ICC students at SGU will be disbursed to ICC. This percentage share will be reviewed and determined on an annual basis prior to July 1st of each year.
3. Payment of the eighty (80%) 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 ICC.
5. **CDDA: 15.027 Assistance to Tribally Controlled Colleges and Universities**
Financial Award ID #: A16AB00031-0001
Financial Reporting Responsibilities:

- Sinte Gleska University will notify Ihanktonwan Community College (hereafter ICC) of the receipt of PL 95-471 funding and amount of the award the college will receive. ICC will complete an application for the funds which will include:
 - a. Planning for use of the funds within the guidelines of PL 95-471;
 - b. Providing a detailed budget for use of the funds;
 - Sinte Gleska University will issue an award letter to ICC and will disburse the funds to the College.
 - c. Setting up and monitoring PL 95-471 funding separately from other funding sources; and
 - d. Providing a detailed expense report for PL 95-471 funds for review to SGU quarterly within the established due dates.
- Ihanktonwan Community College will be responsible for submitting the annual audit no later than June 1st of each year. Ihanktonwan Community College 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.

LIBRARY DEVELOPMENT

1. ICC 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 ICC. To facilitate this, a library committee will be established by ICC.

ORGANIZATIONAL CONSIDERATIONS

1. To facilitate the purpose of this contract, ICC 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 ICC staff, students, Board of Directors, and the public ICC serves. Responsibility for providing insurance and other risk management measures are the duty of ICC.
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 ICC 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. ICC 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 ICC 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 ICC is subject to approval by SGU. Furthermore, ICC 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 ICC students' 100 and 200 level courses for consideration toward SGU's Bachelors degrees. Admission to the Baccalaureate programs is not automatic. Each student entering a Bachelor of Arts or Bachelor of Sciences degree must meet, and agree to, all established criteria prior to admission to that program. Respective Department Chairs will make this criteria available to ICC academic advisors.
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 that indicates the student's name, amount of award, fees deducted, and remaining balance for each student will be provided to ICC by the SGU Finance Office.
13. ICC 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.

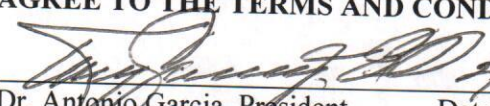
CONTRACT PERIOD AND TERMINATION:

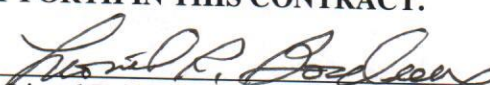
1. This contract commences on September 1, 2019 and ends on August 31, 2020. It is reviewed and reevaluated annually.
2. This contract may be terminated upon thirty (30) days written notice for failure by either party to fulfill the terms of the contract. Such notice shall be sent by certified mail.
3. Contract terms and conditions may be only be amended, changed, or revoked upon mutual written agreement by both parties.

AMENDMENT PROVISIONS:

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 Ihanktonwan Community College"** for all courses offered for credit at the three hundred (300) and four hundred (400) level.
2. SGU will insure the preservation of its accreditation status as outlined in the current agreement. SGU will provide the additional opportunity as stated in **"General Statements"** of offering courses for credit at the three hundred and four hundred levels for credit in the areas of:
 - **BA – Business Administration (all areas)**
 - **BS - Education (all areas)** Students will enroll at Sinte Gleska University, and will be supervised by SGU Education Department faculty, for ALL internships (EE 499; ED 499; and SPED 499).
 - **BA – Human Services (all areas)**

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


Dr. Antonio Garcia, President Date 2/3/20
Ihanktonwan Community College


Dr. Lionel R. Bordeaux, President Date 2-21-20
Sinte Gleska University


Board of Directors Date 2-3-20
Ihanktonwan Community College


Board of Regents Date 2-21-20
Sinte Gleska University



APPLICATION FOR P.L. 95-471 FUNDS

SUB-RECIPIENT

2019-2020 Academic Year

NAME OF COLLEGE: Ihanktonwan Community College

Mailing Address: PO BOX 290, MARTY SD 57361

Employer ID Number: 460434429 Organizational DUNS #: 1767532830000

BOARD OF DIRECTORS

We, the Board of Directors, declare the institution does not deny admission to any Indian student based upon the criteria and definitions set forth in 25 CFR 41.11; nor do we waive the requirements of 25 CFR 41.

Chairperson: Ella Rae Stone Member: Shelly Saunsoci

Vice Chair: Andrea Fischer Patti Flying Hawk

Kip Spotted Eagle

Number of College governing board: 5 Non-Indian 0

Indian Student Count for the previous term:

Summer 2018 Enrollment: Fall 2018 Enrollment: 40 Spring 2019 Enrollment: 50

Degrees Granted 2019 Average Class Size 4.5

Bachelor Arts/Science 3 No. of instructors 74 classes with Instructors

Associate of Arts/Science 8 FTE Instructors 4

Certificates 0 PTE Instructors 0

Number of Classes Offered:

Summer 2018 Fall 2018 33 Spring 2019 41

Institutional Goals: (May attach separate attachment)

The mission of ICC is to establish and operate a college that will serve as the Yankton Sioux Tribe center for higher education, research, culture, and tradition with authority to grant post-secondary degrees to include Associate of Arts, Bachelor of Arts degrees and certificates. To enter into agreements with public or private agencies to offer higher education on the lands of the Ihanktonwan YST, and to generally coordinate and regulate all higher education within the lands of the Ihanktonwan YST. The mission shall include nurturing the core values of the Ihanktonwan Oyate of relationships, spirituality, respect, honor, and wisdom, which are essential to the Ihanktonwan way of life.

Institutional Plan of Action to meet the Educational Goals of Students: (May attach separate attachment)

To do everything necessary, proper, advisable, or convenient for the accomplishment of the purposes set forth in this Article, and to do all things incidental thereto or connected therewith, which are not forbidden by law, this Charter, the Constitution, or by the Business & Claims Committee or General Council.

Estimated Revenue from all sources July 1, 2019 to June 30, 2020

Source of Revenue	\$ Unrestricted	\$ Restricted	Total
Tuition and Fees	\$150,000		
Federal Gov't Sources			
1			
2			
3			
4			
5			
6			
PL 95-471	\$284,000		
Other Funding Sources	\$30,000		
Anticipated Revenue	\$7,000		
	\$30,000		
Total Direct Revenue	\$501,000		
Indirect Cost Revenue			

Estimated Budgeted Expenses July 1, 2019 to June 30, 2020

Expenses	Unrestricted	Restricted	Total
Instruction	\$73,300		
Academic Support	\$24,455		
Student Services	\$13,200		
Administrative Support	\$68,975		
Plant Operations	\$40,310		
Capital Outlay	0		

Other	0		
Total Salaries	\$255,380		
Total Benefits	\$26,304		
Total Budgeted Expenses	\$501,924		

I hereby certify the information contained within this application is complete and accurate.


 Ella Rae Stone
 ICC Board of Directors Chair

Date: 2-06-2020


 Dr. Tony Garcia
 ICC Chief Executive Officer/Academic Dean

Date: 2/6/20

2019-20 Proposed Budget	
Personne/Administrative Operations	\$ 223,403
Fringe	\$ 39,581
Other Contract Cost	\$ 62,500
Total Cost	\$ 325,483
Minus ICC Cost Share	\$ 40,610
SGU Allocation 2018-19	\$ 284,873
Total 208-19 PL 471 Estimated Personnel Expenses	\$ 284,873

2018-19 Budget Expenses	
Personne/Administrative Operations	\$ 248,061
Fringe	\$ 68,043
Other Contract Cost	\$ 62,200
Total Cost	\$ 378,305
Minus ICC Cost Share	\$ 93,432
SGU 471 Allocation 2018-19	\$ 284,873
Total 2018-19 PL 471 Expenses Personnel Expenses	\$ 284,873