

MEMORANDUM OF UNDERSTANDING
for the
LEWIS-CLARK STATE COLLEGE AND NEZ PERCE TRIBE ADVISORY BOARD

This MEMORANDUM OF UNDERSTANDING is entered into as of July 20, 2000, by and between LEWIS-CLARK STATE COLLEGE (LCSC) and the NEZ PERCE TRIBE, with reference to the following facts:

WHEREAS, LCSC and the NEZ PERCE TRIBE wish to create a structure to strengthen the relationship between them, and to improve the quality of educational services and opportunities provided to NEZ PERCE and other students at LCSC;

NOW, THEREFORE, the parties agree as follows:

1. LCSC and the NEZ PERCE TRIBE hereby agree to establish a NEZ PERCE Advisory Board (the "Board") to the President of LCSC and the Chairman of the Nez Perce Tribal Executive Committee (NPTEC).
2. The Board shall be comprised of the following members:
 - a. The President of LCSC and his/her designees;
 - b. All LCSC's Vice Presidents and Associate Vice Presidents
 - c. The Chair of the Nez Perce Tribal Executive Committee and his/her designees;
 - d. The Nez Perce Tribal Executive Committee Members;
 - e. Two (2) representatives of LCSC's Native American Advisory Board (NAAB), at least one of whom must be a student at LCSC, selected by this Board. NAAB Representatives are specifically charged to serve as liaison between this Board and the NAAB.
 - f. The LCSC Native American Student Advisor.

The Board may, by consensus, add such other persons to its roster as may seem to it most advantageous to achieving its mission.

3. The Board's mission shall be to strengthen the relationship between LCSC and the Tribe at the highest level, to increase Tribal access to LCSC. In carrying out this mission, the Board shall perform the following functions:
 - a. Provide advice and counsel to strengthen the partnership between LCSC and the NEZ PERCE TRIBE;

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- b. Assist LCSC in seeking to strengthen the functions and services authorized for it to provide to the Tribe, and to assist in facilitating the delivery of those services in areas under the jurisdiction of LCSC and the Tribe where appropriate;
 - c. Promote a campus climate conducive to meeting the cultural needs of the NEZ PERCE TRIBE at LCSC.
 - d. Promote educational programs throughout the College, to serve the needs of NEZ PERCE and other students; and
 - e. Recommend such internal procedures and rules as may be most appropriate to assist it in achieving these goals, including appropriate policies and internal structures (such as subcommittees).
4. To ensure that the Board can fulfill its mission, LCSC will provide staff and resources in an amount to be agreed upon from time to time between the Board and LCSC for the Board's use. LCSC shall at all times have final control over the amount of such support and the manner in which College staff and/or funds are used, to ensure that such resources are properly utilized as required by State and Federal law.
5. The Board's function shall be solely an advisory one to the President of LCSC and the Chairman of the Nez Perce Tribal Executive Committee. It shall have no power to mandate any action or expenditure by LCSC, which reserves its rights and privileges of academic freedom to determine its own curriculum and other education characteristics.
6. The Board shall meet at least twice a year, once each during the LCSC Fall and Spring semesters. Meetings shall be called pursuant to procedural rules to be adopted by the Board, and may be open to the public if the Board so determines.
7. Prior to dissolving the Board or materially altering the Board's functions, reasonable notice shall be provided to both the Tribe and LCSC.
8. This MEMORANDUM imposes no legal obligations upon either signatory party hereto. Rather, it sets out terms for their cooperative efforts at improving LCSC's efforts at providing educational services to the NEZ PERCE TRIBE populations. This Board is not intended to usurp the missions of the LCSC Native American Club or the NAAB. No portion of this memorandum shall be construed to imply that any such legal obligations exist among either of the parties.

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IN WITNESS WHEREOF, the Signatory Parties have executed this Memorandum of Understanding as set forth below.

Lewis-Clark State College

By: *Gita Luce Morris*

Date: *20 July 00*

Nez Perce Tribe

By: *Samuel N Penney*

Date: *7-20-2000*