

# THE SAN CARLOS APACHE COLLEGE, INC.

## BYLAWS

The San Carlos Apache College, Inc. ("College") is a 501(c)(3), nonprofit corporation chartered by the Council of the San Carlos Apache Tribe ("Tribe") pursuant to Resolution No. AU-141-231 on August 11, 2014, revised pursuant to Resolution No. AU-141-231, on March 1, 2022, and revised pursuant to Resolution No. MY-24-077, on May 7, 2024.

### ARTICLE I PRINCIPAL OFFICE AND SEAL

Principal Office. The Principal Office of the College for the transaction of its business is located at San Carlos Indian Reservation ("Reservation," also known as San Carlos Apache Tribe trust lands), Arizona, but offices may be maintained, meetings held, and business of the College carried on in such other places within or without the Reservation as the Board may designate.

### ARTICLE II BOARD

- 2.1 Authority of the Board. The business of the College, as specified in the Articles of Incorporation, shall be conducted by the Board of Directors for the College, which shall be known as the "Board" or "Board".
- 2.2 Members.
- A. The Board shall include no fewer than five (5) and no more than seven (7) voting member Regents (individually "Regent"). Each Regent shall be entitled to one vote at Board meetings. Membership on the Board shall be established by recommendation of the College to the Chairperson of the San Carlos Council (the "Council"), who may in turn submit the recommendation to the Council. The Council has the power to make appointments to the Board, subject to the qualifications set forth in Section below.
  - B. Ex-Officio. There shall be Ex-Officio members of the Board, including, but not limited to the Chairperson of the San Carlos Council (the "Council"), Vice-Chairman or designee, or others as may be approved by the Board.
- 2.3 Term. Regents shall serve staggered terms. When the Board is comprised of five members, one set (Set A) shall have two Regents, a second set (Set B) shall have two Regents, and a third set (Set C) shall have one Regent. The Regents in Set A will serve terms of three years each. The Regents in Set B will serve terms of three years each, but whose terms expire one year after the expiration of the terms of Regents in Set A. The Regent in Set C will serve a

term of three years, and whose term expires one year after the expiration of the terms of Board members in Set B. When the Board is comprised of seven members, one set (Set A) shall have two Regents, a second set (Set B) shall have two Regents, and a third set (Set C) shall have three Regents. The Regents in Set A will serve terms of three years each. The Regents in Set B will serve terms of three years each, but whose terms expire one year after the expiration of the terms of Regents in Set A. The Regents in Set C will serve terms of three years, but whose term expires one year after the expiration of the terms of Board members in Set B.

- 2.4 Elective and Executive Termination. The Council may remove a Regent for cause based upon the Council's good faith determination that the Regent has failed in a material and serious measure to observe the Articles of Incorporation, these Bylaws, the policies of the College, or has engaged in conduct materially and seriously prejudicial to the mission, goals, and mandate of the College, as stated in the Articles of Incorporation and these Bylaws. The Board may, by majority vote, also remove a Regent for the same reasons, but only after providing the Regent a notice of removal and an opportunity to be heard.
- 2.5 Resignation. Any Regent may resign at any time by giving written notice of such resignation to the Chair of the Board and to the Tribe's Chairperson. Any such resignation shall take effect at the time specified therein, or, if no time is stated, it shall be effective when received.
- 2.6 Vacancies. Any vacancy on the Board arising from death, resignation, removal, an increase in the number of Regents or any other cause, shall be filled for the unexpired portion of the term, or a new term as established by the Board.
- 2.7 Compensation. Regents shall serve without compensation, but shall be reimbursed for expenses incurred in attending meetings and performing duties of the Board.
- 2.8 Qualifications. Qualifications for Board Members should include, but not be limited to, the following:
  - A. Demonstrate a commitment to rekindling the language, traditions, and culture of the N'nee ("Apache People");
  - B. Must possess the minimum of a bachelor's degree, in any discipline, from an accredited U.S. institution of higher education;
  - C. Experience in (1) higher education teaching, administration, or policymaking, preferably with a college; (2) K-12 school teaching and/or administration; or (3) management with nonprofit organizations, government agencies, or corporations;
  - D. Exhibit independence, objectivity, transparency, a team-oriented spirit, and an unwavering commitment to the Board's governing documents (Articles of Incorporation, Bylaws, etc.);

- E. Enrolled member of the Tribe and registered voter in the district they represent (Sylas, Gilson Walsh, Peridot, and Seven Mile);
  - F. Must not be an employee of San Carlos Apache College;
  - G. Must not have a conflict of interest arising from any, state, or federal laws regarding his or her appointment; Must not have been convicted of a felony within the five years preceding the date of appointment.
- 2.9 Executive Sessions. In order for the Board to enter executive session, the Chair of the Board may declare an executive session or a motion to do so may be made, seconded and passed by a majority vote. No voting member of the Board will be disqualified from voting on the motion except in the case of a known conflict of interest. The Chair of the Board shall determine who will be excluded from the executive session. Minutes of an executive session shall be recorded, but kept in a separate file. Access to the minutes of the executive session will be limited to Regents and others as approved by the Chair of the Board or pursuant to an order of a court of competent jurisdiction. Only upon motion and vote in executive session will any action taken in executive session be repeated in open session and recorded in the minutes thereof.
- 2.10 Conflict of Interest. Any Regent, Officer, Committee member or other person subject to these Bylaws or the Articles of Incorporation who or a member of whose immediate family proposes to enter into a pecuniary transaction with the College shall have an affirmative obligation to disclose such interest or that of the family member and shall be prohibited from participating in the discussion on the subject or voting thereon. The Board shall authorize the College to enter into such pecuniary benefit transactions only in accordance with applicable law, as they may exist from time to time.

### ARTICLE III POWERS AND DUTIES OF THE BOARD

- 3.1 General Powers and Duties. The affairs of the College shall be overseen by the Board of the College. Board shall act only as a Board and individual Regents shall have no power as such except at a duly called meeting of the Board. The Board shall exercise all powers and responsibilities in accordance with these Bylaws and applicable law, consistent with the best interests of the College, and within the limits of responsible business judgment. Subject to the foregoing, the Board may exercise the following powers and duties:
- A. Engage in any lawful business consistent with the purposes of the College;
  - B. Exercise general authority and responsibility for the overall direction and operations of the College, including operations both within and without the lands of the Reservation and exercise the powers set forth

herein without previous authorization or subsequent approval except as provided herein;

- C. Engage in the formulation of those policies that serve to establish and maintain the organization of the College, including the identification of a mission, vision, and Strategic Plan for the College, specifying key goals, and ensuring that the administration of the College implements strategies for attaining these goals;
- D. Adopt written policies and procedures that provide for the effective and efficient operation of the College, including those for purchasing, grants and contracts, equipment, human resources, financial aid, and student services, which shall be interpreted to give essential latitude to the College President and his/her delegated employees;
- E. Adopt rules for the orderly conduct of the business of the Board;
- F. Adopt the use of a seal that shall bear the name of the College, logo and its year of incorporation;
- G. Select, supervise, direct, support, evaluate, and remove the President.
- H. Utilize, improve, maintain, operate and manage all interests in real property that may be held by the College, plan for and construct improvements thereon, negotiate and hold leases or subleases of the real property, subject to the approval of the Tribe's Council; provided that nothing in these Bylaws shall be construed as authorizing the College to purchase, mortgage or encumber trust or restricted real property of the Tribe without the prior consent of the Council;
- I. Acquire, hold, own, manage, operate, exchange, deal in and dispose of all College personal property in the ordinary course of business, subject to the requirements set forth in these Bylaws;
- J. Subject to limitations on waivers of immunity in Article XII, pledge or grant security interests in the personal property, cash, accounts receivables and other assets (exclusive of any leasehold interests) of the College as collateral for any contractual obligation;
- K. Acquire, hold, own, use, license, and lease any interest in and to inventions, patents, licenses, formulas, processes, copyrights, trade names, trademarks and all applications therefore, provided that title of all such acquisitions shall be taken in the name of the Tribe and such interests may be sold only with the prior consent of the Tribe's Council;
- L. Enter into, make, perform and carry out or cancel and rescind

contracts for any lawful purpose pertaining to the business of the College; provided that no contract or other transaction between the College and any one of the Regents, officers or employees of the College or an selected officer or employee of the Tribe or enterprise thereof, or between the College and any corporation, partnership, firm or other legal entity in which one or more of the foregoing persons has a financial interest, directly or indirectly, shall be valid for any purpose, unless the entire interest of such persons is fully disclosed to the Board and the proposed contract or transaction is approved, ratified or confirmed by the affirmative vote of at least a majority of the entire Board who have no interest in transaction; Borrow funds, subject to the express limitation that the College shall not incur obligations in excess of its ability to pay as required and that the Tribe shall not be liable for the debts or obligations of the College;

- M. Apply for grants consistent with the mission of the College;
- N. Adopt a ceiling on the amount of funds that may be expended by the College without specific written approval of the Board;
- O. Designate and approve all depositories used for the deposit of funds of the College;
- P. Elect officers, establish standing committees, task groups, and advisory groups, appoint agents and select independent auditors, independent legal counsel, management companies and other consultants as may be needed from time to time by the College, define their duties and fix their compensation;
- Q. Set a reasonable per diem rate to be paid Regents, Ex Officio and Lifetime Members for attendance at meetings of the Board, and to authorize the payment to Regents of a reasonable travel allowance or reimbursement for authorized expenditures;
- R. Approve an annual work plan and budget prior to the commencement of the subsequent fiscal year and provide a copy of the approved budget to the Chairman of the Tribe, the applicable oversight Committee and the Council;
- S. Make an annual written and oral report regarding the operations of the College to the Council within 120 days after the close of the fiscal year of the College. The report shall include an annual financial audit report and program detail of the major activities of the College for the year just completed with projections for the succeeding year;
- T. Confer fully and freely with the Council in the performance of its duties and continue to provide information regarding the College to the

Council;

- U. Recommend amendment or revision of the Articles of Incorporation and Bylaws to the Council whenever deemed necessary;
- V. Have and exercise all other powers necessary, proper, advisable or incidental to affect any or all of the powers, responsibilities, and purposes for which the College was established.

#### ARTICLE IV OPERATIONS

- 4.1 Records, Audits, and Inspections. There shall be at the principal office of the College correct and current records of accounts of all the business and transactions of the College, which shall be kept on file in the offices of the College and shall be available for inspection at all reasonable times by Regents and officers of the College, and by authorized representatives of the San Carlos Apache Tribe. The records of the College shall be audited by an independent Certified Public Accountant within 120 days of the close of the fiscal year of the College. The results of such audit shall be included in the reports of the Chair of the Board to the Chairperson and Council of the Tribe.
- 4.2 Fiscal Year. The fiscal year of the College shall commence July 1 and end June 30 of the following year.
- 4.3 Contracts. Except as otherwise provided herein, the Board may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name and on behalf of the College, and such authorization may be general or confined to specific instances. No person shall be authorized to bind the College through contract or otherwise absent prior formal consent, recorded in writing, by the Board.
- 4.4 Checks, Drafts, Orders. The Board will establish a policy for the payment of money by check, draft, or other order, and for the issuance of notes, bonds, or other evidences of indebtedness issued in the name of the College; any such policy shall include the requirement of two signatories who may, by approved policy, be officer(s), agent(s), or employee(s) of the College.
- 4.5 Deposits. All funds, except cash on hand, shall be deposited from time to time to the credit of the College in such financial institutions as the Board may select.
- 4.6 Accounting. An appropriate accounting system shall be established and installed in conformity with generally accepted accounting principles. The accounting system shall insure the availability of information as may be necessary to comply with all applicable operational requirements of the College.

- 4.7 Budgets. A budget of the College for each year shall be prepared for approval by the Board prior to the end of the fiscal year. The budget shall include an overrun or underrun projection, a cash flow projection and a budget for capital expenditures. The draft budget shall be presented to the Board no less than 60 days prior to the start of each fiscal year. The President shall be responsible for enforcing the approved budget and shall compare actual budget expenditures with the approved budget on a quarterly basis and as necessary. Amendments to the approved budget may be made with the approval of the President and the Board.
- 4.8 Insurance. The College shall maintain liability, property, and error and omissions insurance for its operations and facilities sufficient to protect the interests of the College, the Board, and the Tribe. Such policies shall designate the Tribe as an additional named insurer. The College shall maintain workers' compensation insurance, unemployment compensation insurance, fidelity bond or employee theft and dishonesty insurance covering the President and employees, Regents, and officers who handle funds or property, and such other forms of insurance as the Board deems appropriate.

## ARTICLE V MEETINGS, VOTING

- 5.1 Monthly Regular Meetings. There shall be twelve (12) monthly regular meetings of the Board each year, with the date, time, and location to be determined by the Board. Teleconferencing may be used for regular meetings, including voting at such meetings.
- 5.2 Special Meetings. Special meetings of the Board may be called at any time by the Chair of the Board, or by a majority of the members of the Board, for the conduct of official business of the College. Special meetings may be held at such places as the Board shall direct. Teleconferencing may be used for special meetings including voting at such meetings.
- 5.3 Study Sessions. The Board may hold study sessions as needed for the purpose of studying one or more specific issues in depth, with no action taken during these meetings.
- 5.4 Emergency Meetings. Upon the occurrence of any event which creates a significant risk, or causes immediate harm, to the life, health, safety, or overall well-being of the students or staff, or significant damage to any facilities of the College, the Chair may call an Emergency Meeting without the standard meeting notification process, provided each member is promptly notified in some manner. Emergency meetings shall address only the emergency situation(s).
- 5.5 Notice. Notice of meetings stating the time, date, place, and agenda shall be given in writing to each Regent by mailing or emailing such notice not less than seven (7) days prior to the meeting, excluding the day of the meeting, provided that special meetings may be called upon with no less than five (5) days' notice. Notice of meetings shall be

posted in public places within the San Carlos Apache Tribe not less than five (5) days prior to the meeting, excluding the day of the meeting.

- 5.6 Quorum. A majority of the Regents in office, present in person, or through a telecommunications link when required due to exceptional or emergency circumstances, shall be necessary to constitute a quorum for the transaction of business at any meeting of the Board. For the minimum number of members, which is five, the quorum shall be three (3), and for the maximum number of members, which is seven, the quorum shall be four (4).
- 5.7 Action by Consent. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all members of the Board or of said committee, as the case may be, have been sent notice of the action to be taken by consent and a majority of all voting Regents' consent in writing, or by email, to the action to be taken. Said written or emailed consents shall be submitted within five (5) business days following the date of the notice of action. Written and emailed consents shall be filed with the minutes of the proceedings of the Board or Committee.
- 5.8 Action by Majority Vote. The act of a simple majority of the Regents present at a meeting at which a quorum is present shall be the act of the Board. The Chair of the Board has full voting rights on all Board matters. Each Regent shall be entitled to one vote at Board meetings.
- 5.9 Conflicts of Interest. Standard of Care. Accountability. If an immediate family member (children, grandparents, parents, uncles and aunts, first cousins, brother and sisters) of a Regent applies for a Board or staff position or for any other consideration by the Board, the Regent shall not participate in the deliberation or vote on the selection of such relative. The voting on the selection shall be by secret ballot. In the administration of the College Regents shall exercise ordinary business care, ethics, and prudence under the facts and circumstances prevailing at the time of the action or decision. In so doing, they shall consider long and short term needs of the College in carrying out its mission, goals, and mandates to support the College and are accountable to the Tribe's Council, the general public, and appropriate, federal, state, local government and other funding agencies. In addition to not engaging in fund raising activities that directly compete with the mission, goals, and mandate of the College, Regents, Officers, staff and their families are prohibited from profiting financially from any philanthropic, grant activity, or fund raising effort by the College. Regents shall weigh carefully all circumstances in which there exists the possibility or appearance of conflicts of interest.
- 5.10 Proxy Voting Not Allowed. The Board shall not permit proxy voting, and no one other than the Regents shall be allowed to vote on issues at the Board meeting.

## ARTICLE VI MOTIONS, MINUTES, AND RECORDS



- 6.1 Minutes. An official written record accurately describing the Board's discussion and all formal action of the Board shall be maintained in the form of written minutes.
- 6.2 Inspection. Copies of the written minutes of each meeting of the Board shall be kept on file by the College and shall be available to the public for inspection at all reasonable times. Copies of minutes of all Board meetings shall be made available to all Regents and to member of the public upon request.
- 6.3 Motions. Motions passed by a majority of the Board at a duly constituted meeting and duly recorded in the minutes shall constitute the legal action and record of the Board.

## ARTICLE VII PRINCIPAL OFFICERS OF THE BOARD

- 7.1 Officers of the Board. The Officers of the Board shall be a Chair, a Vice-Chair, and a Secretary. No two offices may be held by the same person except the offices of Secretary and Treasurer when combined into one office. All Officers must be Regents of the Board.
- 7.2 General Duties. Officers of the Board shall have the specific duties defined in the Articles of Incorporation, these Bylaws, and such other duties as may be determined by Board action.
- 7.3 Chair of the Board. The Chair of the Board shall preside at all meetings of the Board, and shall perform all duties associated with the office of the Chair and such other duties as from time to time may be assigned by the Board. The Chair and the Secretary shall sign any instruments which have been authorized by the Board to be executed on behalf of the College, except in cases in which the signing and execution thereof shall be expressly delegated by the Board to some other Officer or agent of the College, or shall be required by law to be otherwise signed or executed.
- 7.4 Vice-Chair The Vice-Chair shall perform the duties of Chair in the event the Chair is unable to act because of absence, vacancy, or disability, or in the event of inability or refusal of the Chair to act, and shall perform such other duties as the Board or the Chair shall direct.
- 7.5 Secretary. The Secretary, or designee, shall have the responsibility to:
  - A. Sign any instruments that have been authorized by the Board to be executed on behalf of the College;
  - B. Keep or cause to be kept the written minutes of each meeting of the Board of the College which shall be certified by the Secretary, and provide minutes of prior meetings to the Board for its approval at a subsequent meeting;

- C. Ensure that all required notices are duly given;
- D. Act as the official custodian of the College seal and all records, reports, statements, and other documents required by law to be properly kept and filed, including electronically filed;
- E. Perform all duties incidental to the office of the Secretary, and such other duties as from time to time may be assigned to the Secretary of the Board or the Chair; The Secretary may delegate the recording of minutes and may be provided clerical assistance to perform such duties;
- F. Perform the duties of Chair in the event the Chair and Vice-Chair are unable to act in such capacity, because of absence, vacancy, or disability or in the event of inability or refusal to act, and shall perform such other duties as the Board or Chair shall direct; and
- G. Perform the duties of a Treasurer, as the financial officer of the Board and who shall collaborate with the Chief Financial Officer and President of the College to ensure the Board receives timely and accurate reports on the financial affairs of the College.

7.6 Selection. Officers shall be nominated by and selected by majority vote of the Board entitled to vote.

7.7 Election, Term of Office and Qualification of Officers of the Board. Regents' terms shall begin each year of their tenure at the Annual Board of Regents meeting on July 1. Regents' terms shall end each year on June 30. The Officers of the Board shall be chosen every three years by a majority vote of the Regents at a duly noticed meeting. The term shall be thirty-six (36) months from the date of election. Each Officer shall hold office until a successor is chosen, or until death, or until said Officer shall have resigned, or shall have the duties of the Office lifted. Officers may be selected for additional terms in the manner prescribed herein for choosing Board Officers.

7.8 Removal of Officers of the Board. Any Officer appointed by the Board may be removed as an Officer by the Board with or without cause.

7.9 Resignations of Officers of the Board. Any Officer may resign at any time by giving written notice to the Board or the Secretary; such resignation shall take effect at the time specified therein or if no time is specified, when received.

7.10 Vacancies of Officers of the Board. Any vacancy in any office, because of death, resignation, removal, or any other cause shall be filled for the unexpired portion of the term in the manner prescribed herein for election or appointment to such office. A vacancy in the office of Chair shall be temporarily filled by the Vice-Chair, Secretary or Secretary/Treasurer, or Treasurer in that order as provided herein.

- 7.11 Other Officers and Agents. The Board may appoint such other officers and agents as it deems necessary or expedient and may determine their duties and terms.

## ARTICLE VIII EXECUTIVE COMMITTEE

- 8.1 Membership. The Executive Committee shall consist of the selected officers of the Board, the immediate past Chair of the Board, the President, and such other members of the Board as the Board may designate.
- 8.2 Meetings. The Executive Committee shall meet on an as needed basis for the purpose of making recommendations to the Board, and to exercise such power and authority as may be delegated to it by the Board.

## ARTICLE IX PRESIDENT

- 9.1 Appointment of the President. After a thorough search, the Board shall appoint a fully qualified person as President of the College. The President serves at the pleasure of the Board as contracted and is entitled to the compensation established by the Board. If the President resigns or vacates the position for any other reason, another administrator shall be appointed by the Board to fill the position in an "acting" capacity until such time as the position is filled.
- 9.2 Authority and Principal Responsibilities of the President. The President shall serve as the Chief Executive Officer (CEO) of the College and an Ex-Officio member of the Board, and shall not be entitled to vote or to be counted in a quorum in those matters requiring a vote of the Board, the Executive Committee, or the Officers. The President shall oversee the day-to-day stewardship and administration of the College and shall execute the policies and programs established by the Board. The President shall have regular one-on-one communication with the Chair of the Board, including to collaborate on the development of agendas for Board meetings, to identify issues that may warrant the attention of the full Board, and to ensure the Chair has the data and information required to support her/his leadership and governance role on the Board.

## ARTICLE X STANDING AND OTHER COMMITTEES

- 10.1 Standing Committees. In addition to the Executive Committee, the Board Chair, with the approval of the Board, may appoint Standing Committees to focus on special functions or activities of the College. The Board shall elect a Chair for each Standing Committee and elect members from within and without the Board.
- 10.2 Other Special Committees. In addition to Standing Committees, other special

committees may be established and constituted by the Chair of the Board, with the approval of the Board, or by the Board. Members of Special Committees may be from within and without the Board.

#### ARTICLE XI AUXILIARY MEMBERSHIP

Other membership organizations may be established and maintained within the structure of the College by persons sympathetic to the aims of the College for the purpose of furthering the objectives of and promoting interest in and support for the College.

#### ARTICLE XII LIABILITY OF REGENTS OFFICERS, AND PRESIDENT

The College is chartered by the San Carlos Apache Tribe as a 501(c)(3) non-profit corporation. It is closely affiliated with the Tribe and is established for the benefit of the Tribe. As such, it has the same immunity from suit as the Tribe. The personal liability of every Regent, Officer, President and every former Regent, Officer, President of the College, is, and shall be immunized to the fullest extent permitted or authorized by the Laws of the Tribe and the United States of America. Regents Officers, the President and other employees of the College shall be deemed employees for purposes of the application of the Tribe's sovereign immunity from suit.

#### ARTICLE XIII SOVEREIGN IMMUNITY

13.1 Immunity from Suit. Nothing in these Bylaws, the Articles of Incorporation, or other documents of the College, and no act of the College shall cause or is intended to cause, or shall be interpreted as, a waiver of the sovereign rights or immunities of the San Carlos Apache Tribe, or that of its elected officials, or the Officers, Regents, employees, agents, or representatives of the College, of any rights or privileges secured by any treaty, executive order, or any other laws of the United States of America or any law.

13.2 Limited Waiver of Immunity. The College may be sued in the courts of the Tribe, and only in the following limited circumstances:

A. Claims Covered by Insurance. With respect to claims against the College for any personal injury or property damage, the amount and nature, of which are within the express coverage of a policy of insurance procured and maintained by the College, as acknowledged by the insurer under such policy, the immunity of the College is waived to the lesser of the extent of such coverage or Three Million Dollars (\$3,000,000), provided that any judgment, order or award may only be satisfied pursuant to:

a. the express provisions of the policy or policies of insurance which are in

effect at the time of each such judgment, order or award; and

- b. an action, if necessary, brought by the prevailing party against the insurer under such policy.

B. Contract Claims.

- a. With respect to claims against the College (i) arising out of anywritten contract to which the College is a party, and (ii) the amount and nature of which are not within the express coverage of a policy of insurance, as acknowledged by the insurer under such policy, the immunity of the College is waived for an amount not to exceed the amount the obligation of the College under the contract, the value of the assets of the College as specified in subsection (8)(2) below, or Five Hundred Thousand Dollars (\$500,000), whichever is the smallest sum.
- b. The immunity of the College from execution on any judgment, award or order is hereby waived only with respect to a pledge of, or security interest in, the personal property, cash, accounts receivable and other assets of the College (exclusive of any leasehold interests) granted by the College as collateral for any payment obligations under such contract, provided that:
  - i. Execution on any such collateral shall be limited to the assets of the College and shall not extend to the assets of the Tribe.
  - ii. Execution on any such collateral shall be solely by judicial process pursuant to a judgment, order or award of a court of competent jurisdiction.

C. Claims Tried to Court. Any claims for which the immunity of the College is waived shall be tried to the court. Nothing herein shall be construed as a consent to trial by jury.

D. Suits Brought in Name of the College. All claims arising out of College operations shall be brought against the College directly and in the name of the College. Regents, officers, agents and employees of the College, when acting within the scope of their College, are immune from suit.

13.3 Section Strictly Construed. Except as otherwise expressly provided in the Articles of Incorporation of the College, nothing contained in these Bylaws shall be interpreted or construed as:

- A. A waiver of the sovereign immunity of the College beyond the limits set forth in the Articles of Incorporation of the College;
- B. A waiver of the sovereign immunity of the College from the imposition in any judgment, order or award of punitive, double, treble, incidental or

consequential damages;

- C. A waiver of the sovereign immunity of the College from a levy on any judgment, or a lien, attachment, execution or other judicial or non-judicial process upon the real property assets of the College; or
- D. Creating any liability for the Tribe with respect to any claims or other obligations asserted against the College or arising out of its operations.

- 13.4 Modifications. The Tribe's Council retains the power to prospectively modify this limited waiver of the immunity of the College at any time either generally or with respect to particular circumstances.

#### ARTICLE XIV INSURANCE, INDEMNIFICATION

- 14.1 Insurance. The College shall maintain appropriate liability and property insurance for its operations and facilities sufficient to protect the interests of the College and the Tribe. Such policies shall designate the Tribe as an additional named insured. The College shall maintain workers' compensation insurance, unemployment compensation insurance, fidelity bond or employee theft and dishonesty insurance covering the Board, Presidents, officers, and employees who handle funds or property, and such other forms of insurance as the Board deems appropriate.
- 14.2 Indemnification. The College shall indemnify any person who, by reason of the fact that he or she is or was a Regent, Officer, President, employee, or agent of the College, incurs financial loss due to judgments, fines or amounts paid or agreed to be paid in settlement of any claim against the College, and, in addition, necessary and reasonable expenses, including attorney's fees, incurred in connection therewith.

#### ARTICLE XV DISSOLUTION AND LIQUIDATION

- 15.1 Dissolution by Council. The College can be dissolved only by Council Resolution pursuant to a Plan of Dissolution approved by the Council and in compliance with the Tribe's laws. Ten (10) calendar days written notice of intent to adopt a Resolution dissolving the College for cause shall be delivered to the Board of the College, by the Tribe's Chairperson. Thereafter, dissolution proceedings shall be initiated by the Council pursuant to an adopted Resolution expressing its intent to dissolve the College. The College shall continue in existence during dissolution proceedings to permit proper closure of the affairs of the College by a Dissolution Management Board appointed by the Council.
- 15.2 Powers and Duties of the Dissolution Management Board. The Dissolution Management Board to dissolve the College shall proceed as follows:

- A. Within 60 days after the effective date of the Council Resolution of Dissolution, or such other period of time as may be fixed in such Resolution, the Dissolution Management Board shall submit a Plan of Dissolution for review and approval by the Council. The Plan of Dissolution shall include an anticipated time frame for execution of the Plan and provide the following: The form and procedure for giving notice of intent to dissolve to every known creditor of the College;
  - B. An identification of College cash and accounts receivable and steps for collecting such assets;
  - C. An inventory of the personal property and other assets of the College identifying which, if any, of the personal property of the College is to be distributed to the San Carlos Apache Tribe in kind, and the methods for disposition of all other assets;
  - D. An identification of the liabilities and obligations of the College and steps for satisfying or discharging such debts and obligation;
  - E. An identification of uncollected or unasserted claims and liabilities of the College and steps for making adequate provisions of such claims;
  - F. Steps for identifying and distributing the remainder of the assets of the College, both in cash or in kind, to the San Carlos Apache Tribe after all claims have been satisfied or otherwise provided for;
  - G. Any other acts required to liquidate the assets of the College and wind up the business of the College; and
  - H. Close-out audit.
  - I. The College, during dissolution proceedings, shall have only those powers and duties which are authorized in the approved Plan of Dissolution necessary to wind up the business of the College.
- 15.3 Notice of Completion of Dissolution. The Management Board shall notify the Chairperson and the Council in writing when, in accordance with an approved Plan of Dissolution, all debts, liabilities and obligations of the College have been paid and discharged, or adequate provision has been made therefor, and all remaining property and assets of the College have been distributed.
- 15.4 Dissolution and Repeal of Charter. The College shall be dissolved and its Charter repealed upon formal acceptance of the Notice of Completion of Dissolution by Resolution of the Tribe's Council.

## ARTICLE XVI AMENDMENTS

16.1 Majority Vote Required. So far as is consistent with the Articles of Incorporation, these Bylaws may be amended by a majority vote of the Board. A Bylaws Committee shall be created to prepare and submit proposed amendments or revisions to these Bylaws upon a majority vote of the Board present and voting at any regular meeting of the Board. Notice of any proposed amendment shall be mailed to each Board member at least twenty (20) calendar days before the time of such meeting.

16.2 Amendments Require Approval by Council. Amendments to these Bylaws shall not become effective until approved by Council Resolution.

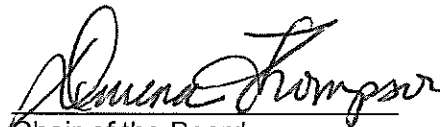
### CERTIFICATION

I, the undersigned, Secretary of the San Carlos Council, hereby certify that the Council is composed of eleven (11) members, of whom(&), constituting a quorum, were at a Regular Council Meeting hereto held on the 7<sup>th</sup> day of May 2024, and that the foregoing College Bylaws were approved by Resolution No. MY-24-077, which was duly adopted by a vote of **FOR: 8: OPPOSED: 0: ABSTAINED: 0:** of the Council pursuant to Article V, Section 1 (a) of the Amended Constitution and Bylaws of the San Carlos Apache Tribe, effective, February 24, 1954.



Council Secretary  
SAN CARLOS APACHE TRIBE

IN WITNESS WHEREOF, these Amended Bylaws of the San Carlos Apache College, Inc. approved and adopted this 7<sup>th</sup> day of May, 2024 in San Carlos, Arizona, on the San Carlos Apache Indian Reservation, pursuant to Resolution No. MY-24-077.



Chair of the Board

ATTEST:



Secretary of the Board