

CONFLICT OF INTEREST POLICY

FOR

NORTHWEST INDIAN COLLEGE

BOARD OF TRUSTEES

STATEMENT

It is the policy of the Northwest Indian College Board of Trustees to ensure that the image and implementation of fairness, propriety and integrity remain an integral part of the duties and responsibilities of the members of the Board of Trustees toward the College and their constituents.

GENERAL POLICIES

1. Definitions

- a. A conflict of interest is a situation in which regard for one duty leads to disregard of another duty, or might reasonably be expected to do so. A conflict of interest may be actual or potential.
- b. Family member is a spouse or partner, parent, sibling, grandparent, aunt, uncle, nephew, niece or first cousin to the Trustee.
- c. Nepotism is the hiring or other creation of a formal relationship between a family member of the Trustee of the College by virtue of the familial relationship or membership within the Trustee's household.

2. No Trustee shall engage in any activity, transaction or Board decision wherein the Trustee may receive significant personal or financial gain or benefit for himself/herself or for the Trustee's family member or a business owned by the Trustee or family member or a business wherein the Trustee or the family member has an interest.
3. No Trustee shall coerce or exert undue influence upon the Board or College for any personal or financial gain or benefit for himself/herself or for the Trustee's family member or a business owned by the Trustee or family member or a business wherein the Trustee or the family member has an interest.
4. No Trustee shall accept any gratuities, monetary payment or special favors in exchange for influences the Trustee's position may have on deliberations or decisions of the Board for final results.
5. No Trustee shall be an employee of the College nor obtain any type of short or long term employment, consulting or other contract from the College. However, this provision shall not apply to the duly elected Trustee representing the faculty/student constituency to the Board.
6. A Trustee making or issuing public statements or opinions regarding the College must notify the receiver of the statement or opinion that such statement or opinion is issued at the direction of the Board, or alternatively, that such statement is the personal opinion of the speaker and does not reflect the view of the Board.
7. No Trustee may publicly advocate his/her personal or political opinion to the general public within his/her capacity as a Trustee.

8. No Trustee shall defame, by slander, libel or otherwise, the College, other Trustees or the Board of Trustees.
9. No Trustee shall promise, convey or otherwise obligate assets, efforts or support of the College or Board of Trustees without the express directive or authorization of the Board.
10. No Trustee shall disclose any private, privileged or other confidential information arising from the Board of Trustees meetings or functions that would give unfair financial, personal or political advantage to any individual, organization or business entity.
11. No Trustee shall disclose any private or confidential information arising from Board of Trustees meetings, functions, correspondence or other communication.
12. No Trustee shall participate in any Board of Trustees action that would constitute an act of nepotism for that trustee. No Trustee shall participate in the deliberation, decision or vote on any matter concerning the Trustee's family member but shall abstain from the deliberation and decision or vote.
13. The "Arms Length Relationship" as required by the Northwest Association of Schools and of College and Universities shall not be violated by any Trustee in that no Trustee shall within his/her capacity as Trustee advocate, campaign, or seek any political favor, votes or preferential or privileged treatment for any employee, officer or other agent of the Lummi Tribal Government; provided, however, that such resulting interaction is outside the scope of a legitimate business or academic relationship.
14. All Trustees, upon his/her election, shall sign and abide by the PLEDGE and AGREEMENT as adopted and required by the Board of Trustees.
15. The Board of Trustees shall be the body that will monitor, receive and investigate allegations of conflicts of interest possessed by a Trustee. The Board of Trustees shall determine the significance of any conflict and shall determine whether waiver of the conflict or discipline of the subject Trustee is appropriate.
16. The Board of Trustees may waive a conflict after a full disclosure of the conflict has been made and the Board determines that a compelling reason exists for such waiver. However, if a partial disclosure rather than a full disclosure of the conflict has been made, the waiver shall be invalidated and shall be null and void.
17. The Board of Trustees may discipline a Trustee for the breach of any provision of this CONFLICT OF INTEREST POLICY and such discipline may include, but is not limited to, warning, censure, reprimand, suspension or removal.

DONE and DATED this _____ day of _____, 2003.

**BOARD OF TRUSTEES
NORTHWEST INDIAN COLLEGE**

Board of Trustees, Chair

ATTESTED:

Board of Trustees, Secretary

CERTIFICATION

I hereby certify that the foregoing CONFLICT OF INTEREST POLICY was adopted by the Board of Trustees for Northwest Indian College in a meeting duly called and convened in Special Meeting assembled the 21st day of August, 2003, with 4 members present to constitute a quorum and with a vote of 4 ayes, 0 nays and 0 abstaining.

PLEDGE AND AGREEMENT

This PLEDGE and AGREEMENT is made by _____, a member of the Northwest Indian College Board of Trustees and appointed by the Lummi Nation Council, to and with Northwest Indian College and the Board of Trustees. This PLEDGE and AGREEMENT shall be effective upon the date of the appointment of the above-named Trustee and shall be effective for one year after the Trustee leaves the position of Trustee.

PURPOSE

The Board of Trustees and Northwest Indian College are dedicated to the integrity of the school and its governance. To this end and purpose, the Board of Trustees has adopted this PLEDGE and AGREEMENT in its dedication and effort to maintain the integrity of its governance and to avoid any impropriety or appearance of impropriety by any Trustee.

In as much as the Lummi Nation is a major employer on the Lummi Reservation, it is acknowledged that the Trustee may be an employee of the Lummi Nation at the time of his/her appointment as a Trustee or that a Trustee may become an employee of the Lummi Nation subsequent to his/her appointment. In light of this circumstance or possibility of circumstance, the Board of Trustees will maintain through this PLEDGE and AGREEMENT the requisite "Arms Length relationship" with the legislative and administrative bodies of the Lummi Tribal Government by requiring that the above-named Trustee shall not possess nor exercise an interest adverse to the Board of Trustees or Northwest Indian College by virtue of his/her employment.

The Board of Trustees also acknowledges that conflicts of interest other than a Trustee's employment may arise due to a Trustee's familial or financial relationship. Therefore, the Board of Trustees will avoid through this PLEDGE and AGREEMENT any impropriety or appearance of impropriety by the above-named Trustee by virtue of the Trustee's familial or financial relationship.

THEREFORE, THE UNDERSIGNED PARTIED AGREE THAT:

1. The above-named Trustee has read and will abide by the CONFLICT OF INTEREST POLICY adopted by the Board of Trustees.
2. The above-named Trustee shall not breach the requisite "Arms Length Relationship" with the administrative and legislative bodies of the Lummi Nation by virtue of his or her employment or other relationship with those bodies by advocating an interest adverse to the interest of the Board of Trustees, members of the Board of Trustees or Northwest Indian College.
3. In the event that the above-named Trustee is an employee or agent of the Lummi Nation Court system, the Trustee shall not advocate an interest adverse to the interest of the Board of Trustees, members of the Board of Trustees in their capacity as a Trustee, or Northwest Indian College in any judicial or quasi-judicial proceeding.
4. The above-named Trustee shall not participate in any deliberation or decision of the Board of Trustees wherein the Trustee has or may have an interest adverse to the Board or the College resulting in personal or financial interest or benefit.
5. The above-named Trustee shall not participate in any deliberation or decision of the Board of Trustees wherein the Trustee's family or a business owned by a family member or Trustee may receive a personal or financial interest or benefit.

6. The above-named Trustee shall not contract as a consultant or for other services nor be hired as an employee of the College during his/her term as a Trustee or for one year thereafter.
7. The Board of Trustees shall be the body that will monitor, receive and investigate all allegations of a conflict of interest possessed by or exercised by the above-named Trustee.
8. In the event that the Board of Trustees determines that the above-named Trustee has violated a provision of this PLEDGE and AGREEMENT, the Board of Trustees may take action to eliminate or mitigate the conflict.
9. In the event that the Board of Trustees determines that the above-named Trustee possess a conflict, the Board may waive the conflict if it determines that a compelling reason exists, which justifies such waiver.
10. In the event that the Board of Trustees determines that that the above-named Trustee has violated a provision of this PLEDGE and AGREEMENT and that a compelling reason does not exist which justifies a waiver, the Board of Trustees may issue disciplinary action such as, but not limited to, warning, censure, reprimand, suspension or removal.

DONE and DATED this _____ day of _____, 2015

Board of Trustees Member

**NORTHWEST INDIAN COLLEGE
BOARD OF TRUSTEES**

By: _____
Authorized Representative

