

## GENERAL RELEASE

This General Release is made and entered into between the Montana University System, Montana State University Northern ("*University*"), in its own right and on behalf of the ASMSUN Student Senate and ("*Student Senate*"), the individually named defendants Greg Kegel and Colin Miller in their official capacities, and The Sweetgrass Society ("*SGS*") by and through its members Mia Lamabull, Amy Murdock, Jonathan Nepoose and Radium Woolf, (collectively, "*Members*"). University, SGS, and the Members ("*the Parties*") agree to the following terms and conditions:

### 1. OBJECTIVES

The objective of this release is to forever extinguish all claims known and unknown that the Parties asserted, or could have potentially assert against each other with regards to the Human Rights Bureau Cause nos. 0170336-338, 0170313, 0170334, 0170335, ("*Complaints*")

### 2. NO ADMISSION OF LIABILITY

It is understood that the terms embodied in this agreement are accepted as the sole consideration for full satisfaction and accord to compromise, disputed claims or potential claims regarding the issues raised in the Complaints, and do not constitute an admission of liability by either party.

### 3. CONSIDERATION

- A. Upon execution of this agreement, the Parties will issue a joint press release with quotes from the University Chancellor acknowledging the concerns of the SGS and re-affirming the University's commitment to moving forward and supporting the Native American Students, with similar/reflective quotes from SGS and or the Members and their representatives.
- B. The Parties will develop and implement a diversity education program for students, faculty and staff at University that will include the following:
  - a. Annual implicit bias training for students, faculty and staff, with a trainer to be agreed upon by the Parties.
- C. The Parties will develop and implement a program to acknowledge racial diversity issues, including both strengths and weaknesses, and which stresses the importance and value of Indian Education for All. A subcommittee, consisting of at least one representative of the SGS, the Chancellor, the SGS faculty advisor and a member of the Student Senate, will be established to prepare recommendations by the end of the 2017-2018 academic year for school-wide racial diversity training.
- D. The Parties will jointly create a program for regularly recognizing American Indian alumni and their contributions to society, community, Tribes and or schools. The subcommittee identified in the preceding paragraph will be responsible for creation and implementation of this program.
- E. No later than the start of academic year 2018-2019, the University will establish a advisory group with representatives from local Native American communities (*see, e.g.*

- Council of Elders created at MSU-Bozeman) as an official forum to seek out and obtain the input of local tribal leaders.
- F. University will provide opportunities for improved communication between the ASMSU-N Student Senate and SGS
    - a. An event was held on September 27, 2017 with Rose Salamanca of the U.S. Department of Justice's Community Relations Service.
    - b. University will invite Ms. Salamanca to return and continue to facilitate conversations between the Student Senate and SGS.
    - c. A training was provided October 25 to the Student Senate and other invited groups regarding the application of the First Amendment's free speech provisions to college campuses which will begin the process of establishing a campus free speech policy. The University will provide annual free speech trainings to the Student Senate and other invited groups.
  - G. University will conduct an analysis of its hiring processes to determine if there are steps in the process that disproportionately eliminate Native American applicants and to identify options for improvement in the recruitment and hiring process. The University will seek out input from Native American Students in identifying options for improving the recruitment and hiring process. This analysis will be complete by the end of the 2018-2019 academic year, and conclusions and recommendations will be presented to the student groups prior to the commencement of the 2019-2020 academic year.
  - H. The University will seek input from a broad range of students, including representatives of SGS in revising the Student Conduct Policies. The process will begin during the 2017-2018 school year with a goal of adopting the revised policies for the 2018-2019 school year.
  - I. University will work with the advisors to the Student Senate and the Student groups to increase communication among the advisors. Draft agendas for the Student Senate meetings will be provided to all student group faculty advisors (including, but not limited to, the faculty advisor for the SGS) in advance of upcoming Student Senate meetings, and will provide a meaningful opportunity for input on the agenda.
  - J. The University will provide an opportunity for the SGS members to provide input regarding their perspectives on the presence of having Havre Police Department officers at University events, in plain-clothes. The University will share this information with the Havre Police Department so that the perspective may be considered when evaluating appropriate police presence at University events.

#### 4. FULL WAIVER AND RELEASE

The Parties expressly understand and agree that this agreement is in full accord, satisfaction and discharge of any and all claims or complaints known or unknown that University could assert against SGS and SGS could assert against University related to the Complaints. SGS, and Members agree that they have completely read this agreement, fully understands the terms and contents and freely, voluntarily and without coercion enter into this agreement. Further, SGS and Members agree and acknowledge that this waiver and release of rights they may have under any, state administrative procedure, the Montana Human Rights Act, the federal Civil Rights Act, and/or any other local, state or federal law, is knowing and voluntary and that it shall be a

breach of this agreement to institute any action or to recover any damages which would be in conflict with or contrary to this acknowledgment.

5. ACKNOWLEDGMENT

The undersigned hereby states that they have read this Agreement and agree to the terms therein. The Parties further state that they have been advised that they are entitled to seek independent legal and other advice concerning this Agreement. The Parties hereby state that no promises, representations or guarantees were made to them and they fully and freely assumes the risk of the terms of the Settlement decision.

This Agreement is binding upon the undersigned and their heirs, executors, administrators, personal representatives, estate and assigns. The Agreement runs to and inures to the benefit of each and all of the parties hereby released and their respective heirs, executors, administrators, personal representatives, estates, successors and assigns.

6. DURATION

The parties agree to continue with the obligations of this agreement for a minimum of five years. A representative of the University and the then current members of the Sweetgrass Society shall meet and confer about the status prior to discontinuing or modifying any efforts.

DATED this \_\_\_ day of \_\_\_\_\_ 2017.

  
\_\_\_\_\_  
SGS

\_\_\_\_\_  
Members

  
\_\_\_\_\_  
University