

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS
KANSAS CITY-LEAVENWORTH DIVISION**

JARED NALLY and THE INDIAN
LEADER ASSOCIATION,

Plaintiffs,

v.

RONALD J. GRAHAM, in his individual and
official capacity as President of Haskell
Indian Nations University;

HASKELL INDIAN NATIONS
UNIVERSITY;

TONY L. DEARMAN, in his official
capacity as Director of the Bureau of Indian
Education; and

THE BUREAU OF INDIAN EDUCATION,

Defendants.

CIVIL ACTION NO.: 21-2113

JURY TRIAL DEMANDED

COMPLAINT FOR CIVIL-RIGHTS VIOLATIONS

INTRODUCTION

1. Plaintiffs Jared Nally and the Indian Leader Association bring this lawsuit because Haskell Indian Nations University is violating the First Amendment by retaliating against them for engaging in protected expression and journalistic activities and by enforcing a sweeping and vague policy on campus expression that was applied to Nally to impose an unconstitutional prior restraint. Nally is a student journalist and editor-in-chief of the award-winning student newspaper published by the Indian Leader Association, *The Indian Leader*.

2. On October 16, 2020, Haskell President Ronald J. Graham issued Nally a “Directive” forbidding him from criticizing Haskell officials or requesting information from government agencies while identifying himself as a student journalist. After excoriating Nally for engaging in these protected journalistic activities, President Graham threatened disciplinary action if Nally failed to show Haskell officials “appropriate respect” by continuing to engage in these protected activities. The Directive invoked Haskell’s Code of Student Conduct, which only allows student expression that is “consistent with Haskell’s CIRCLE values.” CIRCLE is an acronym that stands for Communication, Integrity, Respect, Collaboration, Leadership, and Excellence. For 90 days, Plaintiff operated under this prior restraint until President Graham informed Nally that he had intended to rescind the Directive after five weeks and attributed the additional delay to an “administrative mishap.”

3. Haskell continues to retaliate against Plaintiffs by withholding more than \$10,000 from the newspaper’s anticipated funds, without any notice or explanation. Even though the Indian Leader Association submitted its required renewal materials at the beginning of September, Haskell has failed to even recognize the group, instead imposing other financial and administrative hurdles to the operations of the *The Indian Leader*, the oldest Native American student newspaper in the country.

4. This is not the first time Haskell has violated the First Amendment by retaliating against the Indian Leader Association. More than thirty years ago, this Court entered a preliminary injunction against Haskell after it temporarily stopped publication of *The Indian Leader* in retaliation for critical coverage, and then appointed an adviser who wrested editorial control of the paper from the students. This Court approved an ensuing settlement agreement that

prohibited Haskell from inhibiting the First Amendment rights of members of the Indian Leader Association.

5. In bringing this lawsuit, Nally and the Indian Leader Association seek to hold Haskell’s leadership accountable for flagrantly violating clearly established First Amendment rights. Defendants cannot punish the protected expression of student journalists like Nally—or any student—simply because officials find their expression, reporting, or commentary to lack “appropriate respect.” The First Amendment protects student expression even when administrators or others might view it as lacking “integrity” or being disrespectful. *See, e.g., Papish v. Bd. of Curators of the Univ. of Mo.*, 410 U.S. 667, 670 (1973) (holding that university may not censor student newspaper merely based on offensive content).

JURISDICTION

6. This Court has jurisdiction over this action under 28 U.S.C. § 1331 because Plaintiffs’ claims arise under federal law.

7. Plaintiffs bring their First and Fifth Amendment Claims for declaratory and injunctive relief under the Administrative Procedure Act, 5 U.S.C. §§ 701–706, the Declaratory Judgments Act, 28 U.S.C. §§ 2201–2202, as well as “directly under the constitution,” *Porter v. Califano*, 592 F.2d 770, 781 (5th Cir. 1979).

8. Plaintiffs bring their First Amendment claims for compensatory, nominal, and punitive damages under *Bivens v. Six Unknown Named Agents*, 403 U.S. 388 (1971). Plaintiffs seek an award of damages for the reckless and callous violation of their clearly-established First Amendment rights.

VENUE

9. Venue is proper in this judicial district under 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to Plaintiffs' claims occurred in Lawrence, Kansas, which is located in the Kansas City-Leavenworth Division of the District of Kansas.

10. Venue is also proper in this judicial district under 28 U.S.C. § 1391(e)(1).

THE PARTIES

Plaintiffs

11. Jared Nally is a citizen of the United States and a resident of Lawrence, Kansas. He is an enrolled member of the Miami Tribe of Oklahoma and also of Volga German descent.

12. In the fall of 2019, Nally transferred to Haskell Indian Nations University. In May 2020, he earned an Associate of Arts degree, *magna cum laude*. Nally is continuing his education at Haskell pursuing a Bachelor of Arts in Indigenous and American Indian Studies. At all times relevant to the Complaint, Nally has been a Haskell student.

13. During his first semester, Nally started reporting for *The Indian Leader*, an editorially independent student media outlet at Haskell. In January 2020, Nally became the editor-in-chief of *The Indian Leader*. Nally has written over 60 articles for the student newspaper. At all times relevant to the Complaint, Nally has been a student journalist.

14. The Indian Leader Association is an unincorporated student association that manages and publishes *The Indian Leader*. Founded in 1897, *The Indian Leader* is the oldest Native American student newspaper in the country and has won many awards. *The Indian Leader* serves the Haskell student body by communicating information that impacts student academics and campus life and serves the broader Haskell community by transmitting mainstream or local news and cultural issues across Indian Country.

15. The goals of the Indian Leader Association are “to seek the truth and report the facts for the betterment” of the Haskell community, while complying with journalism ethics and standards. The Indian Leader Association also seeks “to promote Native American issues and provide an outlet for those stories to be told.”

Defendants

16. Defendant Ronald Graham serves as the President of Haskell Indian Nations University. President Graham manages and is responsible for the “development, dissemination and implementation of standards, policies and procedures for education programs” at Haskell. *See* Indian Affairs Manual, pt. 3, ch. 8; U.S. Department of the Interior Departmental Manual, pt. 130, ch. 8. Thus, President Graham is responsible for the promulgation, implementation, and enforcement of Haskell’s Code of Student Conduct and its “CIRCLE” values, and exercises the authority of the federal government in carrying out these responsibilities. President Graham is sued in his individual and official capacities.

17. Defendant Haskell Indian Nations University is a tribal university founded in 1884 and now operated by the United States. Located in Lawrence, Kansas, Haskell is one of only two post-secondary institutions directly operated by the Bureau of Indian Education, a division of the U.S. Department of the Interior. According to its website, the University’s mission “is to build the leadership capacity of [its] students by serving as the leading institution of academic excellence, cultural and intellectual prominence, and holistic education that addresses the needs of Indigenous communities.” Haskell requires that all students “either be an enrolled member of a federally recognized tribe eligible for education benefits from the Bureau of Indian Affairs, or be at least one-fourth total degree Indian blood direct descendant of an enrolled member of a tribe eligible for education benefits from the Bureau of Indian Affairs.”

18. Defendant Tony L. Dearman is the Director of the Bureau of Indian Education and has served in this position since November 2016. As Director, he is responsible for the management and direction of all education functions, including formulating policies and procedures, supervising all program activities, and approving the expenditure of funds appropriated for education functions. Director Dearman is also responsible for supervising President Graham. Director Dearman's duty location and office are located in Washington, DC. Director Dearman is sued in his official capacity only.

19. Defendant the Bureau of Indian Education ("BIE") is a federal agency that directly operates Haskell. Formerly known as the Office of Indian Education Programs, the BIE was renamed and established on August 29, 2006. The Bureau falls under the U.S. Department of the Interior under the purview of the Office of the Assistant Secretary-Indian Affairs. BIE officials delegate responsibility for the "development, dissemination and implementation of standards, policies and procedures for education programs" at Haskell to President Graham. 25 C.F.R. § 33.4; Indian Affairs Manual, pt. 3, ch. 8. Thus, in managing Haskell, President Graham exercises the authority of the Bureau of Indian Education.

FACTUAL ALLEGATIONS

20. In 1988 and 1989, Haskell's violations of the First Amendment resulted in a settlement agreement that prohibited Haskell from imposing any prior restraint or inhibiting the free expression of the Indian Leader Association and guaranteed it editorial independence. Three decades later, Haskell is not only violating its obligations under the agreement but also the First Amendment.

21. Haskell's Code of Student Conduct, specifically its policy on "Campus Expression," explicitly permits only student expression that complies with Haskell's "CIRCLE"

values, like respect. After Nally criticized administration officials and the university, President Graham applied this policy to impose a prior restraint on Nally, threatening him with discipline if he continued to criticize Haskell or engage in other protected activities. Haskell is also withholding funding from the Indian Leader Association and imposing other financial and administrative hurdles that continue to impede its operations. Despite being warned about these constitutional violations, Haskell has continued to show reckless disregard for its students' rights.

Haskell Indian Nations University Has a Long History of Violating the First Amendment Rights of Student Journalists.

22. Three decades ago, Haskell's flagrant disregard for the First Amendment rights of its student press forced the Indian Leader Association to seek redress in this Court.

23. In the fall of 1988, Haskell administrators temporarily shut down publication of *The Indian Leader* after it published a story alleging unethical conduct by the school's then-President.

24. Things escalated in March of the following year. After the faculty adviser of *The Indian Leader* wrested editorial control of the paper from the students, the Indian Leader Association and several student journalists and editors sued Haskell Indian Nations University (then known as Haskell Indian Junior College) for violating their First Amendment rights. *Indian Leader Ass'n v. U.S. Dep't of the Interior*, No. 89-4063-R (D. Kan.) (filed Mar. 30, 1989).

25. The Honorable Richard Rogers, U.S. District Judge for the District of Kansas, granted the Indian Leader Association a temporary restraining order prohibiting publication of the newspaper issue put together by the faculty adviser.

26. In September 1989, Haskell entered into a settlement agreement with the Indian Leader Association. Order Approving Settlement Agreement, *Indian Leader Ass'n v. U.S. Dep't*

of the Interior, No. 89-4063-R (D. Kan. Sept. 19, 1989). A true and correct copy of this Court's order approving the settlement agreement and the 1989 Settlement Agreement is attached to this Complaint as Exhibit A.

27. Under the 1989 Settlement Agreement, the Indian Leader Association and the Editorial Board of the newspaper have the right to editorial control over the contents of *The Indian Leader*.

28. The students' right to full editorial control over *The Indian Leader* includes both the right to engage in journalistic pursuits free from censorship, as well as the right to access its Student Bank account.

29. Specifically, the 1989 Settlement Agreement prohibits any kind of prior restraint or censorship of *The Indian Leader*, mandating that:

[N]o officer, agent, instructor or employee of Haskell shall:

- (a) censor, edit or modify the contents of *The Indian Leader* in violation of the First Amendment of the United States Constitution;
- (b) restrain, obstruct or prohibit the publication of *The Indian Leader* newspaper or otherwise inhibit the free expression of members of [the Indian Leader] Association in violation of the First Amendment of the United States Constitution; . . .
- (c) suspend the publication of *The Indian Leader* on the ground that a vacancy has arisen in the position of faculty adviser to *The Indian Leader* newspaper or the Association[;]
- (d) refuse any written request for disbursement of funds, reasonably related to the management or publication of *The Indian Leader*, . . . [or]
- (e) refuse to approve a Plan of Operation for the Association

Ex. A, Settlement Agreement, at 3–4, ¶ 3.

30. Additionally, the 1989 Settlement Agreement sets forth requirements for the allocation of “monies which may be received or collected by Haskell on behalf of [the Indian

Leader] Association, such as the Association’s allocation of student activity fees.” For example, *The Indian Leader*’s funds must be held in the Haskell Student Bank and “shall be:

- (a) the subject of a separate accounting . . . and assigned a separate account number;
- (b) the subject of a monthly account statement prepared by the Haskell Student Bank . . . ; and
- (c) disbursed in accordance with this Settlement Agreement and the . . . Plan of Operations.”

Id. at 5, ¶ 6.

31. Despite expressly acknowledging the obligations imposed by the 1989 Settlement Agreement, Haskell has resumed violating the First Amendment rights of its student journalists more than three decades later.

Haskell’s Code of Student Conduct Unconstitutionally Subordinates Students’ First Amendment Rights to “CIRCLE” Values.

32. Haskell maintains a Code of Student Conduct that applies to all students—including student journalists engaged in protected newsgathering and reporting activities—as President Graham demonstrated when he invoked the code to impose a prior restraint on Nally under threat of discipline.

33. Haskell established the Code of Student Conduct “in order to promote healthy decision-making and to protect the rights of all students.”

34. According to Haskell, all students are “responsible for contributing to the values of Haskell through support and adherence to the Code of Student Conduct.”

35. The Code of Student Conduct applies broadly to “conduct from the time of application to Haskell for admission through the actual awarding of a degree,” including “conduct that occurs before classes begin, after classes end, on or off campus, during the academic year or during periods between semesters of actual enrollment.”

36. Additionally, in its section detailing the “Student Grievance Process,” Haskell’s Code of Student Conduct references the Office of Student Rights and instructs students to access its Student Complaint Policy and Procedures and the Student Complaint form on its website. But since at least October 19, 2020, the text of Haskell’s Office of Student Rights website simply repeats the classic placeholder text “lorem ipsum” and related filler text. A true and accurate screenshot of this webpage, taken on March 1, 2021, is depicted below:



37. In October 2014, Haskell adopted new “Institutional Values,” known as “CIRCLE” values. “CIRCLE” is an acronym that stands for Communication, Integrity, Respect, Collaboration, Leadership, Excellence.

(a) Haskell defines the CIRCLE value of “Communication” as “[t]o successfully convey ideas, opinion, information, results, images and creative expression using multiple strategies for diverse groups and stakeholder.”

(b) Haskell defines the CIRCLE value of “Integrity” as “[t]o conduct ourselves in ways that honor the sacrifices of our tribes on which treaty and trust responsibilities are based; and to carry out our responsibilities as students, staff, faculty, administrators, and regents by engaging in action based on the highest standard of conduct.”

(c) Haskell defines the CIRCLE value of “Respect” as “[t]o honor and promote the diversity of beliefs, rights, responsibilities, cultures, accomplishments of self and others, including our non-human relations.”

(d) Haskell defines the CIRCLE value of “Collaboration” as “[t]he willingness and ability to work successfully with others to accomplish the goals of the university and to meet the needs of our students, the tribes we represent and serve as well as our mission.”

(e) Haskell defines the CIRCLE value of “Leadership” as “[t]he willingness to acquire the knowledge and skills required to advocate for, and to advance the sovereignty and self-determination of tribes, Haskell and the students.”

(f) Haskell defines the CIRCLE value of “Excellence” as “[t]o strive toward the strongest level of accomplishment in our respective roles on behalf of Haskell, as students, staff, faculty, administration, and the Board of Regents.”

38. The CIRCLE values are not merely aspirational. Haskell incorporates the CIRCLE values into the Code of Student Conduct in its Campus Expression policy.

39. Haskell’s Campus Expression policy states: “Discussion and expression of all views is permitted, consistent with Haskell’s CIRCLE values and subject only to the requirements for the maintenance of order.”

40. The Campus Expression policy restricts student expression protected by the First Amendment. While the CIRCLE values may represent laudable institutional goals, Haskell departs from its obligations under the First Amendment by mandating that student expression adheres to CIRCLE values.

41. For example, under the Campus Expression policy, only student speech that conforms with the CIRCLE values, as determined by Haskell administrators, is permitted on campus. Students who engage in speech that an administrator deems “disrespectful,” for example, are violating the Campus Expression policy.

42. Thus, Haskell subordinates its students’ rights to free expression to subjective CIRCLE values, like integrity and respect, providing administrators with unfettered discretion to police, burden, or punish expression that does not conform to the individual administrator’s views on whether speech demonstrates “integrity” or is sufficiently respectful.

43. While the Campus Expression policy restricts expression by all Haskell students, it has a pronounced chilling effect on journalists, like Plaintiffs, who have an obligation to vigilantly observe, question, and even criticize government officials, like Haskell administrators.

44. As detailed in the following allegations, Defendants used the Campus Expression policy and its incorporation of the CIRCLE values to punish Plaintiffs by imposing a prior restraint on Nally and interfering with the Indian Leader Association's operations when President Graham unilaterally determined that Plaintiffs' protected journalistic activities were disrespectful and did not conform to the Code of Student Conduct.

Plaintiffs' Protected Journalistic Activities Draw Ire of President Graham.

45. Haskell's tradition of retaliation and censorship against student journalists and *The Indian Leader* has continued under President Graham.

46. *The Indian Leader* has a long history of publishing content critical of the Haskell administration. For example, in just the month of December 2019, *The Indian Leader* published stories critical of multiple misspellings on official signs placed around campus, delays in students receiving letters awarding their financial aid, and subpar amenities in certain campus housing.

47. Over the last year, Nally engaged in various newsgathering, reporting, and advocacy activities that drew President Graham's ire. Four incidents are particularly relevant.

First, Nally raises questions and complains about Haskell's reporting of student data for the 2020 Census.

48. In March 2020, Nally began investigating Haskell's reporting of student data to the United States Census Bureau. This was a timely and newsworthy issue because the 2020 census was being completed while many students were displaced due to the COVID-19 pandemic. Nally thought it was vital that students be accurately counted in the communities in which they are attending college because federal funding for public services is tied to census data.

49. On March 15, 2020, the U.S. Census Bureau issued a statement that college students—who would have been living in campus housing during the academic year but for the COVID-19 pandemic—will still be counted as living in the college community even if they were living at home on April 1.

50. On April 13, 2020, Nally wrote and published an article in *The Indian Leader* advising students on Haskell's response to the census on behalf of students. As part of the Group Quarters Enumeration operation with the U.S. Census Bureau, Haskell completed the census on behalf of students living on campus, even if they were home due to the COVID-19 pandemic. To avoid potential double-counting, Nally's article informed readers that students who were living on campus should not complete a census form individually, and that parents of students living on campus, but who were temporarily home due to the pandemic, should not include their children when filling out their own census.

51. In the course of his investigation, Nally became concerned that Haskell had reported all students to the Census Bureau as only Native American, including students who also identify as another race or ethnicity. This was also of personal concern to Nally who identifies as biracial and wanted to ensure that his identity was accurately reported to the U.S. Census Bureau.

52. In late August 2020, Nally discovered that Haskell submitted student data to the U.S. Census Bureau but had not asked students to self-report racial or gender identities. In Nally's view, by refusing to provide an opportunity to self-report a racial identity other than Native American, Haskell was marginalizing biracial students.

53. Concerned about Haskell's potential discrimination against biracial students by reporting all students as "Native American," regardless of their personal identities, Nally emailed several inquiries to Vice President of University Services Tonia Salvini.

54. Vice President Salvini is also a member of the Community Police Review Board for the City of Lawrence. In that role, she is responsible for reviewing claims of racial bias in community policing.

55. Vice President Salvini did not respond to Nally's inquiries.

56. Failing to obtain any response through his inquiries at the university, Nally voiced his concerns about Haskell's response to the census—and specifically, the role of Vice President Salvini in reporting all students as “Native American”—at a public meeting of the Community Police Review Board. Given Vice President Salvini's role on the board, Nally thought it was appropriate to raise this issue of potential discrimination against biracial students at the public meeting of the board.

57. On or about October 9, 2020, Nally also submitted a personal grievance to President Graham's office regarding his own individual concerns about Haskell's handling of the 2020 census and its future reporting of student racial identifies.

Second, Nally legally records a Haskell administrator for an article criticizing Haskell's increase in student fees.

58. In the summer of 2020, Nally investigated another story involving Haskell's increase in student fees for the 2020–21 academic year.

59. While Haskell offers tuition-free higher education to Native American students, it charges fees for each semester that, before the COVID-19 pandemic, covered food services, library services, campus housing, academic center services, internet, athletics events, the fitness center, student activities, and laundry services.

60. Before the 2020–21 academic year, Haskell charged on-campus students \$715 and off-campus students \$240 in student fees for each semester. In June 2020, Haskell announced that student fees for all students would be \$715 for the upcoming fall 2020 semester,

an almost 200% increase, despite the fact that most of the services traditionally covered by the fees, such as campus housing and food services, were unavailable. Only about 20 students remained on campus for the summer 2020 term, and starting in the fall of 2020, the university closed on-campus housing and meal plans were not available. Consequently, all students are now responsible for paying \$715 in student fees as well as paying for their own housing and food, expenses that add up to thousands of dollars per year.

61. As part of his investigation into Haskell's increase in student fees, Nally lawfully recorded a conversation he had with a Haskell financial aid officer.

62. Under Kansas law, only one party's consent is required to record a conversation without informing the other party. Kan. Stat. Ann. § 21-6101(a)(1).

63. Nally used the recording of his conversation with the financial aid officer in an editorial he authored and published on July 10, 2020, criticizing Haskell's decision to increase student fees for all students to \$715 despite the decrease in services.

Third, Nally and the Indian Leader Association object to the replacement of their faculty adviser with an adviser from the administration.

64. Around July 2020, Nally and the Indian Leader Association learned that Haskell's administration was requiring that faculty cease their roles as advisers to student organizations for the remainder of the summer 2020 term. Consequently, the administration removed the Indian Leader Association's faculty adviser, Rhonda LeValdo, and appointed Interim Dean of Humanities Joshua Falleaf to advise the newspaper.

65. At the time that Haskell's administration changed the rule about who could serve as advisers to student organizations, the Indian Leader Association was the only organization at Haskell that was active.

66. Thus, as a practical matter, the Indian Leader Association was the only organization at Haskell affected by the administration's new rule regarding advisers to student organizations.

67. Nally and the Indian Leader Association criticized Haskell for appointing an administrator as the association's faculty adviser and advocated for Falleaf's removal as adviser because they were concerned that oversight from an administrator would imperil the editorial independence of the paper and lead to renewed violations of their First Amendment rights and the 1989 Settlement Agreement.

68. Nally and the Indian Leader Association attempted to remove Falleaf as adviser and to continue to operate without an adviser for the remainder of the summer 2020 term as per the paper's rights under the 1989 Settlement Agreement. *See* Ex. A, Settlement Agreement, at 4, ¶ 3(c).

69. Accordingly, the Indian Leader Association altered its 2020–21 Plan of Operations, per its rights under the 1989 Settlement Agreement, and submitted it to Haskell's administration for approval on or about September 3, 2020.

70. The 2020–21 Plan of Operations includes new procedures for Haskell's appointment of advisers, which allowed the Indian Leader Association to (i) nominate advisers for appointment by Haskell and (ii) remove an adviser by a majority vote of the Indian Leader Association's officers.

71. The only adviser the Indian Leader Association nominated in its 2020–21 Plan of Operations was Rhonda LaValdo because she is the only available adviser with a journalism background.

72. As of the date of this Complaint, Haskell has not approved the 2020–21 Plan of Operations, and therefore not approved of the Indian Leader Association’s adviser.

Fourth, Nally requests information from local government to gather facts about the death of a beloved Haskell cafeteria worker.

73. On October 4, 2020, a Haskell food-service employee and alumnus, died just short of her 30th birthday.

74. As one of only a few students that remained on campus in the summer of 2020, Nally became friends with this employee who was always cheerful and considerate. For example, this employee always made sure Nally and the other students on campus in the summer of 2020 would get fresh fruit like strawberries, which she grew outside Curtis Hall.

75. Haskell did not send an email to inform students of the employee’s passing, as it had done with other deaths in the community.

76. Nally learned of the death when he saw posts from others on the employee’s social media page.

77. *The Indian Leader* typically covers deaths in the Haskell community. Nally began gathering information about the death in order to report it in *The Indian Leader* and inform the Haskell community how they could pay their respects.

78. Without any information from Haskell, Nally emailed the local police on October 5, 2020, requesting information regarding the food-service employee’s death. In his email to the Lawrence Police Department, Nally accurately identified himself as a student journalist for *The Indian Leader*.

79. On October 9, 2020, Nally authored and published a story about the death of the food-service employee in *The Indian Leader*.

80. In response to these four instances, President Graham retaliated against Nally by forbidding him from engaging in routine journalistic activities.

President Graham Issues Nally a Directive, Retaliating Against Nally for Protected Activity.

81. President Graham emailed Nally a formal, written memorandum on official university letterhead from the Office of the President addressed to Nally, dated October 16, 2020, with the subject heading “*Directive*.” Director Dearman and “BIE Legal” were copied on this Directive.

82. In the Directive, President Graham accuses Nally of “attacking” Haskell employees.

83. Nally has never physically attacked anyone in the Haskell community.

84. Throughout the Directive, President Graham uses the word “attack” to refer to criticism or unfavorable coverage of Haskell, its administration, or faculty.

85. For example, in reference to Nally’s criticism and complaints about Haskell’s response to the 2020 Census in *The Indian Leader* and at the meeting of the Community Police Review Board, President Graham informed Nally that he “has been identified recently, and on more than one occasion, as someone who routinely attacks Haskell employees with letters; recently, you attacked a Haskell official during a community event.”

86. Regarding Nally’s reporting of the food-service employee’s death, President Graham advised Nally:

Further, you have been identified as calling the police department and demanding information regarding a deceased Haskell employee while representing yourself as an editor for *The Indian Leader*. Under no circumstances do you have authority to contact the police department (or any other governmental agency) and demand anything on behalf of the University.

87. Any citizen, including journalists, has the right to seek information from government agencies under the Kansas Open Records Act or the federal Freedom of Information Act.

88. President Graham further chastised Nally, stating in the Directive:

Your behavior has discredited you and this university. You have compromised your credibility within the community and, more importantly, you have brought yourself, *The Indian Leader*, Haskell, and me unwarranted attention.

89. Echoing the CIRCLE values, President Graham also suggests in his Directive that Nally's protected journalistic activities violate the Code of Student Conduct:

I will remind you that you are a student first and foremost on this campus, and your conduct falls under the umbrella of the Student Conduct Code. Your role on *The Indian Leader* does not absolve you from your responsibilities as a Haskell student—and as a representative of our community. Henceforth, you will conduct yourself in accordance with the Haskell Student Code of Conduct—now and in the future, and you will treat fellow students, University staff, and University officials with appropriate respect. Failure to do so may result in disciplinary action.

90. President Graham concludes the Directive by imposing a prior restraint upon Nally, stating:

Let me make myself clear. You are being directed, as a Haskell student. To [sic] comply with the following:

You will NOT:

- Attack any student, faculty, or staff member with letters or in public, or any public forum, thus bringing unjustified liability to this campus or anyone on this campus.
- Make demands on any governmental agency—or anyone else from Haskell—while claiming to represent *The Indian Leader*.
- Attempt countermanning decisions of Haskell personnel assigned by me or anyone else to positions in an effort to replace them.
- Record anyone at Haskell in your interviews unless you advise them first and they grant you permission.

You WILL:

- Treat all faculty members, staff, and students with the highest respect.
- Conduct yourself as a student under the umbrella of Code of Conduct.
- Understand that no one has the obligation to answer your questions or adhere to any timelines you may attempt to impose on them.

91. The Directive punished Nally by imposing a prior restraint both on his protected expression and his ability to engage in newsgathering and reporting under the explicit threat of discipline. President Graham issued the Directive without following required procedures.

92. As required by 25 C.F.R. § 42.8, the Code of Student Conduct affords Haskell students with due-process protections.

93. For example, the Code of Student Conduct requires an Incident Report to be filed with the Office of Student Rights within five days of any incident in which a Haskell student allegedly violated the Code.

94. President Graham did not file an Incident Report with the Office of Student Rights about any of Nally's activities that he judged did not comply with the Code of Student Conduct.

95. Additionally, Haskell students must be given notice of the charges against them "a reasonable time before" a fair and impartial hearing. Haskell students also have a right to administrative review and appeal of disciplinary decisions.

96. President Graham imposed the Directive and its restrictions on Nally without providing any notice, any hearing, or any opportunity to appeal.

97. Nally reasonably understood the Directive to mean that engaging in protected journalistic activities, including newsgathering or reporting in *The Indian Leader*, would subject him to discipline.

98. Nally refrained from reporting on campus news following the issuance of the Directive for fear of punishment. For example, when Haskell made meal plans available again at the end of the fall 2020 semester, students who were interested in the meal plan had to pay an additional fee on top of the \$715 student fee, even though the student fees traditionally covered food services. Nally declined to report on this development as a follow-up to his July story on the fee increase because he was concerned about violating the Directive or being perceived to be violating the Directive—particularly because reporting on the story would have required him to contact Vice President Salvini for comment.

99. In addition, due to fear of violating the Directive or even being perceived to be violating the Directive, Nally and all other reporters for *The Indian Leader* refrained from writing or publishing a story about the Directive itself, even though the story received considerable local and national media attention, including in the *Kansas City Star* and by the Associated Press.

100. Nally has also chosen not to investigate and publish another developing story concerning President Graham's relationship with the Kansas City Chiefs of the National Football League. Nally remains concerned that President Graham could reinstate his Directive or another unconstitutional edict if he investigates and publishes this story.

101. Other members of the Indian Leader Association and other reporters for *The Indian Leader* were also concerned about publishing stories that President Graham or Haskell

administrators might find disrespectful out of concern that they too would be subject to discipline, a similarly unconstitutional prior restraint, or other retaliatory measures.

102. On October 17, 2020, Nally emailed Director Dearman to report President Graham for issuing the Directive.

103. On October 21, 2020, Director Dearman told Nally he had referred the matter to BIE's human resources department.

104. On December 28, investigator Sandra Wyllie—an independent contractor hired by the U.S. Department of the Interior to investigate allegations of harassment and Equal Employment Opportunity violations—contacted Nally in response to his complaint to Director Dearman.

105. Wyllie informed Nally that she was investigating President Graham's allegedly harassing conduct, but that violations of Nally's constitutional rights were outside the scope of her investigation.

106. Neither Director Dearman nor BIE sufficiently considered or addressed the constitutional violations presented by the Directive. Instead, Director Dearman and BIE directed Nally's complaint to a bureaucratic process designed to investigate and remedy allegations of workplace harassment, not violations of students' First Amendment rights.

Haskell Imposes Financial and Administrative Hurdles That Impede the Indian Leader Association's Operations.

107. For Nally's entire tenure as editor-in-chief of *The Indian Leader*, the paper has faced difficulty accessing its Haskell Student Bank account or even ascertaining the balance, impeding the Indian Leader Association's ability to properly budget for its operations.

108. Under the Haskell Indian Nations University Policies for the Student Bank that were provided to Nally, statements of Student Bank account balances must be sent via email to the account's managers each month.

109. At no point during Nally's tenure as editor-in-chief of *The Indian Leader* has he received such a monthly accounting from the Haskell Student Bank.

110. During the spring and summer 2020 terms, *The Indian Leader's* Treasurer began contacting Haskell Student Bank administrator Jeri Sledd in an attempt to determine the balance in the paper's Student Bank account.

111. While Sledd responded to the Treasurer's emails regarding *The Indian Leader's* payroll, Sledd did not respond to the Treasurer's emails requesting an account statement.

112. In the time leading up to President Graham issuing the Directive, the Indian Leader Association faced difficulty renewing its status as an officially recognized organization at Haskell.

113. The Indian Leader Association was required to submit its 2020–21 Plan of Operations for approval because it had amended its previous plan.

114. On September 3, 2020, Nally submitted the Indian Leader Association's 2020–21 Plan of Operations to Haskell Student Bank administrator Jeri Sledd to initiate the approval process.

115. On September 10, 2020, Nally followed up with Sledd and submitted the minutes from the Indian Leader Association's first meeting, which included the results of their officer elections.

116. When Sledd did not respond to these September emails, Nally followed up on his request in an email to Sledd on October 19, 2020.

117. Sledd did not respond to Nally the rest of the calendar year.

118. On January 8, 2021, Nally again followed up with Sledd about the Indian Leader Association's recognition and access to its Student Bank account.

119. On January 11, 2021, Sledd finally confirmed receipt of the 2020–21 Plan of Operations, but told Nally that it had yet to be circulated for approval by the appropriate administrators.

120. Nally, as editor-in-chief of *The Indian Leader*, then received an email with an accounting of the Indian Leader Association's Student Bank Account.

121. When Haskell finally sent Nally an accounting of the Indian Leader Association's Student Bank account, it was short over \$10,000.

122. The accounting indicated that the last three deposits of Student Activity Fee funds into the Indian Leader Association's account were smaller than anticipated.

123. *The Indian Leader* is allocated a certain portion of Haskell's Student Activity Fee.

124. At all times relevant to this Complaint, Haskell's Student Activity Fee has consisted of \$35.00 charged to each enrolled student every fall and spring semester, and \$25.00 charged to each enrolled student every summer semester.

125. The portion of the Student Activity Fee allocated to the Indian Leader Association is included in its yearly Plan of Operations per the 1989 Settlement Agreement. *See* Ex. A, Settlement Agreement, at 5, ¶ 6.

126. At all times relevant to this Complaint, the Plan of Operations has allocated one-third of the amount of the total Haskell Student Activity Fees to the Indian Leader Association.

127. As calculated in the table below, based on an estimation of Haskell's enrollment, deposits from the Student Activity Fees to the Indian Leader Association's Student Bank account are short over \$10,000.

Table 1

2020 Funding

Estimated Enrollment	Funding Rate	Anticipated Funds	Actual	Difference
Spring 740	\$11.67/student	\$8,635.80	\$3,531.67	-\$5,104.13
Summer 220	\$8.33/student	\$1,832.60	\$653.34	-\$1,179.26
Fall 730	\$11.67/student	\$8,519.10	\$4,526.00	-\$3,993.10
Total		\$18,987.50	\$8,711.01	-\$10,276.49

128. As of the date of this Complaint, Haskell has not contacted the Indian Leader Association to notify it of any change to its allocation of Student Activity Fees.

129. Because Nally and the Indian Leader Association were concerned about overdrawing their account when they could not ascertain the total available funds in its Student Bank Account, the Indian Leader Association has been forced to forego making expenditures, such as printing hard-copy issues, hosting virtual events, or investing in improvements in technology.

130. *The Indian Leader* traditionally publishes a print copy of its annual graduation issue. Due to the withheld funds and inability to access its account, *The Indian Leader* was forced to publish the graduation issue in an online-only PDF format.

131. Additionally, the Indian Leader Association has been forced to forego holding virtual events. Investing in an organizational Zoom account would allow the organization to meet

and hold virtual events in the midst of the COVID-19 pandemic. A Zoom Pro account for small teams costs approximately \$15.00 billed monthly or approximately \$150.00 billed annually. A Zoom account with the capability to host video webinars costs \$40.00 billed monthly or \$400 billed annually. While Nally chose to pay for a Zoom pro account himself, which *The Indian Leader's* staff uses to hold meetings, he was unable to pay for an account with the webinar function.

132. The Indian Leader Association considered hosting a virtual event in November 2020 in celebration of Native American Heritage Month. Without a Zoom account with webinar functionality or the ability to properly budget for other necessary event-related expenses, the Indian Leader Association had to forego hosting this virtual event.

133. The Indian Leader Association also considered hosting a virtual Homecoming event in the fall of 2020. Without a Zoom account with webinar functionality or the ability to properly budget for other necessary event-related expenses, the Indian Leader Association had to forego hosting a virtual Homecoming event.

134. But for the withheld funds and inability to access its Student Bank Account and ascertain its balance, the Indian Leader Association would purchase an organizational Zoom account with webinar functionality and would host virtual events.

135. The Indian Leader Association has also been prevented from buying podcasting equipment, which would have allowed it to produce a podcast for consideration in the Native American Journalists Association's National Native Media Awards, because Nally and the other reporters were concerned that they did not have the funds to spend on that technology.

136. But for the withheld funds and inability to access its Student Bank account and ascertain its balance, the Indian Leader Association would purchase podcasting equipment and develop a podcast.

President Graham and Haskell University Continue to Show a Reckless and Callous Disregard for its Students’ Federally Protected Rights.

137. On October 26, 2020, the Foundation for Individual Rights in Education (“FIRE”), together with the Native American Journalists Association (“NAJA”) and the Student Press Law Center (“SPLC”) sent a letter, marked “URGENT” to President Graham detailing why the Directive was unlawful and requesting a response by November 2, 2020. The coalition letter demanded that President Graham immediately rescind the Directive, restore the Indian Leader Association’s rights to university resources and access to its bank account, and clarify that Haskell will not interfere in the affairs of the student newspaper or impede the free expression rights of individual students in the future.

138. The coalition letter also warned President Graham that the Directive evidenced a “willful blindness to the basic concepts of constitutional rights.” It advised President Graham that justifying a prior restraint on Nally by citing the 1989 Settlement Agreement—an order by this Court obligating Haskell to respect *The Indian Leader*’s First Amendment rights—starkly illustrated a reckless or callous indifference to the federally protected rights of others.

139. President Graham failed to respond by the November 2 deadline.

140. On January 13, 2021, 90 days after President Graham issued the Directive, counsel for BIE Jennifer Wiginton emailed FIRE Program Officer Lindsie Rank, attaching President Graham’s undated rescission of the Directive. The body of Wiginton’s email stated that President Graham’s letter rescinding the Directive should have been sent on November 20, but was not sent due to an unexplained “administrative error.”

141. Also on January 13, 2021, Nally received an email from President Graham attaching an undated letter rescinding the Directive, attributing the additional delay to an “administrative mishap.”

142. On January 19, 2021, FIRE, NAJA, and the SPLC sent President Graham another letter calling for institutional policy changes to ensure that student reporters are protected from the whims of administrators like President Graham.

143. This January 19 coalition letter called on President Graham to revise the policy on Campus Expression to reflect that the university’s CIRCLE values do not limit students’ First Amendment rights to free expression, and to revise the CIRCLE values themselves to make clear that they are merely aspirational.

144. The January 19 coalition letter also called on President Graham to take steps to increase transparency at Haskell, including uploading a revised Code of Student Conduct to its website.

145. The January 19 coalition letter requested a response by January 26, 2021.

146. Wiginton replied to FIRE on January 19 indicating that the problematic portion of the Code of Student Conduct was under review.

147. As of the date of this Complaint, FIRE has not received a substantive response to this second letter.

148. To the contrary, at some point between January 26, 2021, and February 7, 2021, after receiving FIRE’s January 19, 2021 letter, Haskell uploaded an updated copy of the Code of Student Conduct to its website. The Campus Expression policy in the updated Code of Student Conduct still explicitly makes student expressive rights contingent upon adherence to the

CIRCLE values, despite the fact the new Code was uploaded after Haskell received FIRE’s letter advising that those provisions were constitutionally infirm.

149. As of the date of this Complaint, the text of Haskell’s Office of Student Rights website still contains only the placeholder “lorem ipsum” text, leaving Haskell students in the dark about their rights and responsibilities.

150. As of the date of this Complaint, President Graham and other Haskell administrators have not approved the Indian Leader Association’s 2020–21 Plan of Operations. Until President Graham and the Haskell administration officially approve the 2020–21 Plan and officially recognize the Indian Leader Association, it does not have an official adviser, it cannot receive additional funds to which it would be entitled, and while the Indian Leader Association has been able to access its Haskell Student Bank account a handful of times, it does not have regular, reliable access to its account or the funds therein.

INJURY TO PLAINTIFFS

151. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs of this Complaint.

152. Defendants’ conduct has caused Plaintiffs injury by chilling their speech and other activity protected by the First Amendment. Plaintiffs have refrained from reporting on or publishing certain stories—including stories about the new Haskell meal plan fees, the Directive itself, and President Graham’s dealings with the Kansas City Chiefs—as Nally reasonably feared disciplinary action under its terms for exercising their First Amendment rights.

153. Defendants’ conduct continues to cause Plaintiffs injury by chilling their speech and other activity protected by the First Amendment. Plaintiffs have continued to refrain from reporting on or publishing stories because they reasonably fear that Defendants could reinstate

the Directive, issue another prior restraint, or take substantially similar retaliatory action against them, particularly in light of Haskell's continued maintenance of a campus policy conditioning student speech rights on compliance with the CIRCLE values.

154. As a direct and proximate cause of Defendants' actions, Plaintiffs have been chilled from publishing stories critical of the Haskell administration out of fear that such reporting will be considered "disrespectful" and thus subject to punishment.

155. Defendants' conduct has also caused Plaintiffs difficulty in developing new content for *The Indian Leader*. Instead of pursuing potential stories, Plaintiffs have reasonably been concerned about whether Haskell's administration was going to take any further action against Nally or against the newspaper.

156. Defendants' conduct has also injured Plaintiffs by frustrating their ability to recruit reporters because prospective reporters were (and are) concerned about unwarranted scrutiny or discipline from President Graham and other Haskell officials. Because the Directive made it difficult to recruit reporters, *The Indian Leader* was unable to fulfill its journalistic role because it did not have enough staff.

157. As a direct and proximate cause of Defendants' actions, Nally has suffered harm to his ability to effectively serve as editor-in-chief and the Indian Leader Association has suffered harm to its ability to serve as a campus watchdog and report on the news.

158. Defendants' conduct has also caused Nally financial injury. Nally received a \$100 scholarship from Haskell, which he wanted to credit to his Student Bank account. Although Nally inquired about it twice, the \$100 credit was never applied to his account. Defendants' conduct caused Nally not to pursue the issue because, as editor-in-chief of *The Indian Leader*, he was reasonably concerned that pursuing this personal issue would impact the paper's relationship

with the Student Bank, particularly given the Indian Leader Association's own issues with its Student Bank account.

159. As a direct and proximate cause of Defendants' conduct, Nally has suffered emotional distress. For 90 days, Nally suffered as a student and student journalist operating under the threat of the Directive. Nally was reasonably worried about being disciplined because he did not know what journalistic activities or other expression President Graham would consider "disrespectful." The harsh tone and disciplinary threat contained in the Directive caused Nally anxiety and stress, resulting in the loss of sleep and difficulty in focusing on and completing course assignments. Nally continues to suffer this emotional distress because he reasonably fears that President Graham could reinstate the Directive, issue another prior restraint, or take other retaliatory action against him—particularly in light of Haskell's continued maintenance of a campus policy conditioning student speech rights on compliance with the CIRCLE values.

160. Although President Graham rescinded the Directive, Nally remains a student subject to the Student Code of Conduct, and neither President Graham nor Haskell have repudiated the CIRCLE values invoked in the Directive or amended the Campus Expression policy which permits only that student expression that is consistent with the CIRCLE values.

161. Defendants' conduct has also caused the Indian Leader Association to suffer quantifiable financial injury. As a direct and proximate cause of Defendants' actions, the Indian Leader Association has still not received the total amount of Haskell Student Activity Fees allocated to it by its 2020–21 Plan of Operations and the 1989 Settlement Agreement. Without any notice or explanation, Defendants have withheld more than \$10,000 in funds to which the Indian Leader Association is entitled.

162. Defendants' conduct also caused the Indian Leader Association other financial harm. As a direct and proximate cause of Defendants' actions, the Indian Leader Association has been unable to properly budget or assess its financials for over a year. As a direct and proximate cause of Defendants' actions, the Indian Leader Association did not incur costs because they did not have regular access to their Student Bank Account and did not know the available amount of their funds. For example, the Indian Leader Association did not print hard copy issues, host virtual events, develop a podcast, or invest in technology because Defendants' conduct impeded the Indian Leader Association's ability to ascertain whether it had enough funds for these expenditures.

163. Defendants' conduct has also caused the Indian Leader Association other injuries. Until Haskell's administration, including President Graham, approves its 2020–21 Plan of Operations and officially recognizes it as a group, the Indian Leader Association does not have an official adviser, cannot receive additional funds, and is denied regular, reliable access to its Student Bank account and the funds therein.

164. Defendants also caused Nally injury by violating his due process rights. In issuing the Directive, President Graham punished Nally without providing him with the due process protections provided for students in the Haskell Code of Student Conduct. Nally reasonably fears that President Graham could reinstate the Directive, issue another prior restraint, or take other retaliatory action against him again, without affording him due process protections.

165. As a direct and proximate cause of Defendants' actions, Plaintiffs (and all Haskell students) are subject to unconstitutionally vague and overbroad policies regarding student expression. Reasonable students who read Haskell's Campus Expression policy would understand their protected expression to be subject to that provision.

166. The chilling effect on Plaintiffs' expression posed by the imposition of the CIRCLE values on their campus expression is real.

167. Haskell administrators, like President Graham, are willing to punish students for their expression, without due process, because it is "disrespectful."

168. As demonstrated by Nally's experience, the threat that President Graham or another Haskell administrator could again punish Plaintiffs for their protected expression on campus under the Code of Student Conduct is not only real but likely without relief from this Court.

169. The chilling effect on Plaintiffs' expression posed by the imposition of the CIRCLE values on their campus expression is substantial. Haskell's Campus Expression policy sweeps within its ambit a substantial amount of protected expression, including expression that is contrary to the CIRCLE values of "Respect" or "Integrity." A vast swath of protected expression is subject to this policy, and Plaintiffs have been chilled from engaging in such expression out of fear of discipline.

170. Plaintiffs have a credible fear that expression that, for example, is critical of Haskell administrators, fails to show Haskell administrators sufficient "respect," or falls short of administrators' subjective definition of integrity, will subject them to punishment under the Code of Student Conduct on the basis that their expression violates the CIRCLE values.

171. Because the Campus Expression policy, subject to the CIRCLE values, does not provide fair warning of exactly what expression it prohibits to a student of ordinary intelligence, the only way for Plaintiffs and all Haskell students to be sure to avoid punishment or discipline are to refrain from expressing their views, inhibiting the exercise of their expressive freedoms and causing a cognizable chilling effect on campus and in the classroom.

FIRST CAUSE OF ACTION
FIRST AMENDMENT RETALIATION AGAINST NALLY
Unlawful Action Under 5 U.S.C. §§ 701–706 and the First Amendment

172. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs of this Complaint.

173. Plaintiffs bring this claim under the Administrative Procedure Act, 5 U.S.C. §§ 701–706, for declaratory and injunctive relief against President Graham and Director Dearman (in their official capacities), Haskell Indian Nations University, and the Bureau of Indian Education.

174. At all times relevant to this Complaint, Nally was engaged in constitutionally protected activity both as an individual and as a student journalist.

175. Nally’s routine journalistic activities, including requesting information from public officials, are protected by the First Amendment. A reporter’s ability to gather news is an integral part of journalism without which “freedom of the press could be eviscerated.” *Branzburg v. Hayes*, 408 U.S. 665, 681 (1972).

176. Nally’s criticism of Haskell officials and policies constitutes speech protected by the First Amendment. “[I]t is a prized American privilege to speak one’s mind, although not always with perfect good taste, on all public institutions.” *Bridges v. California*, 314 U.S. 252, 270 (1941) (footnote omitted); *see also New York Times Co. v. Sullivan*, 376 U.S. 254, 270 (1964) (“[D]ebate on public issues should be uninhibited, robust, and wide open and . . . may well include vehement, caustic, and sometimes unpleasantly sharp attacks on government and public officials.”).

177. The Directive, which is a prior restraint under which President Graham threatened to punish Nally if he continued to engage in protected activity, constitutes retaliatory action sufficient to chill Nally from continuing to exercise his First Amendment rights.

178. The president of a public university threatening disciplinary action for failing to comply with strictures of a self-styled directive would chill any student of ordinary firmness from exercising their First Amendment rights.

179. The Directive caused Nally to refrain from exercising his expressive rights when he chose not to report on and publish certain stories, such as a follow-up on his reporting on Haskell's changing student-fee structure.

180. President Graham is clear in the Directive that it was substantially motivated by Nally's protected activity.

181. President Graham cannot identify any non-retaliatory reason for the Directive.

182. Director Dearman was copied on and tacitly approved the Directive. Director Dearman knew or should have known about the administrative error in failing to notify Nally, until January 13, 2021, that the Directive had been rescinded. Additionally, Director Dearman failed to take any meaningful corrective action, instead referring Nally's complaint to the Bureau of Indian Education Human Resources Department for an investigative process intended to address workplace harassment and discrimination.

183. The Bureau of Indian Education was copied on and tacitly approved the Directive. The Bureau of Indian Education knew or should have known about the administrative error in failing to notify Nally, until January 13, 2021, that the Directive had been rescinded. Additionally, the Bureau of Indian Education failed to take any meaningful corrective action,

instead referring Nally's complaint to an internal investigative process intended to address workplace harassment and discrimination.

184. As a direct and proximate result of Defendants' policies, Plaintiffs have suffered irreparable injury, including being deprived of their constitutional rights to free expression.

185. The denial of constitutional rights is an irreparable injury *per se*. *Elrod v. Burns*, 427 U.S. 347, 373 (1976).

186. Although the Directive was rescinded by President Graham, Nally reasonably fears similar retaliatory actions in the future and is continuing to refrain from exercising his right to engage in constitutionally protected expression and activity, particularly as the CIRCLE values President Graham invoked in the Directive remain in the Campus Expression policy. For example, Nally has not pursued, written, or published a story about President Graham's relationship with the Kansas City Chiefs.

187. Plaintiff Nally has no adequate legal, administrative, or other remedy by which to prevent or minimize the continuing irreparable harm to his First Amendment rights.

188. Without declaratory and injunctive relief from this Court, Defendants' unconstitutional policies will continue and Plaintiffs will suffer irreparable harm indefinitely.

SECOND CAUSE OF ACTION

FIRST AMENDMENT RETALIATION AGAINST THE INDIAN LEADER ASSOCIATION— Unlawful Action Under 5 U.S.C. §§ 701–706 and the First Amendment

189. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs of this Complaint.

190. The Indian Leader Association brings this claim under the Administrative Procedure Act, 5 U.S.C. §§ 701–706, for declaratory and injunctive relief against President

Graham and Director Dearman (in their official capacities), Haskell Indian Nations University, and the Bureau of Indian Education.

191. At all times relevant to this Complaint, members of the Indian Leader Association were engaged in constitutionally protected activity—like newsgathering and publishing—as student journalists.

192. Courts have recognized that the press act as “surrogates for the public” in keeping a watchful eye on the operations of government. *Richmond Newspapers v. Virginia*, 448 U.S. 555, 573 (1980). This carries with it a right to gather information, *see Branzburg v. Hayes*, 408 U.S. 665, 681 (1972) (“[W]ithout some protection for seeking out the news, freedom of the press could be eviscerated.”), and to publish content critical of government officials. *See New York Times Co. v. Sullivan*, 376 U.S. 254, 273 (1964) (“Criticism of their official conduct does not lose its constitutional protection merely because it is effective criticism and hence diminishes their official reputations.”).

193. Reducing a student newspaper’s funding or interfering with its editorial independence or ability to operate in response to constitutionally protected expression constitutes First Amendment retaliation. *See Koala v. Khosla*, 931 F.3d 887, 905 (9th Cir. 2019) (holding university violated First Amendment when it defunded student media in response to student newspaper’s content); *Stanley v. Magrath*, 719 F.2d 279, 282 (8th Cir. 1983) (“A public university may not constitutionally take adverse action against a student newspaper, such as withdrawing or reducing the paper’s funding, because it disapproves of the content of the paper.”).

194. By targeting the Indian Leader Association with a policy that removed its chosen adviser, withholding access to its funds, and imposing other financial and administrative hurdles,

Defendants unconstitutionally interfered with the Indian Leader Association's independence and caused them to refrain from incurring expenses to pursue journalistic and expressive activities, such as hosting virtual events and starting a podcast. *The Indian Leader* also struggled to recruit reporters, which continues to affect the paper's ability to publish as many stories. The Indian Leader Association remains without official recognition, and therefore without regular, reliable access to its funds, which makes it difficult to budget or plan future publications or events.

195. Defendants cannot identify any non-retaliatory reasons for their actions, detailed above, against the Indian Leader Association.

196. President Graham and the Haskell administration acted with the authority of Director Dearman and the BIE in failing to approve and sign the Indian Leader Association's 2020–21 Plan of Operations, and the Student Bank itself is subject to the authority of Director Dearman and the BIE.

197. *The Indian Leader* has a long history of publishing content critical of the Haskell administration, such as stories critical of multiple misspellings on official signs placed around campus, covering delays in students receiving their financial aid award letters, and subpar amenities in certain dorm rooms—all in December of 2019.

198. As a direct and proximate result of Defendants' actions and policies, the Indian Leader Association has suffered irreparable injury, including being deprived of their constitutional rights to free expression and freedom of the press under the First Amendment to the Constitution of the United States.

199. The Indian Leader Association also struggled to retain reporters as a direct and proximate cause of President Graham's retaliatory action against the newspaper.

200. The denial of constitutional rights is an irreparable injury *per se*. *Elrod v. Burns*, 427 U.S. 347, 373 (1976).

201. The Indian Leader Association continues to operate without official university recognition, without an officially appointed adviser, and without regular, reliable access to its Student Bank account or the funds therein, which remain inexplicably short over \$10,000.

202. Plaintiff the Indian Leader Association has no adequate legal, administrative, or other remedy by which to prevent or minimize the continuing irreparable harm to its First Amendment rights.

203. Without declaratory and injunctive relief from this Court, Defendants' unconstitutional actions will continue and the Indian Leader Association will suffer irreparable harm indefinitely.

THIRD CAUSE OF ACTION
FIRST AMENDMENT RETALIATION AGAINST PLAINTIFFS
Claim for Damages Under *Bivens*
Against President Graham in His Individual Capacity

204. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs of this Complaint.

205. Plaintiffs bring this claim under *Bivens* against President Graham in his individual capacity for retaliating against them for their constitutional rights.

206. President Graham, as President of Haskell, is and was at all times relevant to this Complaint, a federal official.

207. At all times relevant to this Complaint, Plaintiffs were engaged in constitutionally protected activity.

208. President Graham has knowingly and purposely retaliated against Nally by subjecting him to a prior restraint on his protected expression, specifically by threatening disciplinary action if he continues to engage in protected activities specified in the Directive.

209. President Graham has knowingly and purposely retaliated against the Indian Leader Association by refusing to complete the normal recognition process and thereby denying the Indian Leader Association access to its Student Bank account, withholding more than \$10,000 in funds to which the Indian Leader Association is entitled, and also by targeting the group with policy that removed its chosen faculty adviser.

210. President Graham cannot identify any non-retaliatory reasons for these actions. Indeed, President Graham is clear in the Directive that it was substantially motivated by Nally's protected activity.

211. A reasonable official in President Graham's position would have known that the Directive violates the First Amendment. It is clearly established that enacting a prior restraint against a student by ordering them to refrain from constitutionally protected expression under threat of discipline is unconstitutional.

212. A reasonable official in President Graham's position would have known that withholding funds and failing to approve the Indian Leader Association's 2020–21 Plan of Operations violates the First Amendment. It is clearly established that public institutions cannot constitutionally take adverse action against a student newspaper, such as reducing funding because it disapproves of its content, including the viewpoints expressed.

213. There is an absence of any effective means, other than the judiciary, to enforce Plaintiffs' constitutional rights. There is no adequate alternative remedy for addressing Plaintiffs' past harms caused by President Graham's conduct in issuing the Directive.

214. There are no factors in this case counseling hesitation in the absence of a damages remedy enacted by Congress.

215. Money damages are appropriate to compensate Nally and the Indian Leader Association for their injuries.

216. There are no statutory prohibitions against the relief sought.

217. There is no exclusive statutory remedy.

FOURTH CAUSE OF ACTION

OVERBREADTH CHALLENGE TO THE CAMPUS EXPRESSION POLICY— Unlawful Action Under 5 U.S.C. §§ 701–706 and the First Amendment

218. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs of this Complaint.

219. Plaintiffs bring this claim under the Administrative Procedure Act, 5 U.S.C. §§ 701–706, for declaratory and injunctive relief against President Graham and Director Dearman (in their official capacities) and Haskell Indian Nations University and the Bureau of Indian Education.

220. A regulation violates the First Amendment for overbreadth if “a substantial number of its applications are unconstitutional, judged in relation to the statute’s plainly legitimate sweep.” *United States v. Stevens*, 559 U.S. 460, 473 (2010) (quotations and citations omitted).

221. At least one policy contained in the Code of Student Conduct is unconstitutionally overbroad on their face because it allows Defendants to punish a broad range of protected speech.

222. The Campus Expression policy circumscribes students’ First Amendment rights by requiring adherence to subjective CIRCLE values.

223. Defendants cannot restrict the right to free expression by making it contingent on compliance with subjective CIRCLE values, like integrity and respect.

224. The First Amendment protects student expression even when it might be seen by university leadership as lacking integrity or being disrespectful. *See, e.g., Papish v. Bd. of Curators of the Univ. of Mo.*, 410 U.S. 667, 670 (1973) (reversing graduate student’s expulsion for distributing student newspaper on campus and finding that the “mere dissemination of ideas—no matter how offensive to good taste—on a [public] university campus may not shut off in the name alone of ‘conventions of decency.’”).

225. “As a Nation we have chosen . . . to protect even hurtful speech on public issues to ensure that we do not stifle public debate.” *Snyder v. Phelps*, 562 U.S. 443, 461 (2011).

226. A government entity cannot mandate that individuals be respectful or demonstrate integrity in their expression.

227. Defendants—and the employees and agents of the agency defendants—are responsible for developing, adopting, implementing, disseminating, and enforcing the Campus Expression policy in the Code of Student Conduct, and they exercise federal authority in carrying out those responsibilities.

228. Defendants knew or reasonably should have known that the challenged policy would lead to the deprivation of students’ constitutional rights.

229. Indeed, even after President Graham was advised that the Campus Expression policy was constitutionally infirm, Haskell uploaded a revised “Spring 2021–Fall 2021 Student Code of Conduct” that still included the challenged policy.

230. Defendants’ policies on students’ expressive rights, specifically the Campus Expression policy, circumscribe rights guaranteed to students by the First Amendment and are thus contrary to a constitutional right.

231. Defendants’ policies on students’ expressive rights, specifically the Campus Expression policy, are in excess of statutory jurisdiction and authority in part because they violate 25 C.F.R. § 42.1(a)(1), which requires schools funded by the Bureau of Indian Affairs, to “[r]espect the constitutional, statutory, civil and human rights of individual students.”

232. As a direct and proximate result of Defendants’ policies, Plaintiffs have suffered irreparable injury, including being deprived of their constitutional rights to free expression.

233. The denial of constitutional rights is an irreparable injury *per se*. See *Elrod v. Burns*, 427 U.S. 347, 373 (1976).

234. Plaintiffs have no adequate legal, administrative, or other remedy by which to prevent or minimize the continuing irreparable harm to their First Amendment rights.

235. Without declaratory and injunctive relief from this Court, Defendants’ unconstitutional policies will continue and Plaintiffs will suffer irreparable harm indefinitely.

FIFTH CAUSE OF ACTION

VAGUENESS CHALLENGE TO CODE OF CONDUCT

Unlawful Action under 5 U.S.C. §§ 701–706 and the First and Fifth Amendments

236. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs of this Complaint.

237. Plaintiffs bring this claim under the Administrative Procedure Act, 5 U.S.C. §§ 701–706, for declaratory and injunctive relief against President Graham and Director Dearman (in their official capacities) and Haskell Indian Nations University and the Bureau of Indian Education.

238. A regulation is unconstitutionally vague if a person of ordinary intelligence cannot distinguish between permissible and prohibited conduct. *Papachristou v. City of Jacksonville*, 405 U.S. 156, 162 (1972).

239. The Campus Expression policy is unconstitutionally vague because it fails to give ordinary students fair notice of what expression complies with subjective CIRCLE values.

240. The Campus Expression policy is also unconstitutionally vague because without standards for clear and consistent application as to what expression complies with subjective CIRCLE values, it encourages arbitrary and erratic enforcement.

241. The Campus Expression policy also encourages viewpoint discrimination because it suppresses expression that Defendants deem to be lacking sufficient integrity or respect.

242. President Graham explicitly threatened Nally with discipline for expression he deemed to lack appropriate respect, one of the CIRCLE values.

243. Defendants—and the employees and agents of the institutional defendants—are responsible for developing, adopting, implementing, disseminating, and enforcing the challenged policy in the Code of Student Conduct, and exercise federal authority in carrying out those responsibilities.

244. Defendants knew or reasonably should have known that the challenged policy would lead to the deprivation of students' constitutional rights.

245. Indeed, even after President Graham was advised that the Campus Expression policy was constitutionally infirm, Haskell uploaded a revised "Spring 2021–Fall 2021 Student Code of Conduct" that still included the challenged policy.

246. Defendants’ policies on students’ expressive rights, specifically the Campus Expression policy, circumscribe rights guaranteed to students by the First and Fifth Amendments and are thus contrary to a constitutional right.

247. Defendants’ policies on students’ expressive rights, specifically the Campus Expression policy, are in excess of statutory jurisdiction and authority in part because they violate 25 C.F.R. § 42.1(a)(1), which requires schools funded by the Bureau of Indian Affairs, to “[r]espect the constitutional, statutory, civil and human rights of individual students.”

248. As a direct and proximate result of Defendants’ policies, Plaintiffs have suffered irreparable injury, including being deprived of their constitutional rights to free expression.

249. The denial of constitutional rights is an irreparable injury *per se*. *Elrod v. Burns*, 427 U.S. 347, 373 (1976).

250. Plaintiffs have no adequate legal, administrative, or other remedy by which to prevent or minimize the continuing irreparable harm to their First and Fifth Amendment rights.

251. Without declaratory and injunctive relief from this Court, Defendants’ unconstitutional policies will continue and Plaintiffs (and other Haskell students) will suffer irreparable harm indefinitely.

SIXTH CAUSE OF ACTION

VIOLATION OF DUE PROCESS

Unlawful Agency Action Under 5 U.S.C. §§ 701–706 and the Fifth Amendment

252. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs of this Complaint.

253. Plaintiffs bring this claim under the Administrative Procedure Act, 5 U.S.C. §§ 701–706, for declaratory and injunctive relief against President Graham and Director

Dearman (in their official capacities) and Haskell Indian Nations University and the Bureau of Indian Education.

254. Haskell's Code of Student Conduct sets forth necessary procedures that must be followed to guarantee students due process protections guaranteed by the Fifth Amendment and 25 C.F.R. § 42.8.

255. Without affording any process, President Graham unilaterally issued Nally the Directive, which limited his expressive rights under threat of further punishment.

256. Without affording any process, Defendants subjected Nally to the requirements of the Directive for 90 days.

257. The rescission of the Directive constitutes voluntary cessation by Defendants.

258. Nally reasonably fears Defendants may reissue the Directive or a substantially similar prior restraint on his expressive rights.

259. Defendants knew or reasonably should have known that these actions would deprive Nally of his due process rights.

260. Defendants' conduct in relation to the Directive violates Plaintiffs' due process rights guaranteed by the Fifth Amendment, and thus contrary to a constitutional right.

261. Defendants' conduct in relation to the Directive is in excess of statutory jurisdiction and authority in part because they violate 25 C.F.R. § 42.1, which requires schools funded by the Bureau of Indian Affairs, to "[r]espect the constitutional, statutory, civil and human rights of individual students" and 25 C.F.R. § 42.8.

262. As a direct and proximate result of Defendants' policies, Nally has suffered irreparable injury, including being deprived of his constitutional rights to due process.

263. The denial of constitutional rights is an irreparable injury *per se*. *Elrod v. Burns*, 427 U.S. 347, 373 (1976).

264. Nally has no adequate legal, administrative, or other remedy by which to prevent or minimize the continuing irreparable harm to his Fifth Amendment right to due process.

265. Without declaratory and injunctive relief from this Court, Defendants' unconstitutional actions will continue and Nally will suffer irreparable harm.

SEVENTH CAUSE OF ACTION
Violation of 1989 Settlement Agreement
Unlawful Agency Action Under 5 U.S.C. §§ 701–706

266. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs of this Complaint.

267. The 1989 Settlement Agreement restricts Haskell University's oversight and editorial control over *The Indian Leader* and protects the independence and expressive rights of its student journalists.

268. Defendants are subject to the terms of the 1989 Settlement Agreement.

269. Defendants have violated the terms of 1989 Settlement Agreement by imposing a prior restraint in the form of the Directive, inhibiting the free expression of members of the Indian Leader Association, refusing to approve the Indian Leader Association's 2020–21 Plan of Operations, and otherwise interfering with the Indian Leader Association's editorial control.

270. Defendants have violated the terms of the 1989 Settlement Agreement by withholding funds to which the Indian Leader Association is entitled, denying the Indian Leader Association access to its Student Bank account, and failing to send monthly account statements.

271. Additionally, application of the Campus Expression policy to Nally and members of the Indian Leader Association violates the 1989 Settlement Agreement by restricting their expressive rights.

272. As a direct and proximate result of Defendants' failure to abide by the 1989 Settlement Agreement, Plaintiffs have suffered injuries, including but not limited to the more than \$10,000 of withheld funds and the denial of their First Amendment rights.

273. This Court has equitable powers to enforce the terms of the 1989 Settlement Agreement and issue a mandatory injunction requiring Defendants to comply with its terms and order restitution of withheld funds.

274. Without declaratory and injunctive relief from this Court, Defendants' violation of its obligations under the 1989 Settlement Agreement will continue and Plaintiffs will suffer irreparable harm indefinitely.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Nally and the Indian Leader Association respectfully request that this Court enter judgment against Defendants and issue the following forms of relief:

- A. Declaratory relief against Defendants declaring that:
1. the October 16, 2020 Directive constituted an unconstitutional prior restraint;
 2. Defendants unconstitutionally retaliated against Nally because of Nally's protected speech and activities under the First Amendment to the U.S. Constitution;
 3. Defendants unconstitutionally retaliated against the Indian Leader Association because of *The Indian Leader's* protected journalistic activities under the First Amendment to the U.S. Constitution;

4. Defendants' Campus Expression policy in Haskell's Code of Student Conduct is facially overbroad on its face under the First Amendment to the U.S. Constitution;

5. Defendants' Campus Expression policy is void for vagueness under the First and Fifth Amendments to the U.S. Constitution;

6. President Graham violated Nally's due-process rights in issuing the Directive;

7. Defendants' retaliatory conduct and policies on students' expressive rights, including the Campus Expression policy in Haskell's Code of Student Conduct, are *ultra vires* and not in accordance with law because they violate the 1989 Settlement Agreement, insofar as they censor Plaintiffs and restrict student editorial control of *The Indian Leader*, and because they violate Part 42 of Title 25 of the Code of Federal Regulations.

B. Injunctive relief against Defendants:

1. permanently enjoining Defendants, including President Graham or his successors, from reinstating the October 16, 2020 Directive or any other prior restraint or promulgating any substantially similar directive that interferes with Plaintiffs' First Amendment rights;

2. permanently enjoining Defendants from taking any other retaliatory action against Plaintiffs for protected activity;

3. preliminarily and permanently enjoining enforcement of Defendants' Campus Expression policy contained in Haskell's Code of Student Conduct;

4. permanently enjoining Defendants, including President Graham or his successors, from promulgating any directive or issuing any disciplinary action without

complying with the student disciplinary processes outlined in Title 25, Part 42 of the Code of Federal Regulations and the Haskell Code of Student Conduct;

5. mandating that Defendants comply with the 1989 Settlement Agreement including recognizing the Indian Leader Association, approving its 2020–21 Plan of Operations, restoring its access to its Student Bank account; restore any funds to which the Indian Leader Association is entitled; and allow their chosen adviser to continue to serve in that role.

C. An award of monetary damages against President Graham in his individual capacity in an amount to be determined by the Court to compensate Plaintiffs for President Graham’s unconstitutional interference with Plaintiffs’ rights under the U.S. Constitution;

D. An award of nominal damages against President Graham for violating Plaintiffs’ rights under the U.S. Constitution;

E. An award of punitive damages against President Graham in his individual capacity for his reckless and callous disregard for Plaintiffs’ First Amendment rights;

F. An award of attorneys’ fees and costs under the Equal Access to Justice Act and other applicable law; and

G. All other further legal and equitable relief as the Court may deem just and proper.

JURY DEMAND

In compliance with Federal Rule of Civil Procedure 38, Plaintiffs demand a trial by jury on all issues so triable.

DATED: March 2, 2021

Respectfully submitted,

/s/ Stephen Douglas Bonney
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KS. Bar No. 12322

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Counsel for Plaintiffs Jared Nally and the Indian Leader Association

Nally, et al. v. Graham, et al.

**Exhibit A to
Plaintiffs' Complaint for
Civil-Rights Violations**

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

FILED
U.S. DISTRICT COURT
DISTRICT OF KANSAS

SEP 19 11 44 AM '89

RALEIGH, MOH.

BY _____ DEPUTY
ATTORNEY, K.S.

THE INDIAN LEADER ASSOCIATION, ET AL.,

Plaintiffs,

vs.

Case No. 89-4063-R

UNITED STATES DEPARTMENT OF THE INTERIOR,
ET AL.,

Defendants.

8/14/86 MB+MC

ORDER APPROVING SETTLEMENT AGREEMENT

NOW ON this 18th day of September 1989, the parties appear before the Court to announce a settlement of the claims of the Plaintiffs herein. The Plaintiffs appear through their attorney, Patrick R. Nichols; the Defendants appear through their attorney, David Cooper.

WHEREUPON, the parties announce to the Court that they have settled and resolved their differences, and entered into a settlement agreement in writing, which is appended hereto.

WHEREUPON, the Plaintiffs move orally to dismiss without prejudice all parties hereto, with the exception of Haskell Indian Junior College. The Court sustains said motion.

THEREUPON, the Court reviews the settlement agreement between the parties, guaranteeing the rights of free expression to the Indian Leader Association and the student journalist Plaintiffs, and find said agreement is valid, just and equitable. The Court approves the agreement.

Pursuant to paragraph 14 of the settlement agreement, the Plaintiffs move to dismiss the remaining party, Haskell Indian Junior College of the Bureau of Indian Affairs, subject to the provisions and terms of the settlement agreement. The Court sustains the motion and orders that the action be dismissed upon the terms of said motion.

The Court orders that hereafter the settlement agreement shall immediately bind the parties to all of its provisions and govern their conduct accordingly.

/s/ RICHARD D. ROGERS

Honorable Richard D. Rogers
United State District Judge

APPROVED:



Patrick R. Nichols
Attorney at Law
700 Jackson, Suite 703
Topeka, Kansas 66603
(913) 357-4050
Ks. S. Ct. No. 09396
Attorney for Plaintiffs



David Cooper
Assistant United States Attorney
U.S. Department of Justice
444 S.E. Quincy
Topeka, Kansas 66603

SETTLEMENT AGREEMENT

This Settlement Agreement is made between the Indian Leader Association, Marcel Stevens, Laurey Chapman, Ardina Glenn, Cynthia Grant, Tina Melton, Harvey Ross, Cordell Whitetree and Catherine Williams and Haskell Indian Junior College of the Bureau of Indian Affairs of the United States Department of Interior to settle and compromise issues before the United States District Court for the District of Kansas in Indian Leader Association v. United States Department of the Interior, Case No. 89-4063-R (filed March 30, 1989).

1. Parties to Settlement Agreement. The parties to this Settlement Agreement are the plaintiff, Indian Leader Association, an unincorporated student association which publishes The Indian Leader (the "Association"), and plaintiffs Marcel Stevens, Laurey Chapman, Ardina Glenn, Cynthia Grant, Tina Melton, Harvey Ross, Cordell Whitetree and Catherine Williams, individually and in their capacities as editors, reporters and representatives of the Association ("Plaintiffs"), and defendant Haskell Indian Junior College of the Bureau of Indian Affairs of the United States Department of the Interior ("Haskell"), which enters into this Settlement Agreement through the agency of Jim Baker, Acting President of Haskell.

Nothing in this Settlement Agreement shall have any bearing on the academic standing of the named plaintiffs or any member of the Indian Leader Association. Nor shall this Settlement Agreement bear on the eligibility of a student to serve as an officer of the Indian Leader Association under the college's rules governing extracurricular activities.

2. Student Editorial Control. The parties agree that the members of the Association and the Editorial Board of The Indian Leader have the right to editorial control of the contents of The Indian Leader newspaper as described in the attached Plan of Operation of the Indian Leader Association ("Plan of Operation").

3. No Prior Restraint or Censorship. Haskell agrees that no officer, agent, instructor or employee of Haskell shall:

(a) censor, edit or modify the contents of The Indian Leader newspaper in violation of the First Amendment of the United States Constitution;

(b) restrain, obstruct or prohibit the publication of The Indian Leader newspaper or otherwise inhibit the free expression of members of the Association in violation of the First Amendment of the United States Constitution; however, nothing in this Settlement Agreement shall prevent Haskell, the BIA, the Department of the Interior, or Congress from withdrawing any federal funding for The Indian Leader, or from disposing of the printing press on

the Haskell campus pursuant to the provisions of the Federal Property and Administrative Services Act or other applicable law;

(c) suspend the publication of The Indian Leader newspaper on the ground that a vacancy has arisen in the position of faculty adviser to the Indian Leader newspaper or the Association.

(d) refuse any written request for the disbursement of funds, reasonably related to the management or publication of The Indian Leader, from the Indian Leader Association Activity Fund, the Club Fund or any other Indian Leader Association account containing student monies in the Haskell Student Bank which is supported by a written resolution of the Editorial Board of The Indian Leader or the full membership of the Association finding "First Amendment Grounds for Funds Withdrawal by Students" as described in the attached Plan of Operation;

(e) refuse to approve a Plan of Operation for the Association substantially similar to the attached Plan of Operation, which is incorporated herein by reference and made an integral part hereof, and which shall be the Plan of Operation in effect for the 1989-1990 school year, or suspend the publication of The Indian Leader on the grounds that the Plan of Operation has not been approved; provided, that nothing in this Settlement Agreement shall prevent Haskell from establishing a journalism or communications department and incorporating The Indian Leader into the curriculum of such an academic program; that if such an academic program is established, Haskell and the members of The Indian Leader Association may revise the Plan of Operation of The Indian Leader Association to reflect incorporation of The Indian Leader under the curriculum of that program; provided further, that nothing in this Settlement Agreement is intended to prevent the members of The Indian Leader Association from adopting a Plan of Operation, or other organic operating charts or substantially dissimilar to the attached Plan of Operation; or

(f) have the right to excise any material from The Indian Leader on the grounds that it is either libelous or obscene.

4. Role of Faculty Adviser. The parties agree that the faculty adviser shall discharge his or her responsibilities consistent with the following guidelines:

(a) The faculty adviser to the Association may freely advise and instruct student editors and reporters in the subject of journalism and relevant professional standards, commend and critique the work product of student journalists, offer fiscal and technological guidance to the newspaper staff in business and production operations and provide whatever assistance to the newspaper and the student journalists the faculty adviser deems appropriate.

(b) A faculty adviser may make nonbinding recommendations to the student editors which they may, in their sole discretion, take into consideration in the free exercise of their independent editorial judgment.

(c) Although a faculty adviser of the Association may freely offer advice and assistance to student members of the Association, neither the faculty adviser nor any other Haskell officer or employee has the right to censor, edit or modify in any way the content of The Indian Leader.

(d) The faculty adviser is under an affirmative duty to facilitate the disbursement of such funds allocated to the Association as directed by the Editorial Board and the Association by majority vote, supported by written resolution, which are reasonably related to the management and publication of The Indian Leader.

(e) The faculty adviser shall, to the best of his or her ability, adhere to the ethical standards set forth in the attached Code of Ethics of College Media Advisers.

5. Responsibility of Student Journalists. Sole legal responsibility for the contents of The Indian Leader shall rest with the individual members of the Indian Leader Association as recognized in 25 C.F.R. § 42.3 (1988). No legal responsibility for the contents of The Indian Leader shall be imputed to Haskell or the faculty adviser, the Bureau of Indian Affairs or the United States Department of the Interior. Plaintiffs understand that they may be held personally accountable for the contents of The Indian Leader in a court of law, if those contents are libelous or obscene, or infringe copyrights or trademarks, or otherwise give rise to civil liability.

6. Newspaper Account in the Student Bank. Those monies which may be received or collected by Haskell on behalf of the Association, such as the Association's allocation of student activity fees, if any, shall be maintained in the Haskell Student Bank in strict compliance with the applicable rules contained in the Bureau of Indian Affairs Manual ("BIAM"), this section of the Settlement Agreement and the Plan of Operations. Such monies shall be:

(a) the subject of a separate accounting in the Haskell Student Bank and assigned a separate account number;

(b) the subject of a monthly account statement prepared by the Haskell Student Bank which shall be presented to the President of the Indian Leader Association; and

(c) disbursed in accordance with this Settlement Agreement and the attached Plan of Operations.

7. Off-Campus Bank Account. Those monies which are received, collected or raised off campus by the Association, without any intermediation by Haskell, may be deposited, at the election of the Association, in either the Student Bank account or in an off-campus account maintained at a local bank in Lawrence, Kansas. No disbursement from an off-campus bank account shall be made, however; without the signature of at least two officers of the Association on the draft drawn on such local bank. A copy of the monthly accounts of such off-campus bank account shall be published regularly in The Indian Leader. Nothing in this Settlement Agreement shall be read to prohibit Haskell from devising and implementing procedures for managing and accounting for on-campus revenue-raising activities of students.

8. Elections. As soon as possible following the execution of this Settlement Agreement, the President of the Association shall call a meeting of the membership of the Association for the purpose of electing the editors of The Indian Leader and the officers of the Association for the 1989-1990 academic year. This meeting shall be called within the first 30 days of the beginning of the fall 1989 semester at Haskell.

9. Control of Contributions for Subscriptions. Voluntary contributions made by individuals for subscriptions to The Indian Leader shall no longer be paid to the Haskell Indian Junior College Foundation and shall instead be paid directly to the Association Club Account in the Student Bank.

10. Waiver of Claims. This Settlement Agreement represents the final understanding between the parties concerning the resolution of the issues before the United States District Court for the District of Kansas in Indian Leader Association v. United States Department of Interior, Case No. 89-4063-R (filed March 30, 1989). All parties to this Settlement Agreement hereby release the others from any claims or causes of action, and the parties and their counsel agree not to initiate or cause to be initiated, any further proceedings between any of the parties or their counsel, or make any further requests regarding the facts of this case.

11. Covenant of Good Faith and Fair Dealing. The parties agree to interpret and implement this Settlement Agreement in good faith and with due regard for both the First Amendment rights of student journalists and the legitimate educational and administrative interests of Haskell. It is the central purpose of this Settlement Agreement to secure the regular publication of The Indian Leader free from any prior restraint or censorship. This Settlement Agreement is contingent upon the reciprocal performance of the specified obligations by all of the parties. In the event that any party acts in bad faith or breaches this Settlement Agreement, the aggrieved party shall be free to pursue appropriate legal remedies in a court of law. Nothing in this Settlement

Agreement shall be construed to restrict or limit the right of any of the parties to commence litigation if any party fails to comply with all of the terms and conditions of this Settlement Agreement.

~~12. Use of Printing Press. The parties agree that the use of the federally authorized printing press at Haskell is subject to the Government Printing and Binding Regulations published by the Joint Committee on Printing of the U.S. Congress. See 44 U.S.C. §§ 103, 501, 502.~~

13. Recognition of Mutual Rights. Any and all rights and responsibilities under this Agreement are set forth in recognition of the mutual rights of the defendant Haskell, and the rights of the students to free speech, press and expression. The Agreement recognizes various rights of Haskell hereunder to alter the Plan of Operation in conjunction with the student journalists (3)(e), to reduce or eliminate funding (3)(b), and to dispose of or sell the printing presses under various provisions of this Agreement (12). These rights may not be exercised by Haskell in response to, or as a result of, articles, photographs or any other content of The Indian Leader. Further, such actions may not legitimately be performed under this Agreement as a form of prior restraint, or otherwise as intended to limit or restrict the free expression of ideas or rights to the students as recognized in this Agreement. Any exercise by Haskell of the rights noted in this paragraph shall be done following notice to The Indian Leader Association, stating the action to be taken and the reasons therefor. Such notice shall be delivered to the editor-in-chief and posted on the Student Activities bulletin board at least thirty (30) days prior to any such contemplated action.

14. Signature and Court Approval. This Agreement shall be signed by all the parties named in Section 1 of this Settlement Agreement or their duly authorized representatives. This Settlement Agreement shall be submitted to the Honorable Richard D. Rogers, Judge for the United States District Court for the District of Kansas, for final approval and shall not become effective until such final approval is obtained. After such final approval has been obtained, the Plaintiffs shall agree to the dismissal without prejudice of the action against all named defendants except Haskell. The Settlement Agreement shall then immediately bind the remaining parties to all of its provisions, and a judgment of dismissal of the action, subject to the terms of the Settlement Agreement, shall then be jointly submitted to the court by the remaining parties.

IN WITNESS WHEREOF, the parties have caused this Settlement Agreement to be executed by their duly authorized representatives on this _____ day of _____, 1989.

SEP 18 8:58 AM '89 U S A TOPEKA PAGE 08

THE INDIAN LEADER ASSOCIATION

HASKELL INDIAN JUNIOR COLLEGE

Marcel Sevens
MARCEL SEVENS
Managing Editor and President
The Indian Leader Association

Jim Bakebake
JIM BAKEBAKE
Acting President
Haskell Indian Junior College

Cynthia E. Grant
CYNTHIA GRANT
Student Journalist

David M. Cooper
DAVID M. COOPER
Assistant U.S. Attorney
Counsel for the Defendant

Harvey Ross
HARVEY ROSS
Student Journalist

CordeLL Whitetree
CORDELL WHITETREE
Student Journalist

Dario F. Robertson
DARIO F. ROBERTSON
Counsel for Plaintiffs

Patrick R. Nichols
PATRICK R. NICHOLS
Counsel for Plaintiffs

THE INDIAN LEADER ASSOCIATION
Haskell Indian Junior College
Lawrence, Kansas 66046

PLAN OF OPERATION

I. NAME

The name of this organization is The Indian Leader Association and shall hereafter be referred to as the Association.

II. PURPOSE

The purpose of the Association is to produce The Indian Leader newspaper, an independent student publication, and the Haskell Yearbook. The Indian Leader newspaper will be produced and published approximately six times each semester and the Haskell Yearbook will be produced and published the spring semester of each school year. The Association will also maintain a separate account to accept funds and donations on behalf of the newspaper and for disbursing cash payments as incentives to students who contribute articles, photographs and illustrations to The Indian Leader.

The Indian Leader is a nationally distributed Native American newspaper edited and published by students at Haskell Indian Junior College for the purpose of promoting the free and informed debate and discussion of (1) topics of special interest to Haskell students and alumni, (2) issues of special importance to Native Americans generally and (3) all newsworthy topics and public issues of general interest to American citizens.

The Indian Leader is published by the students at Haskell Indian Junior College and the members of the Association in the exercise of their individual rights to free speech and freedom of the press guaranteed by the First Amendment of the United States Constitution. These fundamental First Amendment rights have been expressly recognized as rights which individual students enjoy who attend Bureau of Indian Affairs schools in Part 42 of Title 25 of the Code of Federal Regulations. Student Rights and Due Process Procedures, 25 C.F.R. § 42.3(e)-(f) (1988). These basic rights have also been reaffirmed in Part III of the Code of Student Rights and Responsibilities of Haskell Indian Junior College (1988).

The Indian Leader Association is committed to improving the ability of Native Americans to determine their own destiny by providing an open public forum in which all concerned citizens, regardless of race, creed, color, sex, religion or national origin, might freely discuss the important public issues of the day. The members of the Association believe that by providing such a public forum, readers and contributors alike will improve their understanding of the true meaning of leadership, citizenship and democracy in contemporary American society through an open, honest

and fair-minded exchange of views.

III. MEMBERSHIP AND OFFICERS OF THE ASSOCIATION

A. General

To qualify as a member of the Association, an individual must:

(a) be an enrolled student at Haskell Indian Junior College;

(b) submit a news story, essay, proposed editorial, poem, short story, photograph or any other journalistic or literary work, not including advertisements, letters to the editor and notices, for publication in The Indian Leader, or participate in the production or circulation of The Indian Leader or the Haskell Yearbook.

(c) receive written notice that the submission has been accepted for publication in The Indian Leader; and

(d) inform the Association, orally or in writing, of an intention to become a member of the Association.

The Editor-in-Chief shall be responsible for keeping a current list of Association members and publishing said list at least once per semester in The Indian Leader.

In the event that any member fails to attend three consecutive meetings of the Association, without excuse, that person may be removed from the membership rolls of the Association by majority vote.

B. Officers

The officers of the Association shall include a President, Vice President, Treasurer and Secretary. The person elected President of the Association shall also serve as Editor-in-Chief of The Indian Leader and the person elected Vice-President shall also serve as Executive Editor of The Indian Leader.

Officers must maintain "academic good standing," as defined on page 35 of the Haskell Bulletin, 1988-1990, in order to receive a salary as specified in Appendix I containing the 1989-1990 Budget for The Indian Leader. Decisions made at duly convened meetings of the Association are binding on members.

All officers of the Association shall have taken or shall be currently enrolled in at least one course in English or Journalism at Haskell Indian Junior College at the time his or her term of office shall commence in order to be eligible to hold such office.

Case 1:11-cv-01110 Document 1-1 Filed 03/02/11 Page 12 of 16

The President shall be the Editor-in-Chief and shall be responsible for the general operation of the paper and the Association. The President shall pick up and distribute mail daily.

The Editor-in-Chief shall conduct regular and special meetings of student reporters, assign stories, edit manuscripts, oversee reporters and lay out The Indian Leader.

The Executive Editor shall assist the Editor-in-Chief in carrying out his or her assigned duties and shall succeed to the position of Editor-in-Chief in the event of a vacancy in that office prior to next regularly scheduled election.

The circulation manager shall (1) recommend to the printers the approximate number of issues of the newspaper to be published, (2) coordinate the distribution of issues on the day of publication, (3) maintain a current mailing list, (4) make additions, deletions, corrections and other appropriate changes in mailing list, (5) make labels or have labels made, (6) coordinate the process of labeling The Indian Leader for mailing, (7) keep a file of correspondence, and (8) make a weekly report, oral or written, to the Association.

Other positions in the Association shall be established upon the majority vote of the members of the Association. The Association shall make the guidelines and prescribe the duties of all new positions. Officers may be removed from office upon the vote of two-thirds of the members of the Association.

IV. PARLIAMENTARY AUTHORITY

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with this Plan of Operation and any special rules of order the Association may adopt.

V. MEETINGS

Meetings of the Association shall be held weekly and will be open to all Haskell students and to the public.

At the beginning of each semester, the Association shall decide upon a day, time and place for such regular weekly meetings. Once the day, time and place has been decided by the Association and notice of such has been posted on the bulletin board at the Student Senate Building, no further notice shall be required for the Association to conduct business at such regular weekly meetings.

Any meeting of the Association not held on the day, time and

place of the regular weekly meeting may be properly convened only upon three days' prior written notice. Such notice shall be made to the Association by posting an announcement of the meeting on The Indian Leader Bulletin Board. This notice requirement shall apply to any meeting of the Association, other than regular meetings, ~~referenced in this Plan of Operation, including but not limited to~~ meetings mentioned in Sections III(B), VI and VIII(B) of this Plan of Operation.

A majority of the members of the Association shall constitute a quorum.

VI. EDITORIAL BOARD AND EDITORIAL CONTROL

The Editorial Board shall consist of the Association President and Editor-in-Chief, the Vice President and Executive Editor, Copy Editor, the Circulation Manager, and the Darkroom Manager. Other positions and members of the Editorial Board may be added by majority vote of either the Editorial Board or the members of the Association. A majority of the members of the Editorial Board shall constitute a quorum.

The Editorial Board shall have primary responsibility for and control of the editorial content of The Indian Leader. Day-to-day editorial decisions shall be made by the Editor-in-Chief, but any question of editorial policy may be put to the vote of the Board of Editors at any regular or special meeting of the Board of Editors.

In the event that the faculty adviser, any member of the Editorial Board or any member of the Association requests, prior to publication, a special review of any portion of an issue of The Indian Leader to determine whether it is libelous or obscene, the entire Editorial Board shall:

(a) carefully read and evaluate the identified material to determine whether it is libelous or obscene;

(b) seek the advice of the faculty adviser and, if possible, experts in the field of student press rights and the law of libel and obscenity, such as legal counsel and journalists designated by the Student Press Law Center in Washington, D.C., the Journalism Education Association or College Media Advisers; and

(c) consult, when appropriate, authoritative treatises for more detailed guidance in determining whether the identified material is libelous or obscene, such as:

(1) Louis E. Ingelhart, Freedom for the College Student Press (Westport, Conn.: Greenwood Press, 1985): 125-151 (on libel), 159-168 (on obscenity); and

(2) Student Press Law Center, Law of the Student Press

(Washington, D.C.: Student Press Law Center, 1985): 31-38 (on libel), 38-41 (on obscenity);

(d) make a final, independent determination of whether to publish the identified material; and

(e) report its determination to the faculty adviser within 24 hours following such decision.

Any student who has submitted an article for publication may withdraw that article prior to publication upon reasonable written notice to the Editor-in-Chief, provided that such withdrawal can be accomplished without a substantial delay in publication.

VII. FACULTY ADVISER

One or more faculty advisers may be appointed by Haskell Indian Junior College to assist students in the publication of The Indian Leader.

The faculty adviser to the Association may freely advise and instruct student editors and reporters in the subject of journalism and relevant professional standards, commend and critique the work product of student journalists, offer fiscal and technological guidance to the newspaper staff in business and productions operations and provide whatever assistance to the newspaper and the student journalists the faculty adviser deems appropriate.

A faculty adviser may make nonbinding recommendations to the student editors which they may, in their sole discretion, take into consideration in the free exercise of their independent editorial judgment.

Although a faculty adviser of the Association may freely offer advice and assistance to student members of the Association, neither the faculty adviser nor any other Haskell officer or employee has the right to censor, edit or modify in any way the content of The Indian Leader.

The faculty adviser is under an affirmative duty to facilitate the disbursement of such funds belonging to the Association as directed by the Editorial Board and the Association by majority vote, supported by written resolution, which are reasonably related to the management and publication of The Indian Leader.

The faculty adviser shall, to the best of his or her ability, adhere to the ethical standards set forth in the attached Code of Ethics of College Media Advisers.

The right of the Association to publish The Indian Leader shall not be conditioned upon the prior appointment of a faculty adviser by Haskell Indian Junior College. Consequently,

publication of The Indian Leader shall not be interrupted as a result of the inability or unwillingness of Haskell Indian Junior College to appoint a faculty adviser to work with the Association in the event of a vacancy in that position.

~~The faculty adviser has no power to refuse to facilitate the disbursement of funds reasonably related to the management and publication of The Indian Leader as determined by the Editorial Board or the Association by majority vote.~~

VIII. SALARIED POSITIONS OF THE INDIAN LEADER

A. Officers With Salaries

Salaried positions in the Association shall be those of President, Vice President, Copy Editor, Circulation Manager, Darkroom Manager. The Typesetter shall also receive a salary.

B. Assistant Officers

Assistant officers shall be elected by majority vote of the members of the Association at the beginning of the last semester prior to the graduation of each salaried officer of the Association. Such assistant officers shall serve as apprentices to the graduating officers for the purpose of receiving the necessary training and experience to assume the responsibilities of the graduating officer after commencement. The assistant officers shall assume the office and responsibilities of the graduating officers on the date of the next commencement at Haskell Indian Junior College following their appointment as assistant officers. Any office not so filled by an assistant officer shall be filled by majority vote of the members of the Association in a regular or special election.

IX. COMPENSATION AND AWARDS

Compensation and awards shall be as specified in this Section VIII.

Salaried positions shall be compensated according to the rates and amounts specified in Appendix I containing the 1989-90 Budget for The Indian Leader. Students holding salaried positions shall not be paid any other compensation specified in this section.

Student reporters shall be paid \$1.25 per column inch for articles published. Student photographers shall be paid \$5.00 for each photograph published. Student artists shall be paid an amount to be determined by majority vote of the Association for each published illustration or cartoon.

The amount and disbursement of monies for any type of contest sponsored by The Indian Leader must be approved by majority vote

of the Association.

X. ACCOUNTS

A. Activity Fund

Any funds allocated to The Indian Leader Association from the student activity fee, paid by each student of Haskell Indian Junior College each semester, shall be deposited in The Indian Leader Association Activity Fund in the Student Bank. Other monies received or collected by Haskell on behalf of the Association shall also be deposited in that Activity Fund.

Any officer, editor or any other member of the Association or any currently enrolled student or alumnus of Haskell Indian Junior College may, upon written request, examine the records of account of The Indian Leader Association Activity Fund in the Student Bank and may obtain a copy of any such records of account at his or her own expense.

A summary of the records of account shall be published annually in The Indian Leader.

In the absence of a finding by the Association of "First Amendment Grounds for Funds Withdrawal by Students" as described in the following paragraph, withdrawal from the Indian Leader Association Activity Fund shall be made by a faculty adviser, supported by signatures from a student member of the Editorial Board and the Association President.

In the event that the Association or the Editorial Board passes by 2/3 (two-thirds) vote a resolution finding "First Amendment Grounds for Funds Withdrawal by Students," withdrawal from the Indian Leader Association Activity Fund shall be made by President of Haskell Indian Junior College, if the request is reasonably related to the management or publication of The Indian Leader, supported by the signatures of the Association President and another member of the Editorial Board. "First Amendment Grounds for Funds Withdrawal by Students" exist whenever Haskell Indian Junior College has failed to appoint at least one faculty adviser to the Association or whenever the Association, by 2/3 (two-thirds) vote, reasonably determines that a faculty adviser (1) is in any way obstructing the publication of The Indian Leader, (2) refuses to comply with requests from the Association or the editorial board for disbursements reasonably related to the management or publication of The Indian Leader, or (3) attempts in any way to censor, edit or modify the content of The Indian Leader.

Each withdrawal from The Indian Leader Association Activity Fund must be approved by a majority vote of the Editorial Board or the Association and supported by written resolution. Each such resolution must explain the purpose of every withdrawal of funds.

Receipts shall be collected within five (5) days following the disbursement of all funds. A full written accounting of any monies withdrawn pursuant to a resolution finding "First Amendment Grounds for Funds Withdrawal by Students" shall be given to a faculty adviser or, if there is no faculty adviser, to the President of Haskell Indian Junior College within five (5) days following the withdrawal transaction.

Nothing herein binds the federal government (or Haskell) to spend federal appropriated funds to publish The Indian Leader.

B. Club Fund

Money raised by members may, at the election of the Association, be deposited into a Club Fund at the Student Bank or in an off-campus account at a local bank in Lawrence, Kansas. Such money may be withdrawn for (1) student entertainment, (2) contracting outside services and (3) such other uses benefiting the Association as the Editorial Board may, in its sole discretion, determine to be necessary or appropriate.

In the absence of a determination by the Association of "First Amendment Grounds for Funds Withdrawal by Students" as described in the following paragraph, withdrawal from a Club Fund maintained at the Student Bank shall be made by faculty adviser, supported by signatures from any two student officers of the Association.

In the event that the Association or the Editorial Board passes by majority vote a resolution finding "First Amendment Grounds for Funds Withdrawal by Students," withdrawal from the Club Fund shall be made by the President of Haskell Indian Junior College, supported by the signatures of the Association President and another officer of the Association. "First Amendment Grounds for Funds Withdrawal by Students" exist whenever Haskell Indian Junior College has failed to appoint at least one faculty adviser to the Association or whenever the Association, by majority vote, reasonably determines that a faculty adviser (1) is in any way obstructing the publication of The Indian Leader, (2) refuses to comply with requests from the Association or the editorial board for disbursements reasonably related to the management or publication of The Indian Leader, or (3) attempts in any way to censor, edit or modify the content of The Indian Leader.

Each withdrawal from the Club Fund must be approved by a majority vote of the Editorial Board or the Association and supported by written resolution. Each such resolution must explain the purpose of every withdrawal of funds. Receipts shall be collected following the disbursement of all funds. A full written accounting of any monies withdrawn pursuant to a resolution finding "First Amendment Grounds for Funds Withdrawal by Students" shall be given to a faculty adviser or, if there is no faculty adviser, to the President of Haskell Indian Junior College within five (5)

days following the withdrawal transaction.

C. Contributions for Mailed Subscriptions

~~The Indian Leader shall be distributed free of charge to anyone interested in receiving a copy. Any person wishing to receive a mailed subscription to The Indian Leader will be asked to make a \$5.00 contribution directly to The Indian Leader Association Activity Fund by check or money order. The next edition of the Haskell Bulletin shall be amended to provide for the payment of such \$5.00 contributions directly into The Indian Leader Association Activity Fund, rather than the Haskell Foundation, a tax exempt organization which has not direct relationship with and provides no funding to The Indian Leader Association.~~

D. Off-Campus Bank Account

Those monies which are received, collected or raised off campus by the Association, without any intermediation by Haskell, may be deposited, at the election of the Association, in either the Student Bank account or in an off-campus account maintained at a local bank in Lawrence, Kansas. No disbursement from an off-campus bank account shall be made, however, without the signature of at least two officers of the Association on the draft drawn on such local bank. A copy of the monthly accounts of such off-campus bank account shall be published regularly in The Indian Leader.

APPENDIX I1989-90 BUDGET FOR THE INDIAN LEADEROffice
#44
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<u>Position</u>	<u>Salary</u>	<u>Times 12 Issues</u>
Editor-in-Chief	\$33.50	402.00
Executive Editor	33.50	402.00
Copy Editor	33.50	402.00
Circulation Manager	33.50	402.00
Darkroom Manager	33.50	402.00
Typesetter	33.50	402.00
Assistant Circulation	33.50	402.00
Assistant Darkroom	33.50	402.00
Assistant Typesetter	33.50	402.00
Freelance Compensation	500.00 (per sem.)	\$1,000.00 (x2 sem.)
Miscellaneous	300.00 (per sem.)	600.00 (x2 sem.)
Travel Expense	750.00 (per sem.)	1,500.00 (x2 sem.)
<u>TOTAL</u>	<u>\$3,158.00 (per sem.)</u>	<u>\$6,718.00 (x2 sem.)</u>

PLAN OF OPERATION APPROVAL

College Officials

Date Approved

Jimmy White
PRESIDENT

9/14/89
DATE

DIRECTOR OF STUDENT ACTIVITIES

DATE

Kindall D. McHenry
STUDENT SENATE PRESIDENT

9-15-89
DATE

James Lambert
SPONSOR

9/15/89
DATE

Organization Officers

Date Approved

Marcel Stevens
PRESIDENT

9-14-89
DATE

(POSITION VACANT)
VICE PRESIDENT

DATE

Harvey E Ross J.
SECRETARY

15 Sept 89
DATE

Harvey E Ross J.
TREASURER

15 Sept 89
DATE