



October 26, 2020

Dr. Ronald Graham
Haskell Indian Nations University
Office of the President
Navarre Hall
155 Indian Ave
Lawrence, Kansas 66046-4800

URGENT

Sent via Electronic Mail (ronald.graham@bie.edu)

Dear President Graham:

FIRE,¹ NAJA,² and the SPLC³ are concerned about the state of freedom of expression, including freedom of the press, at Haskell Indian Nations University (HINU) in light of your recent directive sent to Jared Nally, editor-in-chief of *The Indian Leader*, HINU's student newspaper. Your directive forbids Nally from carrying on normal journalistic activities, such as requesting information from government agencies, recording interviews, and criticizing members of the HINU community.

Your directive violates the First Amendment and HINU's obligations under a September 1989 settlement agreement with *The Indian Leader*. HINU must immediately rescind the directive,

¹ The Foundation for Individual Rights in Education (FIRE) is a nonpartisan, nonprofit organization dedicated to defending liberty, freedom of speech, due process, academic freedom, legal equality, and freedom of conscience on America's college campuses.

² The Native American Journalists Association (NAJA) serves and empowers Native journalists through programs and actions designed to enrich journalism and promote Native cultures. NAJA recognizes Native Americans as distinct peoples based on tradition and culture. In this spirit, NAJA educates and unifies its membership through journalism programs that promote diversity and defends challenges to free press, speech, and expression. NAJA is committed to increasing the representation of Native journalists in mainstream media. NAJA encourages both mainstream and tribal media to attain the highest standards of professionalism, ethics and responsibility.

³ Founded in 1974, the Student Press Law Center (SPLC) is the nation's only legal assistance agency devoted exclusively to supporting, defending, and educating high school and college journalists about the rights and responsibilities embodied in the First Amendment and supporting the student news media in covering important issues free from censorship. The SPLC is a nonpartisan, nonprofit organization.

restore the *Leader's* rights to university resources and access to its bank account, and clarify that HINU will not interfere in the affairs of the student newspaper or impede the free expression rights of individual students in the future.

I. HINU Threatens Student Journalist with Disciplinary Sanctions

The following is our understanding of the pertinent facts. We appreciate that you may have additional information to offer and invite you to share it with us. Please find enclosed an executed waiver and request for FERPA records authorizing and requesting that you share Jared Nally's student file with FIRE.

A. *Nally raises questions about HINU's reporting of student data to the Census.*

In March, Nally began raising questions about how HINU reports student data to the U.S. Census Bureau.⁴ Nally was initially concerned that HINU had not submitted census data on behalf of its students.⁵ In addition to raising his personal concerns, Nally wrote an article for *The Leader* discussing HINU's institutional response to the Census on behalf of students.⁶

In late August, Nally discovered HINU had submitted student data to the Census but had not asked students to self-report racial or gender identities to be reported to the Census.⁷ At this point, Nally became concerned that HINU had engaged in discrimination against biracial students by reporting all students as "Native American," regardless of their personal identities.⁸

As part of his concerns about whether and how HINU had reported student census data, Nally lodged concerns about Tonia Salvini, HINU's Vice President of University Services, with the Community Police Review Board (CPRB) of the City of Lawrence, on which Salvini sits.⁹ Nally initially raised his concerns with the CPRB via public comments during CPRB meetings and lodged an official ethics complaint concerning Salvini on October 9.¹⁰

Also on October 9, Nally submitted a grievance to your office regarding his concerns about HINU's handling of the Census and reporting of student racial identities in the future.¹¹

⁴ Email from Nally to Ernie Wilson, Acting Supervisor: College Resident Assistant, HINU, and Tonia Salvini, Vice Pres. of Univ. Services, HINU (Mar. 24, 2020) (on file with author); *see also* letter from Nally to Salvini (Aug. 28, 2020) (on file with author).

⁵ *Id.*

⁶ Jared Nally, *2020 Census*, INDIAN LEADER, Apr. 13, 2020, <http://www.theindianleader.com/2020/04/13/2020-census>.

⁷ Letter from Nally, *supra* note 1.

⁸ *Id.*

⁹ *Id.*

¹⁰ Letter from Nally to CPRB (Oct. 9, 2020) (on file with author).

¹¹ Letter from Nally to Graham (Oct. 9, 2020) (on file with author).

B. Nally legally records an HINU administrator without her knowledge.

In July, when HINU announced its student fees would increase, Nally called financial aid coordinator Carlene Morris to inquire about his own financial aid situation and to gather more information about the change.¹² Nally recorded his conversation with Morris without seeking her permission, as is allowed under Kansas law.¹³ Nally later used this recording in an opinions article regarding the fee change.¹⁴

C. The Leader objects to an administratively-appointed faculty adviser.

In July, the *Leader's* faculty adviser, Rhonda LeValdo, informed the publication staff that because HINU's administration was requiring that faculty cease their roles as student organization advisers, she would no longer be able to serve as faculty adviser.¹⁵ In LeValdo's stead, your predecessor appointed Interim Dean of Humanities Joshua Falleaf to advise the student newspaper.¹⁶

Concerned that the appointment of an administrator as an adviser would imperil their right to engage as members of a free, independent student press, the *Leader's* officers unanimously voted to remove Falleaf as faculty adviser.¹⁷ While it is not clear the *Leader's* officers had the right to remove a faculty adviser at the time of the vote to remove Falleaf, the student officers were concerned that advisory oversight from an administrator would ultimately lead to violations of their First Amendment rights and the 1989 Agreement, which prohibits agents of the university from "inhibiting the free expression of members of" the *Leader*.¹⁸

On August 27, per its rights under the 1989 Agreement to alter its Plan of Operation,¹⁹ the *Leader* altered its Plan of Operation for the 2020-21 school year (the 2020-21 Plan), implementing a new procedure for HINU's appointment of faculty advisers.²⁰ The 2020-21

¹² See Jared Nally, *It's Not Just \$475*, INDIAN LEADER, July 10, 2020, <http://www.theindianleader.com/2020/07/10/its-not-just-475>.

¹³ See KAN. STAT. ANN. § 21-6101(a)(1).

¹⁴ Nally, *supra* note 12.

¹⁵ Email from Nally to Joshua Falleaf, Interim Dean of Humanities, HINU, Jul. 29, 2020 (on file with author); email from Jim Rains to Rhonda LeValdo and Nally (July 31, 2020) (on file with author).

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ *Id.*; Letter from Nally to Jim Rains, Acting Vice President of Academics, HINU (Aug. 3, 2020) (on file with author). See Settlement Agreement between HINU Indian Junior College of the Bureau of Indian Affairs and the Indian Leader Association (Sept. 19, 1989) (on file with author).

¹⁹ Settlement Agreement, *supra* note 18 ("HINU agrees that no officer, agent, instructor, or employee shall . . . refuse to approve a Plan of Operation for [the *Leader*] substantially similar to the attached Plan. . . . [N]othing in this Settlement Agreement is intended to prevent members of *The Indian Leader Association* from adopting a Plan of Operation . . . substantially dissimilar to the attached Plan").

²⁰ The Indian Leader Association 2020-2021 Plan of Operations, THE INDIAN LEADER ASSOCIATION, <http://www.theindianleader.com/wp-content/uploads/2020/09/2020-2021-Plan-of-Operations.pdf> (last visited Oct. 20, 2020).

Plan provides that the *Leader* will nominate advisers, which will then be appointed by HINU.²¹ Further, the 2020-21 Plan provides for removal of a faculty adviser by petition by a majority vote of the *Leader* officers.²²

D. Nally pursues a story by requesting information from local government.

In October, when a food service employee of HINU died, Nally began gathering information about her death in order to report it in the *Leader*.²³ As part of this investigation, Nally reached out to the local police for any information they might have regarding the death.²⁴ In his email to the Lawrence Police Department, Nally accurately identified himself as “a student writer for *The Indian Leader*.”²⁵ A copy of Nally’s email is enclosed for reference.

E. You send an October 16 “directive” to Nally.

On October 16, you sent Nally a written memo, styled as a “directive,” reciting a variety of grievances about his reporting and criticism of HINU administrators, and threatening him with “disciplinary action” for failing to show students, staff, and “officials” the “appropriate respect.”²⁶ A copy of your October 16 “directive” is enclosed.

In particular, the “directive” accuses Nally of:

- “routinely attack[ing] HINU employees” by writing letters and speaking in public;
- “demanding information” while holding himself out as editor of the *Leader*;
- advocating for the removal of Falleaf as the *Leader* adviser; and
- recording his call with Morris, which would “[i]n many states . . . be considered a felony[.]”²⁷

²¹ *Id.*

²² *Id.*

²³ See Jared Nally, *Curtis Worker Nia Schexnider Passes On*, THE INDIAN LEADER, Oct. 9, 2020, <http://www.theindianleader.com/2020/10/09/curtis-worker-nia-schexnider-passes-on>.

²⁴ Email from Nally to the Lawrence Police Department (Oct. 5, 2020) (on file with author).

²⁵ *Id.*

²⁶ Letter from Graham to Nally (Oct. 16, 2020) (on file with author).

²⁷ While this is an accurate statement regarding the law of *other states*, your directive failed to mention the fact that Kansas follows a one-party consent rule. That is, so long as a single party to a private conversation (here, Nally) consents to the recording thereof, the recording is absolutely legal and valid. KAN. STAT. ANN. § 21-6101(a)(1).

After warning Nally that disciplinary consequences could follow his non-compliance, your “directive” specifically instructs Nally that he “WILL” treat “all faculty members, staff, and students with the highest respect,” and:

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 HINU – while claiming to represent *The Indian Leader*.
- Attempt countermanding decisions of HINU personnel assigned by me or anyone else to positions in an effort to replace them,
- Record anyone at HINU in your interview unless you advise them first and they grant you permission.

Around the same time as your “directive” to Nally, the *Leader* faced significant difficulty renewing its status as an officially recognized²⁸ organization for the 2020-21 school year. In years past, the *Leader* has completed an annual recognition process by submitting its annual Plan of Operations and minutes from its first meeting to the Student Bank. Following this submission, the Student Bank has typically provided a signature card to be completed by elected officers and students’ chosen faculty adviser.

Following its implementation of the 2020-21 Plan, on September 10, the *Leader* submitted this and its first meeting minutes to the Student Bank, which controls the disbursement of student funds to recognized student organizations.²⁹ Unlike in previous years, the *Leader* has not heard back from the Student Bank, despite multiple attempts to get in contact.³⁰ During this time, the *Leader* has also been unable to ascertain the balance of its account with the Student Bank³¹ and has yet to be formally assigned an adviser for the 2020-21 school year, despite its nomination of its previous adviser, LeValdo.

II. Your “Directive” Violates the First Amendment Rights of Nally and the *Leader*

It has long been settled law that the First Amendment is binding on public colleges like HINU. *Healy v. James*, 408 U.S. 169, 180 (1972) (“[T]he precedents of this Court leave no room for the view that, because of the acknowledged need for order, First Amendment protections should

²⁸ We understand that HINU refers to its official student organization recognition process as “sanctioning.” We refer to it as “recognition” throughout this correspondence, as most institutions of higher education do, for the sake of distinguishing between recognizing the *Leader* and HINU’s unlawful threats to impose disciplinary sanctions on its editor.

²⁹ Email from Nally to Jeri Sledd, Student Bank Manager, HINU (Sept. 10, 2020) (on file with author).

³⁰ *See id.*; email from Nally to Sledd (Oct. 19, 2020) (on file with author).

³¹ Oct. 19 email, *supra* note 30.

apply with less force on college campuses than in the community at large. Quite to the contrary, “the vigilant protection of constitutional freedoms is nowhere more vital than in the community of American schools.”) (internal citation omitted). Indeed, the 1989 settlement agreement—which you concede is a binding agreement³²—obligates Haskell Indian Nations University in particular to protect the First Amendment rights of the student publishers of the *Leader*.

A. The actions identified in your “directive” are protected speech.

Your directive to Nally threatens to punish him for engaging in normal journalistic activity, violating the expressive rights of both Nally and the publication that he leads.

i. Criticism of university officials is constitutionally-protected speech.

Your first demand is that Nally abstain from “[a]ttack[ing] any student, faculty, or staff member . . . [in] any public forum.” Based on your description earlier in the “directive” of what constitutes an “attack”—namely, criticizing the actions of campus officials by lodging written and oral complaints—it is clear that your “directive” contemplates disciplinary action for a broad range of journalistic and expressive activity protected by the First Amendment.

Not only is criticism often a part of journalism, criticism of government officials—and, to be clear, as administrators of a public institution, HINU administrators are such officials—is at the core of the First Amendment’s protection. “[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). So central is this ability to criticize officials that the Supreme Court, affirming that “debate on public issues should be uninhibited, robust, and wide-open, and that it may well include vehement, caustic, and sometimes unpleasantly sharp **attacks** on government and public officials,” determined that a higher standard of fault applies to speech-related torts where a public official is the plaintiff. *New York Times Co. v. Sullivan*, 376 U.S. 254, 270 (1964) (emphasis added).

This right to criticize applies both to the press and to individuals. In other words, Nally retains a right to “attack”—as both you and the Supreme Court put it—HINU administrators both as a journalist, such as by writing a story for the *Leader*, and as an individual, such as by writing a letter to your superior or offering public comment at a government meeting. Because Nally’s right to criticize is protected by the First Amendment, you may not punish him for doing so. Your “directive” expressly threatens to do so.

The First Amendment right to criticize and engage with government officials, such as administrators at a public university or officials at the local police department, also protects Nally’s ability to “[m]ake demands on any governmental agency” and “[a]tttempt countermanding decisions of HINU personnel,” activities to which you expressed displeasure in your directive. These activities, in addition to being protected by the First Amendment

³² Letter from Graham, *supra* note 26.

rights of free speech and free press, are also protected by the “cognate right” to petition the government. *Thomas v. Collins*, 323 U.S. 516, 530 (1945).

This right includes actions that you refer to as “[a]ttempt[ing to] countermand[] decisions of HINU personnel”—that is, expressing displeasure in HINU’s choice of faculty adviser for the *Leader* and attempting to take action to secure a different adviser. “The right to petition allows citizens to express their ideas, hopes, and concerns to their government and their elected representatives[.]” *Borough of Duryea v. Guarnieri*, 564 U.S. 379, 388 (2011). This includes Nally and the *Leader*’s right to express concerns with their appointed adviser, and, in fact, to demand a different faculty adviser be appointed. Nothing in this right requires individuals to *only* express their ideas to government officials when their ideas align with those of the officials whom they contact.

This right also encompasses “request[ing] action by the government,” *id.* at 388–89, protecting Nally’s right to “[m]ake demands of” government agents. This shields Nally’s right to request information and records from HINU, the local police department, or any other government agency. Further, Nally and the *Leader*’s right to request records from government agencies is not only protected by the First Amendment but also by Kansas law. In Kansas, “[a]ll public records shall be open for inspection by any person,” with some exceptions. Kan. Stat. Ann. § 45-218(a). It necessarily follows that coupled with this right to inspect records is a corollary right to *request* their inspection.

ii. Kansas law allows recording of private conversations with the consent of only one party.

The First Amendment not only protects the spoken and written word, but encompasses the “act of making an audio or audiovisual recording” as a necessary “corollary of the right to disseminate the resulting recording.” *Am Civil Liberties Union of Ill. v. Alvarez*, 679 F.3d 583, 595–96 (7th Cir. 2012). “The right to publish or broadcast an audio or audiovisual recording would be insecure, or largely ineffective, if the antecedent act of making the recording is wholly unprotected.” *Id.* This includes the act of “nonconsensual audio recording.” *Id.* at 596–97. Accordingly, federal courts of appeal have long recognized a right to receive and record information, including a right to record matters of public interest. *See, e.g., Forcyde v. City of Seattle*, 55 F.3d 436, 439 (9th Cir. 1995) (discussing a “First Amendment right to film matters of public interest”); *Gilk v. Cunniffe*, 655 F.3d 78, 85 (1st Cir. 2011) (although “not unqualified, a citizen’s right to film government officials . . . in the discharge of their duties in a public duties in a public space is a basic, vital, and well-established liberty safeguarded by the First Amendment”).

The right to record government actors is perhaps at its highest importance when connected to the right of the press to gather information. *See Branzburg v. Hayes*, 408 U.S. 655, 681 (1972). The press, including the student press, serves as an important conduit in preserving the public’s right to know. Courts recognize that the press act as “surrogates for the public” in keeping a watchful eye on their communities, and especially on the actions of government

agents, such as those acting on behalf of public colleges and universities. *Richmond Newspapers v. Virginia*, 448 U.S. 555, 573 (1980).

While the right to record is qualified in some states by privacy statutes requiring the consent to record from all parties to a conversation,³³ the right is not so qualified in Kansas—a fact your “directive” implicitly recognizes by invoking the laws of *other* states as rendering such recordings potential felonies. Under the law of Kansas—the state in which HINU sits—it is a crime to record a telephone call “without the consent of the sender or receiver.” Kan. Stat. Ann. § 21-6101(a)(1).³⁴ In the situation with Morris, Nally initiated the telephone call and had the right to record it without Morris’ consent. Because his actions in recording HINU officials are protected by the First Amendment and Kansas law, you may not punish him for participating in legal newsgathering techniques.³⁵

B. Threatening retaliation against Nally or the Leader for their free expression violates the First Amendment.

It is well-established that public institutions of higher education “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.” *Stanley v. Magrath*, 719 F.2d 279, 282 (8th Cir. 1983); *see also Rosenberger v. Rector and Visitors of the Univ. of Va.*, 515 U.S. 819, 829–30 (1995). The United States Court of Appeals for the Second Circuit has expanded on this concept to explain:

[A]t a minimum, when a public university establishes a student media outlet and requires no initial restrictions on content, it may not censor, retaliate, or otherwise chill that outlet’s speech, or the speech of the student journalists who produce it, on the basis of content or viewpoints expressed through that outlet.

Husain v. Springer, 494 F.3d 108, 124 (2d Cir. 2007).

It is equally true that retaliation against *any actor*—whether an individual student or the campus paper—for participating in First Amendment-protected activity is unconstitutional. Where a government actor responds to protected speech with an “adverse action” that would “chill a person of ordinary firmness from continuing in the activity,” it has engaged in impermissible retaliation. *Revels v. Vincenz*, 382 F.3d 876 (8th Cir. 2004). This “well established” test does not require a “great” deal of discipline in order to be “actionable,” and the “objective” test asks “not whether the plaintiff herself was deterred” from speaking but

³³ For a state-by-state discussion of recording statutes, *see Reporters’ Recording Guide*, Reporters Committee for Freedom of the Press, <https://www.rcfp.org/reporters-recording-guide> (last visited Oct. 21, 2020).

³⁴ The Kansas Supreme Court has interpreted the state’s recording statute as enjoining “only interceptions without the consent of *either* the sender *or* the receiver.” *State v. Roudybush*, 235 Kan. 834, 842 (1984).

³⁵ Even assuming that HINU, a federally-operated institution, could impose a more restrictive standard, it has not done so and may not do so retroactively. Further, federal law permits a party to a call to record that call. 18 U.S.C. § 2511(2)(d).

whether a reasonable person may be so deterred. *Garcia v. City of Trenton*, 348 F.3d 726, 728–29 (8th Cir. 2003).

Here, HINU has taken two adverse actions: First, it has threatened disciplinary action against Nally if he continues to engage in your enumerated list of First Amendment-protected activities. Second, it has retaliated against the *Leader* by refusing to complete the normal recognition process, thereby denying the *Leader*'s access to its bank account and other resources. Each of these actions, individually, is enough to “chill a person of ordinary firmness” from continuing to engage in protected speech that HINU administrators find objectionable.

While Nally appears to be an exceptionally resilient individual and has continued to self-advocate despite HINU's actions and threats, the chilling effect is nonetheless borne out here in the reasonable apprehension Nally feels about engaging in normal activities on behalf of the *Leader* in his role as its editor-in chief. For example, after receiving your directive, Nally was nervous to once again prod the Student Bank to ask about the *Leader*'s account balance, worried that doing so might result in discipline. This result is untenable and cannot be squared with HINU's obligations as a public institution bound to uphold the First Amendment.

C. Threatening to punish a student journalist for engaging in journalistic activities violates the 1989 Agreement.

In the 1989 Agreement, HINU, then Haskell Indian Junior College of the Bureau of Indian Affairs, agreed to allow students to retain full editorial control over the *Leader*. This includes the right of the *Leader* to access its monies in its Student Bank account, as well as its right to engage in journalistic pursuits free from censorship.

While the 1989 Agreement does not explicitly forbid HINU from punishing students for their protected journalistic activities, it does forbid HINU from “otherwise inhibit[ing] the free expression of members of [the *Leader*] in violation of the First Amendment[.]”³⁶ As outlined here, your directive and HINU's refusal to follow the usual sanctioning processes for the *Leader* violate the First Amendment, and thereby also violate the 1989 agreement.

III. HINU Must Rescind the “Directive” and Immediately Recognize the *Leader*

Your “directive” to Nally is an appalling and unequivocal departure from the First Amendment, betraying willful blindness to the basic concepts of constitutional rights. A public college administrator who violates clearly established law will not retain qualified immunity and can be held personally responsible for monetary damages for violating First Amendment rights under 42 U.S.C. § 1983. *See Harlow v. Fitzgerald*, 457 U.S. 800 (1982). Citing—in the course of violating students' expressive rights—a settlement agreement

³⁶ Settlement Agreement, *supra* note 18.

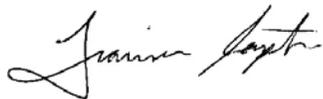
obligating you to respect the First Amendment is a stark illustration of a “reckless or callous indifference to the federally protected rights of others.” *Smith v. Wade*, 461 U.S. 30, 56 (1983).

Given the urgent nature of this matter, we request receipt of a response to this letter no later than the close of business on November 2, 2020.

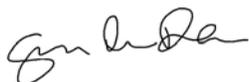
Sincerely,



Lindsay Rank
Program Officer
Individual Rights Defense Program, Foundation for Individual Rights in Education



Francine Compton
President
Native American Journalists Association



Sommer Ingram Dean
Staff Attorney
Student Press Law Center

Encl.

Authorization and Waiver for Release of Personal Information and Request for FERPA Records

This is an authorization for the release of records and information, as well as a request for records, under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and its applicable regulations (particularly 34 CFR § 99.30).

I, Jared Eugene Nally, born on , do hereby authorize Haskell Indian Nations University (the “Institution”) to release to the Foundation for Individual Rights in Education (“FIRE”) any and all information concerning my current status, disciplinary records, or other student records maintained by the Institution, including records which are otherwise protected from disclosure under the Family Educational Rights and Privacy Act of 1974. I further authorize the Institution to engage FIRE’s staff members in a full discussion of all matters pertaining to my status as a student, disciplinary records, records maintained by the Institution, or my relationship with the Institution, and, in so doing, to fully disclose all relevant information. The purpose of this waiver is to provide information concerning a dispute in which I am involved.

I have reached or passed 18 years of age or I am attending an institution of postsecondary education.

In waiving such protections, I am complying with the instructions to specify the records that may be disclosed, state the purpose of the disclosure, and identify the party or class of parties to whom disclosure may be made, as provided by 34 CFR 99.30(b)(3) under the authority of 20 U.S.C. § 1232g(b)(2)(A).

Records requested under FERPA: I request access to and a copy of all documents defined as my “education records” under 34 CFR § 99.3, including without limitation:

- A complete copy of any files kept in my name in any and all university offices;
- any emails, notes, memoranda, video, audio, or other material maintained by any school employee in which I am personally identifiable;
- any and all phone, medical or other records in which I am personally identifiable; and
- the log of requests for and disclosures of my education records, as required by 34 CFR § 99.32(a).

I also hereby consent that FIRE may disclose information obtained as a result of this authorization and waiver, but only the information that I authorize.

DocuSigned by:
Jared Nally
81C2B4531DAF45F...

Student's Signature

10/23/2020

Date



HASKELL INDIAN NATIONS UNIVERSITY

Office of the President
155 Indian Avenue
Lawrence, Kansas 66046-4800
www.haskell.edu

Memorandum

Date: October 16, 2020

To: Jared Nally

From: Dr. Ronald Graham, President

Subject: **Directive**

Jared, I work directly with the Lawrence community at several different levels (i.e., the Mayor and City Manager's Office, Lawrence Police Department, the Chamber of Commerce, and the Rotary). My intention is to build relationships, identify training and internships, work with the community on their projects as a representative from Haskell, and create opportunities for Haskell students. Your name 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. 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 the authority to contact the police department (or any other governmental agency) and demand anything on behalf of the University. 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.

Earlier this summer, Josh Falleaf was assigned as the Faculty Advisor by Dr. Rains, the University's Acting Vice President of Academic Affairs, to advise *The Indian Leader* staff pursuant to University guidelines. You took it upon yourself to attempt to remove him from this position per your letter dated August 3, 2020. Mr. Falleaf was placed in an Acting Dean's position by me; however, he is first and foremost a Haskell Instructor. In that, he is appropriately qualified to serve as the University's appointed Faculty Advisor to *The Indian Leader*. Neither you nor any member of *The Indian Leader* staff has the authority to "vote out" the University-appointed Faculty Advisor; appointing the Faculty Advisor is the exclusive right of the University and it is in accordance with the 1989 court settlement. You are a student at this University; you are not entitled to reverse Executive-level decisions. Furthermore, you essentially called Dr. Rains a liar in your email (referring to Mr. Falleaf's assignment), which violates Student Conduct.

You also chose to talk to yet another university official, Ms. Carlene Morris, and to record her conversation with you surreptitiously – and without her permission. This action resulted in yet another complaint against you. In many states, this would be considered a felony. You invoked Kansas law to justify disrespectful behavior toward a university official. In the future, I strongly advise that you – out of respect, honesty, and journalistic codes of ethical conduct -- obtain permission from anyone from whom you seek to solicit information for your paper – especially information that is freely available to Haskell students.

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.

Let me make myself clear. You are being directed, as a Haskell student. To 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 countermanding 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.

Lastly, Haskell is not obligated to report any census. If you wish to be counted differently, I strongly suggest that you do what many of us do: contact the US. Census Bureau and file an individual report.

Cc: BIE Legal

Tony Dearman
Director of BIE



Jared Nally

Media Inquiry - The Indian Leader

2 messages

Jared Nally

Mon, Oct 5, 9:13 AM

To: <lpdmedia@lkpd.org>

I'm reaching out to the Lawrence Police Department as a student writer for The Indian Leader, Haskell Indian Nations University's student newspaper. I'm wanting to get confirmation and information on the death of Neeoni Chex to provide our community with a proper death notice. She was a community pillar and I would appreciate any information you could provide.

She would have died sometime yesterday, October 4, before 4:00 PM CST. Please let me know if LPD can confirm her death, cause of death, and provide a funeral home if possible.

Thank You,
-Jared Nally, Editor-In-Chief

Patrick S. Compton <pscompton@lkpd.org>

Mon, Oct 5, 3:24 PM

To: Jared Nally

Jared,

Jared,

Thank you for inquiry.

My apologies, but we do not generally do police records searches by name. Do you have any other information on the location (Was it in Lawrence?), or circumstances of her death?

Best,

Patrick

Patrick Compton
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