

Board of Trustees, District No. 20 Walla Walla Community College Board Meeting Agenda Board Room (161) | WWCC Walla Walla Campus Tuesday | November 5, 2024 | 10:30 a.m.

To connect to the Tuesday, November 4, 2024 Board Meeting virtually, go to ZOOM: <u>https://wwcc-edu.zoom.us/j/88366987463</u> or dial-in: 253/215-8782.

#### Special Board Meeting Agenda

#### All Times Are Estimates

- 10:30 a.m. Call to Order Mr. Tim Burt, Chair
- 10:31 a.m.
   Group Discussion: Relationship Building
   Discuss

   10:50 a.m.
   Consider Approval of Memorandum of Agreement Between Walla Walla Community College and the Confederated Tribes of the Umatilla Indian Reservation on Efforts to Enhance Native American Higher Education Opportunities
   Possible Action
   Tab 1
- 11:00 a.m.
   MOA Signing Ceremony

   (Water & Environmental Center)
- 11:30 a.m. Lunch Break
- 12:30 p.m. Adjourn

**Optional Tour** 

# MEMORANDUM OF AGREEMENT BETWEEN WALLA WALLA COMMUNITY COLLEGE AND THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION ON EFFORTS TO ENHANCE NATIVE AMERICAN HIGHER EDUCATION OPPORTUNITIES

#### Parties to the Agreement

This Memorandum of Agreement (Agreement) is between Walla Walla Community College (WWCC), an institution of higher education in the State of Washington, located at 500 Tausick Way, Walla Walla, Washington and the Confederated Tribes of the Umatilla Indian Reservation (CTUIR).

## Legal Effect of Agreement

This Agreement is a formal expression of the purposes and intent of WWCC and CTUIR. Nothing in this Agreement shall be construed to impose obligations on or bind the parties. It does not confer, grant or authorize any rights, privileges or obligations to any organization or person. By written concurrence of both parties, it may be amended by the modification or deletion of any provision or by the addition of new provisions. This Agreement is executed by the signatories in both an individual and representative capacity and shall remain in effect until an affirmative action is taken to amend or rescind it.

## **Purpose and Scope**

This Agreement is intended to facilitate collaboration with a focus on Native American Studies and Native American education, recruitment, and retention efforts at WWCC which will mutually benefit the signing parties. This Agreement is not intended to alter existing and on-going relationships between WWCC and the CTUIR, but rather to provide a framework to:

- identify areas of mutual educational and/or cultural interest
- facilitate the successful transition of CTUIR students from secondary school to higher education by collaborating on scholastic activities including but not limited to:
  - campus orientation
  - summer college prep classes
- facilitate the identification of CTUIR staff who have expertise to contribute to these areas of mutual interest
- assist in information exchanges within these areas of interest
- partner in activities, trainings, programs, etc. that highlight the historical significance of CTUIR customs, languages, and cultural impacts within the community with educational/storytelling exchanges led by CTUIR
- enhance WWCC support of Native American students including, but not limited to, efforts involving outreach, admissions, recruitment, retention, financial aid, academic advising, internship opportunities, and creation of a Native American student liaison and/or an Advisory Board.

#### **CTUIR Interests and Authorities**

The Board of Trustees (Board) is the governing body of the CTUIR pursuant to the authority in Article VI, Section 1, of the Constitution and Bylaws of the Confederated Tribes of the Umatilla Indian Reservation, adopted on November 4, 1949, and approved by the Secretary of Interior on December 7, 1949, as amended. The Board, pursuant to Article VI, Section 1(d) of the Constitution, holds the authority "to promulgate and enforce ordinances governing the conduct of all persons and activities within the boundaries of the Umatilla Indian Reservation."

The CTUIR is federally recognized. Under the terms of the treaty of June 9, 1855, between the United States and the Cayuse, Umatilla, and Walla Walla Tribes, the CTUIR retains perpetual reserved rights in land and resources located both on and off the Umatilla Indian Reservation. Because of these Treaty reserved rights, the CTUIR also retains jurisdiction over tribal members exercising treaty rights on and off the Reservation, its Reservation lands, and matters affecting the social, economic, or political welfare of the Tribe. In addition to the rights and duties of the CTUIR derived from the Tribes' inherent sovereignty, it holds additional authorities described in federal and state statutes. The CTUIR exercises these rights and duties in a manner that is consistent with protecting its Treaty reserved rights and resources and promoting the physical, spiritual, and economic well-being of Tribal members.

The CTUIR is interested in enhancing opportunities for CTUIR members to obtain higher education in the region and to provide greater avenues for members to learn for themselves, and to educate others about CTUIR language, history, and culture.

#### **WWCC Interests and Authorities**

The Board of Trustees of Community College District No. 20 is the governing body of WWCC pursuant to the authority in RCW 28B.50.140. The Board, pursuant to Board Policy 1370, delegates the authority to exercise in the name of the Board all of the powers and duties vested in or imposed upon the Board by law, including all powers granted to the Board as governing body in RCW 39.34 or any other statute to the President of the College.

WWCC's Mission Statement notes, WWCC "removes barriers to access, provides high quality educational experiences, and facilitates equitable learning and success to cultivate thriving rural communities". As part of this mission, the College is committed to helping our students understand the history of the first people who lived in this region, and the emergence of the College. The College is also committed to sharing, where appropriate, our resources with our region and the communities to which we are connected. With all of this in mind, and recognizing that our college exists on territory ceded under the Treaty of 1855, through this Agreement we seek to develop a robust, multifaceted, mutually rewarding, and beneficial working relationship with the CTUIR.

## **CTUIR Responsibilities**

- 1. The CTUIR agrees to pursue funding opportunities with WWCC on topics that are of mutual benefit.
- 2. The CTUIR agrees to collaborate with WWCC to support the delivery of courses, which may include areas such as local tribal history, CTUIR-specific history, and Sahaptin or other languages, as well as educational experiences such as new student orientation and service-learning trips by fostering access to, and assisting in vetting, materials for use.
- 3. The CTUIR agrees to collaborate with and support WWCC in the development of an Indigenous/Native American student liaison and/or Advisory Board and enhancement of its

Indigenous/Native American student support efforts including outreach, admissions, recruitment, orientation, financial aid, academic advising, retention, and internships.

4. To work toward the elimination of discrimination in all aspects of our relationship.

#### **WWCC Responsibilities**

- 1. WWCC agrees to pursue funding opportunities with the CTUIR on topics that are of mutual benefit.
- 2. Through the College's normal curriculum development processes, WWCC agrees to explore with CTUIR the delivery of courses, which may include areas such as local tribal history, CTUIR-specific history, and Sahaptin or other languages, as well as educational experiences such as service-learning trips.
- 3. WWCC agrees to utilize qualified CTUIR staff as possible instructors of record pursuant to all applicable recruitment and hiring processes.
- 4. WWCC agrees to collaborate with CTUIR toward the development of an Indigenous/Native American student liaison and/or Advisory Board and enhancement of its Indigenous/Native American student support efforts including outreach, admissions, recruitment, orientation, financial aid, academic advising, retention, and internships.
- 5. To work toward the elimination of discrimination in all aspects of our relationship.

#### Contacts

The primary CTUIR point of contact for this Agreement will be the Director of the CTUIR Department of Education. Correspondence to the CTUIR concerning this Agreement should be addressed as follows:

Jaimie Crane Director, Department of Education Confederated Tribes of the Umatilla Indian Reservation 46411 Ti'mine Way Pendleton, OR 97801 (541) 429-7823; FAX (541) 276-6543

The primary WWCC point of contact for this Agreement will be the WWCC Director for Connection & Belonging. Correspondence to WWCC concerning this Agreement should be addressed as follows:

Dr. Allen Sutton Director, Connection & Belonging Walla Walla Community College 500 Tausick Way Walla Walla, WA 99362 (509) 394-6421 / (509) 759-0289; FAX (509) 527-4249

#### **Terms and Conditions**

- 1. This Agreement in no way alters, restricts, or supersedes other policies, authorities, treaties, or jurisdictions of WWCC or the CTUIR.
- 2. The Parties shall abide by all applicable laws.
- 3. This Agreement may be amended or revised in writing by the authorized officials of both Parties.
- 4. This Agreement shall become effective upon the date of the latest signature below and continue for a term of four (4) years. This Agreement is subject to renewal for successive two-year terms upon the mutual written agreement of the Parties. Either Party may

terminate this Agreement by providing thirty (30) days written notice by the authorized official to the other Party.

- 5. Disputes regarding the completion of the terms of this Agreement shall be resolved between the Parties. Each Party agrees to work together in good faith to resolve disputes. In the event the Parties fail to resolve a substantive dispute, either Party may elect to terminate this Agreement.
- 6. The Parties agree for regular meetings to occur no less than once (1) a year for the purpose of reviewing this Agreement and the performance under this Agreement and to update any changes in persons designated as points of contact.

# THE UNDERSIGNED PARTIES HEREBY AGREE TO ENTER INTO THIS MEMORANDUM OF AGREEMENT.

#### CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION (CTUIR)

By			
•	Gary I. Burke	Date	
	Chairman, CTUIR Board of Trustees		
By			
Ъу	Boots Pond	Date	
	CTUIR Board of Trustees Representative,		
	Education and Training Committee		
Ву			
	Jaimie Crane	Date	
	Director, CTUIR Department of Education		
WAL	LA WALLA COMMUNITY COLLEGE (	WWCC)	
		,	
By			
	Dr. Chad Hickox	Date	
	President, WWCC		
By			
,			

Date

Tim Burt

Chair, WWCC Board of Trustees