

MEMORANDUM OF AGREEMENT  
BETWEEN  
WHITMAN 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 Whitman College (Whitman), an institution of higher education in the State of Washington, located at 345 Boyer Avenue, 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 WHITMAN 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 on the development of curriculum with a focus on Native American Studies, and Native American education, recruitment, and retention efforts at WHITMAN which will mutually benefit the signing parties. This Agreement is not intended to alter existing and on-going relationships between WHITMAN and the CTUIR, but rather to provide a framework to:

- identify areas of mutual educational and research interest,
- facilitate the successful transition of CTUIR students from secondary school to higher education by collaborating on scholastic activities including:
  - 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,
- enhance WHITMAN support of Native American students including, but not limited to, efforts involving outreach, admissions, recruitment and retention, financial aid, academic advising, internship opportunities, and creation of a Native American student liaison.

## **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 to 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.

## **WHITMAN Interests and Authorities**

The Provost will act as the point of contact for WHITMAN to undertake the endeavors of this Memorandum of Agreement. WHITMAN is committed to providing our students with an excellent, well-rounded liberal arts and sciences undergraduate education, which our Mission Statement notes is “intended to foster intellectual vitality, confidence, leadership, and the flexibility to succeed in a changing technological, multicultural world.” As part of that educational role, the College is committed to helping our students understand the history of Marcus and Narcissa Whitman and the people they lived with, 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**

- A. The CTUIR through the Department of Education and in collaboration with other CTUIR departments, will annually provide WHITMAN with a list of staff within the Tribal organization that have interest in collaboration, starting with language, history, law, and culture research and education. This list will be annotated with the

backgrounds and professional interests of the individuals and will provide contact information.

- B. The CTUIR agrees to pursue funding opportunities for joint efforts with WHITMAN on topics that are of mutual benefit.
- C. The CTUIR agrees to work with WHITMAN to ensure potential instructors in CTUIR Languages are qualified to teach those subjects.

## **WHITMAN Responsibilities**

- A. WHITMAN will annually provide the CTUIR a list of staff within the College who have an interest in working on projects of significance to the CTUIR. Staff in other colleges and/or universities will be added to the list as needed. The list will be annotated with the backgrounds and professional interests of the individuals and will provide contact information.
- B. WHITMAN agrees to actively pursue funding opportunities for joint research efforts with the CTUIR on topics that are of mutual benefit.
- C. WHITMAN faculty, through the College's normal curriculum development processes, will work with CTUIR in developing 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.
- D. WHITMAN will seek to utilize qualified CTUIR staff as possible teachers of record.
- E. WHITMAN will work to enhance its Native American student support efforts and specifically work toward the development of a Native American student advisor, and increase efforts regarding Native American outreach, admissions, recruitment and retention, financial aid, academic advising, and internships.

## **Contacts**

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

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 point of contact for WHITMAN on technical or administrative matters concerning the Agreement will be the WHITMAN President or his/her designee. Correspondences to WHITMAN concerning this Agreement should be addressed as follows:

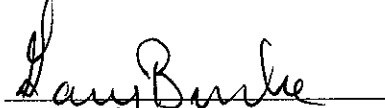
Office of the President  
345 Boyer Ave  
Whitman College  
Walla Walla, WA 99362  
509-527-5111; FAX: (509) XXX-XXXX  
president@Whitman.edu

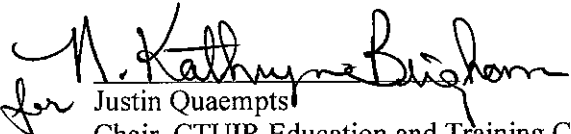
## Terms and Conditions

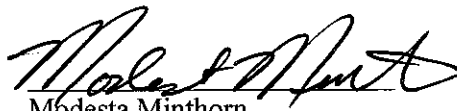
- A. This Agreement in no way alters, restricts or supersedes other policies, authorities, treaties, or jurisdictions of WHITMAN or the CTUIR.
- B. The parties shall abide by all applicable laws.
- C. This Agreement may be amended or revised in writing by the authorized officials of both Parties.
- D. This Agreement shall become effective upon the date of the latest signature below and continue for a term of four 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 30 days written notice by the authorized official to the other Party.
- E. 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, the either party may elect to terminate this agreement.
- F. The Parties agree for regular meetings to occur no less than once 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

By  5-19-17  
Gary Burke Date  
Chairman, CTUIR Board of Trustees

By  5/19/17  
Justin Quaempts Date  
for Chair, CTUIR Education and Training Committee

By  5/19/17  
Modesta Minthorn Date  
Director, CTUIR Department of Education

WHITMAN COLLEGE

By  5/19/17  
Brad McMurchie Date  
Chair, Whitman College Board of Trustees

 5/19/17  
Kathleen Murray Date  
President, Whitman College

 5/19/17  
Alzada Tipton Date  
Provost and Dean of Faculty, Whitman College