

# INSTRUCTIONAL CREDIT AND ADMISSION AGREEMENT

Between

**THE UNIVERSITY OF NORTH CAROLINA ASHEVILLE**

And

**THE UNITED SOUTH AND EASTERN TRIBES**

## 1. Parties

The parties of this Instructional Credit Agreement (“Agreement”) are the **UNIVERSITY OF NORTH CAROLINA ASHEVILLE** located in ASHEVILLE, NC (hereinafter referred to as “**UNC ASHEVILLE**”) and the **UNITED SOUTH AND EASTERN TRIBES**, located in Nashville, Tennessee (hereinafter referred to as “**USET**”) (collectively, the “Parties”).

## 2. Purpose and Location

The purpose of this Agreement is to provide for the terms and conditions under which **UNC ASHEVILLE** may offer courses to enrolled citizens of **USET** member Tribal Nations beginning in August 2018. The Agreement is to be reviewed and updated by the Parties every two (2) years.

## 3. The Parties agree that the following shall be essential terms and conditions of this Agreement.

- I. **UNC ASHEVILLE** offers courses to enrolled citizens of **USET** member Tribal Nations.
- II. **UNC ASHEVILLE** shall set aside a minimum of 20 enrollment slots for the Fall semester and a minimum of 20 enrollment slots for the Spring semester for **USET** Tribal Nation member students who meet the minimum academic requirements for enrollment. **USET** member Tribal Nations must provide adequate documentation that the student is an enrolled citizen of the **USET** member Tribal Nation.
- III. Upon the recognition of **USET** by the **UNC ASHEVILLE** Board of Trustees by resolution, **UNC ASHEVILLE** shall consider any nonresident undergraduate student receiving a full scholarship from a **USET** member Tribal Nation to be a resident student for tuition and all other purposes. For purposes of this paragraph, a full scholarship is a grant, pledge or guarantee in an amount calculated to cover no less than tuition, required fees and on-campus room and board for the

academic year during which the student is to be considered a resident. However, funds secured by the student from other sources (e.g. federal financial aid, other external scholarships, etc.) may reduce or eliminate the **USET** member Tribal Nation's requirement to provide the full amount of financial assistance granted, pledged or guaranteed.

**NOTE:** Per North Carolina law, it is a requirement that there be in place an upfront financial pledge and/or guarantee in order for a student to be eligible for the in-state tuition benefit contemplated by this Agreement. While this section recognizes that a **USET** member Tribal Nation may not be in a position to provide full financial support for applicable tuition, required fees and on-campus room and board, and allows for other financial aid/support to qualify as acceptable aid, the **USET** member Tribal Nation would still be financially responsible for any remaining tuition, required fee and room and board balance should the student not secure 100% financial aid/support from non-Tribal Nation sources. If the **USET** member Tribal Nation is not comfortable with this potential financial exposure, it is strongly advised that the **USET** member Tribal Nation should reconsider its participation within this program.

- IV. **UNC ASHEVILLE** shall defer all student charges at the beginning of each term and not putge **USET** Tribal Nation member students for non-payment of student accounts. **UNC ASHEVILLE** shall invoice the **USET** member Tribal Nation directly for tuition, fees, books and supplies, room and board for the **USET** Tribal Nation member students enrolled at **UNC ASHEVILLE** after the "Drop/Add" period to ensure any necessary class, student changes, charges and scholarships, and/or grants have been applied. The invoice will be on the basis of the number of **USET** Tribal Nation member students registered at the current applicable resident tuition rate. Student tuition and fees are subject to change by the University of North Carolina Board of Governors and/or the **UNC ASHEVILLE** Board of Trustees without notice to **USET** member Tribal Nations.
- V. **USET** Tribal Nation member students who enroll for **UNC ASHEVILLE** courses must meet standard admission and registration requirements of **UNC ASHEVILLE**.
- VI. **USET** agrees to help identify and recruit eligible students annually by allowing a **UNC ASHEVILLE** representative to attend appropriate college recruitment events at designated locations and present at **USET** Board of Director's meetings, including the **USET** Education Committee. Any vendor or registration fees related to **UNC ASHEVILLE** representatives attending **USET** meetings/conferences shall be waived during the term of this Agreement. **UNC**

**ASHEVILLE** will develop methods to appropriately track **USET** Tribal Nation member students throughout the admissions process and subsequent student enrollment.

- VII.** The **USET** member Tribal Nation shall provide **UNC ASHEVILLE** per year a schedule via Cost Memorandum (“annual Cost Memorandum”) of allowable university education cost amounts that will be covered by the **USET** member Tribal Nation after all potential funding sources have been applied, when applicable. All qualifying scholarships/grants shall be applied to the student’s allowable costs first. Any charges outside this yearly schedule of allowable costs shall be at the student’s expense. Loans and college work study allowances are not to be counted toward a student’s allowable costs and shall be the responsibility of the student to secure. After all tuition, fees, books and supplies, room and board expenses have been met, all excess funds (except student loans) shall be returned to the student. In addition, the **USET** member Tribal Nation shall provide the **UNC ASHEVILLE** designee a list of approved costs for housing and meal plans each year. Students will be allowed to select room and meal plans above the approved cost; however, additional fees above the outlined amount in the memorandum will be the student’s responsibility to pay.
- VIII.** Funding providers shall make payment to **UNC ASHEVILLE** for all students’ charges described in the **UNC ASHEVILLE** invoice (direct bill) not to exceed the outlined approved allowable amounts in the annual Cost Memorandum. **USET** member Tribal Nations shall require a point of contact with **UNC ASHEVILLE** to assist with questions or issues that may arise with the **UNC ASHEVILLE** Financial Aid Office, Office of Admissions, and Billing Office. **USET** will also establish a point of contact for inquiries and directions for **USET** member Tribal Nations.
- IX.** **USET** member Tribal Nations will provide **UNC ASHEVILLE** a list of applicants who are members of the **USET** member Tribal Nations.
- X.** **USET** shall collaborate with **UNC ASHEVILLE** to jointly coordinate and develop appropriate programming and research projects for **UNC ASHEVILLE** faculty and students in areas such as economic development, environmental sustainability, health and wellness, language revitalization and linguistic development, along with other tribal sovereignty initiatives, so that students will gain experience and help support ongoing initiatives in said fields. Appropriate **UNC ASHEVILLE** entities identified to aid in supporting the faculty program may include the North Carolina Center for Health and Wellness (NCCHW) and the National Environmental Modeling and Analysis Center (NEMAC); additional support may come from the Eastern Band of Cherokee Indians or **USET**

member Tribal Nations as well as the Cherokee Preservation Foundation. Any **USET** member Tribal Nation shall have access to **UNC ASHEVILLE**'s Chief Research Officer and Grants Manager upon request in writing.

- XI.** **USET** agrees to commit to help develop and support programmatic initiatives designed to educate campus and the broader Asheville community on issues related to **USET**. This can include, but is not limited to, education programming in the areas of arts, crafts, dance, storytelling, tribal governance and issues related to tribal sovereignty and U.S. federal relations as mutually agreed upon by **UNC ASHEVILLE** and **USET**.

#### 4. Academic Support

- I.** To the extent practicable, **UNC ASHEVILLE** shall ensure that **USET** Tribal Nation member students enrolled in Fall or Spring semesters of their freshman year be automatically enrolled in **UNC ASHEVILLE** undergraduate retention programs to help support and retain **USET** Tribal Nation member students.
- II.** **UNC ASHEVILLE** shall work with its faculty and administration to modify the existing American Indian & Indigenous Studies minor so that it incorporates curriculum specific to students who matriculate from **USET** member Tribal Nations.
- III.** **UNC ASHEVILLE** shall appoint a contact person for all activities related to **USET** Tribal Nation member students ("**USET** Contact"). This position shall designate significant portions of the position's work time and/or academic responsibilities to help monitor the relationship between the Parties and to work directly with **USET** Tribal Nation member students. Specifically, the **USET** Contact will:
  - 1.** Act as a primary academic advisor for all **USET** Tribal Nation member students during their first full academic year at **UNC ASHEVILLE**.
  - 2.** Act as the primary point of contact for financial, admissions, and other related topics with the **USET** member Tribal Nations.
  - 3.** Guide **USET** Tribal Nation member students in regards to the maintenance of related financial and academic requirements with the **USET** member Tribal Nation in order to stay in good standing at **UNC ASHEVILLE**.

4. Assist in the coordination of tutoring and provision of other academic support programs for **USET** Tribal Nation member students at **UNC ASHEVILLE**. Assist in the coordination of tutoring and provision of other academic support programs, such as the voluntary Native American Student Association and the voluntary Native American mentoring program for **USET** Tribal Nation member students at **UNC ASHEVILLE**.
5. **UNC ASHEVILLE** is committed to supporting national native associations such as American Indian Science and Engineering Society (AISES) and any other related native associations.

**UNC ASHEVILLE** agrees to provide funding for the appointed contact to attend an annual conference related to the recruitment and retention of Native American students on college campuses.

5. No person on the basis of race, color, religion, gender, age, disability, veteran status, sexual orientation, gender identity, genetic information or national origin will be excluded from participation in or denied benefits of or otherwise subject to discrimination in the performance of this Agreement.
6. This Agreement may be canceled at any time by either party upon written notice provided at least thirty (30) days prior to the beginning of the next academic semester.
7. This Agreement shall be for a period of three (3) years, and may be renewed for four (4) successive one (1) year periods unless terminated by either Party. If either or both Parties terminate the Agreement prior to its expiration, **UNC ASHEVILLE** shall allow currently-enrolled **USET** Tribal Nation member students to enjoy the Agreement's benefits (e.g. in-state residency status) through the duration of their matriculation.
8. The terms set forth in this Agreement supersede any and all previous contracts, which may be in force.
9. It is expressly acknowledged by the Parties that they are independent contractors and nothing in this Agreement is intended or shall be construed to create an employer/employee relationship, partnership or a joint venture relationship so as to allow one Party to exercise control or direction over the manner or method by which the other Parties perform the services which are the subject matter of this Agreement. Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other Party. Neither Party, nor any other person performing services on behalf of such Party pursuant to this Agreement, shall have any right or claim against the other

'Party for Social Security benefits, workers' compensation benefits, disability benefits, unemployment insurance benefits, health insurance benefits, paid time off, or any other employee benefit.

10. Nothing in this agreement constitutes a waiver of sovereign immunity for either **USET** or **UNC ASHEVILLE**.

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives set their signatures.

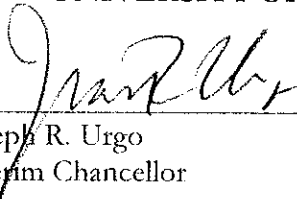
**THE UNITED SOUTH AND EASTERN TRIBES**



Kirk Francis  
President

DATE: 2-5-18

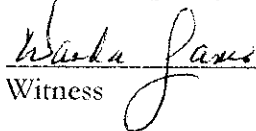
**UNIVERSITY OF NORTH CAROLINA ASHEVILLE**



Joseph R. Urgo  
Interim Chancellor

DATE: 2-5-18

Acknowledged by:



Witness

DATE: 2-5-18