

MEMORANDUM OF AGREEMENT

For Collaboration Regarding Educational Services, Research, and Economic Development

By and Between

The Shoshone-Bannock Tribes and Idaho State University

THIS MEMORANDUM OF AGREEMENT (MOA) is entered into by and between the Shoshone-Bannock Tribes (Tribes) and Idaho State University (ISU) with mutual interests supported by the following:

WHEREAS the Tribes are a sovereign nation responsible to its tribal members with an interest in enhancing educational opportunities, research, and economic development for the benefit of said tribal members; and

WHEREAS ISU is located within the original Fort Hall Reservation boundaries, on lands ceded in the 1888 Cession Act; and

WHEREAS ISU is a public doctoral research university providing a broad range of educational services to a culturally diverse population of students and to the State of Idaho, serving the current and emerging needs of the state and region through its wide range of education, research, and public service programs for students, the Tribes, the general public, public agencies, and private industry; and

WHEREAS ISU and the Tribes seek to establish and maintain a long-term relationship to collaborate, communicate, coordinate, and work cooperatively to advance their mutual interests in enhancing and developing new education and training opportunities, research, and economic development for members of the Tribes; and

WHEREAS ISU and the Tribes shall work to promote a positive campus atmosphere which values cultural diversity, and shall treat all parties with respect through open communication and collaboration; and

WHEREAS the Tribes hold a vested interest in the successful education of its tribal members and the appropriate education of the ISU community regarding the Shoshone-Bannock Tribes.

NOW THEREFORE BE IT AGREED that ISU and the Tribes commit to proactively strengthen the relationships to improve and enrich the quality of educational services, research, and economic development opportunities provided to and by the Tribes and ISU; and

ISU and the Tribes hereby agree that, in going forward, they will mutually support and adhere to the following principles, and in exerting their best efforts in doing so, agree as follows:

I. FORMAL GOVERNMENTAL CONSULTATION: Commit to regular meetings between the leadership of ISU and the leadership of the Tribes.

A. The parties shall establish annual meetings between the President of ISU and the Fort Hall Business Council (FHBC). The meetings shall occur each summer, with a formal agenda developed and agreed upon prior to the annual meeting. Both parties may bring additional staff, as appropriate.

1. The President of ISU and the FHBC shall annually review the Strategic Priorities to determine the areas of focus for the Tribal/University Advisory Board for the coming year.

II. TRIBAL/UNIVERSITY ADVISORY BOARD: Commit to establishment of a Tribal/University Advisory Board for the purpose of providing oversight of the Strategic Priorities attached to this MOA, to include making recommendations for changes and/or adjustments, short and long-term planning, and the monitoring and evaluation of the Strategic Priorities.

A. The parties shall establish a Tribal/University Advisory Board as follows:

1. Membership shall include four (4) designees from the Tribes; four (4) designees from ISU; and two (2) Shoshone-Bannock students currently enrolled at ISU.
2. Members shall serve for the duration of the MOA, with student representatives serving a minimum of (1) year terms.
3. Meetings shall take place quarterly, at a minimum, or more frequently as necessary and develop mutually agreed upon agendas, and ISU and the Tribes shall alternate hosting the Advisory Board meeting.
4. The Tribal/University Advisory Board shall report to the ISU President and the FHBC at their annual meeting. They shall prepare prioritized list of recommended areas of focus for the coming year. The priorities will primarily be developed based on the Strategic Priorities in the MOA Appendix.
5. The Advisory Board shall set their own management and operating procedures on a consensus-based decision-making process.

III. COMMUNICATIONS: Commit to establishing clearly defined processes for open and frequent communication between the two parties.

- A. The parties agree that regular and ongoing meetings between staff of the Tribes and staff of ISU is a necessity. Such meetings will occur as frequently as needed to accomplish common goals and facilitate improved relations.
- B. ISU and the Tribes shall each designate their own primary point of contact who shall be responsible for relaying all communications to their respective leadership, and coordinate action within their organization. They shall also be responsible for updating the Tribal/University Advisory Board on current collaboration efforts.
 - 1. Recognizing that organizational and employee changes occur, each party will provide the other party with a list of names and titles for the following positions, on an annual basis, or as designation changes:
 - a) For the Tribes, the primary point of contact(s) is the Tribal Policy Analyst who and will be responsible for policy or government-to-government relations; and the person(s) responsible for Tribal Education Departments.
 - b) For ISU, the primary point of contact(s) is the person(s) responsible for the policy or government-to-government relations; and the Native American Student Advisor/Coordinator.
- C. ISU and the Tribes commit to the sharing of non-confidential information and working to ensure all efforts are successful; and, whenever possible, both parties shall make every effort to provide notification of employment, education, and training opportunities.

IV. RESEARCH, PRESERVATION, PROTECTION, AND MANAGEMENT: Commit to working together in the establishment of mutually agreeable protocols for research, and in the areas of preservation, protection, and management.

- A. Commit to establishing mutually agreeable protocols for research related to or involving the Tribes, as well as increasing greater academic discourse between ISU and the Tribes.
- B. Commit to working together in areas of preservation, protection, and management, including archival, conservation and curation, preservation of native languages, and assistance on general museum studies.

V. DIVERSITY: Commit to campus-wide diversity initiatives that provide increased Native American cultural awareness, and hiring diverse qualified faculty, staff, and administrators who are representative of the Native American population.

- A. ISU's Office of Equity and Inclusion will work with the Tribes to develop appropriate cultural diversity training for administrators, faculty, staff, and students.
- B. ISU will work to provide increased opportunities for representation of Native Americans in faculty, staff, and administrator positions. This includes ensuring that the Tribes have an opportunity to participate on search committees where there is a specific focus on Native American student services, Native American academic programs or positions.
- C. ISU and the Tribes recognizes the value of supporting cultural events hosted at ISU and public events at Fort Hall.
- D. ISU and the Tribes will work to create an open and honest discourse on culture, race and Native American current issues to advance student, university, and community awareness and education.

VI. INDIGENOUS PEOPLES DAY: Commit to a campus recognition and celebration of indigenous peoples.

- A. ISU shall designate the second Monday of October as Indigenous Peoples Day and plan campus events consistent with a day of recognition and celebration.
- B. The Tribes will assist with, and be a part of, such recognition and celebration.

VII. DURATION, REVIEW, TERMINATION, and MODIFICATION: Commit to periodically review and modify, as necessary, the terms of the MOA.

- A. As the relationship between the Tribes and ISU evolves, the parties will periodically review this MOA to determine its effectiveness, progress on commitments, and whether any modifications or adjustments are necessary.
- B. This MOA is executed as of the date of signing, and will remain in effect for five (5) years, at which time it will expire, unless extended in writing by mutual consent, and signed and dated by all parties. All written requests for modifications shall be submitted thirty (30) days prior to implementation of the requested change(s).
- C. The Advisory Board shall conduct an annual review of the MOA and attached Strategic Priorities, and shall provide recommendations on effectiveness, progress on commitments, and to determine if any modifications are necessary.
- D. The parties agree neither the execution of this Agreement, nor any provision contained herein, shall act, nor be interpreted to act, as a waiver of the sovereign immunity of the

Shoshone-Bannock Tribes. The Shoshone-Bannock Tribes hereby specifically preserves and maintains its sovereign immunity and any and all rights appurtenant thereto.

IN WITNESS THEREOF, the authorized signatures of the parties have executed this MOA as of the last date below.

SHOSHONE-BANNOCK TRIBES

IDAHO STATE UNIVERSITY

Nathan Small 4/9/19

Nathan Small, Chairman Date
Fort Hall Business Council
Shoshone-Bannock Tribes

Kevin Satterlee 4-9-19

Kevin Satterlee, President Date
Idaho State University



APPENDIX

STRATEGIC PRIORITIES

Recognizing that it will take time to accomplish the many Strategic Priorities, each year the President of ISU and the Fort Hall Business Council (FHBC) will prioritize which areas the Tribal/University Advisory Board will focus on first.

STUDENT SERVICES: Commit to student service initiatives which improve the success of Shoshone-Bannock Tribal students.

- A. ISU will work to ensure the Native American Student Center has appropriate space and services to ensure it is a welcoming environment, and staff are trained and able to support and meet the unique cultural needs of all Native American students.
- B. ISU will work to ensure student support services (i.e., student ambassadors, peer mentors, and peer advisors) engage current or perspective students.
- C. The Tribes will work to provide tutoring support at the Human Resource Development Center (HRDC) Library, or at a place designated by the Tribes.
- D. The Tribes will work to provide internet access and computers to the Tribes' ISU students at the HRDC Library, or at a place designated by the Tribes.
- E. ISU and the Tribes will work collaboratively to ensure housing options exist for Native American students.
- F. ISU and the Tribes will work collaboratively to identify viable transportation options for students.

ACCESS: Commit to developing initiatives that increase and expand access for Shoshone-Bannock Tribal students to participate and enroll in programs at ISU.

- A. ISU will work to maintain a tuition and fee model that increases access and opportunity for students of the Tribes.
- B. ISU will work to identify mechanisms to improve retention and graduation rates for students of the Tribes by exploring opportunities such as credit for prior learning, scholarships, internships, and work-study opportunities.
- C. The Tribes will identify educational needs and ISU will work to identify programs and reserve seats for students of the Tribes.

- D. ISU will work with the Tribes to establish a schedule of college information sessions for middle/junior and senior high schools that primarily serve students of the Tribes.
- E. The Tribes will work to provide ISU access to schools under their responsibility and purview.

PROGRAMS: Commit to ensure development of existing and essential non-existing academic programs and curriculum to benefit Tribal students and the Tribes.

- A. The Tribes have identified the following programs, which would increase the educational attainment of Tribal members and enhance the workforce:
 - Hospitality & Management
 - Public Health and Medical Services
 - Teacher Education
 - Native American Studies Programs/Anthropology
 - Psychology & Social Work
 - Biological & Natural Resources
 - Business (Accounting, Finance, Human Resources)
 - IT/Data Management
 - Workforce Development
- B. ISU will work to evaluate the capacity of the programs identified above, and where possible work to ensure a certain number of seats are available for eligible members of the Tribes.
- C. Both parties will work to evaluate opportunities for offering courses and programs in the identified areas of priority at the Fort Hall Reservation.
- D. Both parties will work to develop an ISU outreach campus at the Fort Hall Reservation.
- E. Both parties will work to identify opportunities for training seminars, workshops, and short-term certificates and implement programs for the Tribes employees.
- F. Both parties recognize the importance of funding to achieve and support the goals identified in this agreement, particularly for the enhancement and development of programs, and both parties shall work to ensure appropriate funding is identified and allocated to support these efforts.

RESEARCH, PRESERVATION, PROTECTION, AND MANAGEMENT: Commit to establishing mutually agreeable protocols for research related to or involving the Tribes, as well as increasing greater academic discourse between ISU and the Tribes.

- A. Both parties will work to develop and advance mutually beneficial research collaborations by establishing agreements with relevant Departments of the Tribes.
- B. Both parties will work to establish protocols for faculty and students conducting research that impact tribal people and resources.
- C. Both parties will work to develop joint conference opportunities between ISU and the Tribes that enhances the academic discourse between the parties
- D. ISU will work to identify ways the Idaho Museum of Natural History (IMNH) at ISU can work collaboratively in the areas of preservation and support. IMNH is the official Archaeological Survey of Idaho Eastern Repository and is responsible for curation of archaeological and historical items, including Native American and tribal items, managed under Federal laws including Archaeological Resources Protection Act of 1979 and the Native American Graves and Repatriation Act of 1990 (as amended). The IMNH also works closely with the Office of the State Historic Preservation Officer of Idaho. The IMNH adheres to all regulations concerning archaeological materials, including but not limited to: 36 CFR 79, 43 CFR 3, 43 CFR 7, and 43 CFR 10.
- E. ISU will work to provide assistance and training for language instruction for Tribal Language instructors, and will support the Tribal efforts in Native Language Preservation as requested.
- F. The Tribes will work with their Language & Cultural programs to identify educational opportunities for the ISU and the Fort Hall campus.
- G. ISU will work to provide assistance and training for museum related management to the Tribes staff when requested by the Tribes.

DIVERSITY: Commit to campus-wide diversity initiatives that provide increased Native American cultural awareness, and to hiring diverse qualified faculty, staff, and administrators who are representative of the Native American population.

- A. ISU will work to promote events happening at Fort Hall, and the Tribes will promote events happening at ISU.
- B. ISU will work with the Tribes to provide workshops and speaker opportunities that support and acknowledge the challenges of Native American students to gain higher education and maintaining their tribal connections.
- C. ISU's Diversity Office will work with the Tribes to develop appropriate cultural diversity training for administrators, faculty, staff, and students.
- D. ISU will work to provide increased opportunities for representation of Native Americans in faculty and staff positions.

GUIDELINES TO ESTABLISH
TRIBAL/UNIVERSITY ADVISORY BOARD

The Tribal/University Advisory Board (TUAB) has a unique role in this Memorandum of Agreement as they are tasked with responsibility for oversight of the Strategic Priorities; making recommendations to revise, update and identify new priorities; creating and implementing short- and long-term plans; and monitoring and evaluating the Strategic Priorities.

For the purposes of establishment of the TUAB, basic guidelines are as follows:

Process to establish of TUAB members:

- The Tribes will identify four (4) designees who will serve five year (5) terms, and shall be appointed by resolution.
- ISU will identify four (4) designees who shall serve five (5) year terms identified and appointed by the President.
- The ISU Native American Coordinator shall identify Shoshone-Bannock Tribal students to be nominated to serve on the board. The process will be established using existing ISU standards for participation in student organizations (i.e., must be in good standing, etc.). The Native American Coordinator will make recommendations to the President. Student representatives shall serve at least one (1) year, but may serve up to three (3) years.

Meetings:

Initial meeting: The first meeting shall take place within one month of signing of the MOA

- The TUAB shall set their own leadership and operating procedures using a consensus-based decision-making process.
- The TUAB shall prepare a prioritized list of the recommended areas of focus for the coming year. The priorities will be developed based on the Strategic Priorities in the MOA Appendix.
- Regular meetings shall take place quarterly, at a minimum, or more frequently as necessary. They shall develop mutually agreed upon agendas, and ISU and the Tribes shall alternate hosting the Advisory Board meeting.