



MEMORANDUM of AGREEMENT

For Collaboration Regarding Education, 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), hereafter referred to as the "Parties" 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 opportunities 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 regular and ongoing communication between staff of the Tribes and staff of ISU is a necessity; 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 Shoshone-Bannock Tribes commit to proactively strengthen their relationship to improve and enrich the quality of education research, and economic development opportunities provided to and by the Tribes and ISU; and

The Parties hereby agree that 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 a semi-annual meeting between the President of ISU and the Fort Hall Business Council (FHBC).
 - B. The meetings shall occur each fall and spring, with a formal agenda developed by the Tribal/ University Advisory Board (TUAB) co-chairs. Both Parties may bring additional staff, as appropriate.
 - C. The TUAB shall report annually to the ISU President and the FHBC. TUAB shall prepare a prioritized list of recommended areas of focus. The priorities will be developed based on the Strategic Priorities in the MOA Appendix.
 - D. The Parties shall annually review the Strategic Priorities at the spring meeting to determine the areas of focus for the TUAB for the next academic year.
- II. TRIBAL/UNIVERSITY ADVISORY BOARD:** Continue supporting the Tribal/University Advisory Board charged with providing oversight, advice and recommendations on the strategic priorities included in this MOA. TUAB composition guidelines are as follows:
 - A. TUAB Membership shall include two (2) co-chairs, each representing one of the Parties as part of their designee membership, as follows: four (4) designees from the Tribes; four (4) designees from ISU, including the Native American Student Services (NASS) leader or designee; and two (2) students who are Shoshone-Bannock members and/or descendants currently enrolled at ISU.
 1. Student designees are recommended to ISU leadership by the NASS Office.
 2. The Parties' designees are selected by institutional leadership and support their institutional leadership's priorities.
 3. Each designee is entitled to one (1) vote for each business item requiring a TUAB vote. A designee not physically present at a meeting may authorize a proxy vote (for synchronous decisions) with advanced written notice to the



Chairs OR the designee may vote via email in the event of an asynchronous vote.

4. TUAB leadership shall consist of two co-chairs appointed by the institutional leadership of each respective Party, and serve at the discretion of their respective institutions.
5. Meetings shall take place quarterly, at a minimum, or more frequently as necessary.
6. TUAB co-chairs jointly develop TUAB meeting agendas. If a co-chair disagrees with an agenda item proposed by the other co-chair, the item can be included on the agenda with a note of dissent.
7. The Parties shall alternate hosting the Advisory Board meeting, when possible.
8. The TUAB shall set its own management and operating procedures to guide a consensus-based decision-making process.
9. The university shall maintain minutes of each meeting. All minutes will be approved by the TUAB at scheduled meetings or via email.

- B. Institutional leadership of both Parties shall delegate reasonable responsibilities and resources to the appropriate entity (e.g., departments, programs), including monitoring and evaluating the implementation of the strategic priority focus areas recommended by TUAB and determined (or selected) by institutional leadership.

III. COMMUNICATIONS: Commit to continuing clearly defined processes for open and frequent communication between the two Parties through appropriate means.

- A. ISU and Tribal leadership shall each maintain their own primary point of contact who shall be responsible for relaying all communications to their respective leadership, and coordinate action(s) within their respective organization. They shall also be responsible for updating the TUAB on current collaboration efforts.
- B. 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.



- D. For the Tribes, the primary point of contact(s) is designated by the FHBC. This contact is usually the Tribal Education Program Manager or the Tribal Policy Analyst responsible for policy or government-to-government relations
- D. For ISU, the primary point of contact is the person(s) responsible for policy or government-to-government relations, as designated by the ISU President for purposes of this Memorandum.
- E. The Parties commit to the sharing of non-confidential information and working to ensure all efforts outlined in this Memorandum are successful; and, whenever possible, both parties shall provide notification of employment, education, and training opportunities.
- F. TUAB-approved meeting minutes, with associated action items and document attachments, will be shared with ISU and Tribal leadership within 45 days of each formal TUAB meeting.

IV. RESEARCH, PRESERVATION, PROTECTION, AND MANAGEMENT: Develop mutually agreeable protocols for Native American-related research, and in the areas of preservation, protection, and management by committing to the following:

- A. Increase academic discourse between ISU and the Tribes.
- B. Work together in areas that preserve, maintain, and revitalize the region's rich Indigenous cultures and languages. This includes initiatives focused on the preservation, protection, and management, while archiving conservation and curation efforts that preserve Indigenous languages, and museum collections, exhibits, and activities.

V. INCLUSIVITY: Commit to campus-wide inclusivity initiatives that provide increased Native American cultural awareness and full participation of enrolled members of Federally-recognized American Indian Tribes.

- A. TUAB will collaborate with the Tribes to develop and offer appropriate cultural educational opportunities for administrators, faculty, staff, and students.
- B. ISU will continue to provide increased opportunities for enrolled members of Federally-recognized American Indian Tribes in faculty, staff, and administrator positions. This includes ensuring that representatives from the Tribes have an opportunity to serve on search committees where there is a specific focus on



Native American Student Services, American Indian academic programs or positions.

- C. The Parties recognize the value of supporting cultural events hosted at ISU and public events at Fort Hall.
- D. The Parties will continue their work to create an open and honest discourse on culture, sovereignty and governance, and on current American Indian issues to advance student, university, and community awareness and education.

VI. INDIGENOUS PEOPLES DAY: Continue ISU's recognition and celebration of Indigenous peoples.

- A. As long as state and federal law allow, 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. ISU NASS, with the support of and in collaboration with the ISU Division of Student Affairs, is responsible for planning, organizing, funding and implementing related campus commemoration events.

VII. DURATION, REVIEW, TERMINATION, and MODIFICATION: The Parties commit to periodically review and modify, as necessary, the terms of this MOA.

- A. As the relationship between the Tribes and ISU continues to evolve, 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 requests for modifications shall be submitted in writing thirty (30) days prior to implementation of the requested change(s).
- C. 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.



SHOSHONE-BANNOCK TRIBES

Lee Juan Tendoy 4-9-25
Lee Juan Tendoy, Chairman DATE
Fort Hall Business Council
Shoshone-Bannock Tribes



**Idaho State
University**

IDAHO STATE UNIVERSITY

Robert W. Wagner
Robert W. Wagner, PhD, President DATE
Idaho State University

4/19/25
DATE