MEMORANDUM OF UNDERSTANDING
BETWEEN
THE IDAHO STATE EDUCATION AGENCY
AND
THE SHOSHONE-BANNOCK TRIBES

This Memorandum of Understanding, hereinafter referred to as "Agreement", is between Idaho State Department of Education, hereinafter referred to as "ISDE" and Shoshone-Bannock Tribes, hereinafter referred to as "Tribe", and is in effect from July 1, 2012 to June 30, 2013.

I. PURPOSE

The purpose of this Agreement is to establish a cooperative relationship and working procedures between ISDE and Tribe in the provision of special education and related services to eligible children in compliance with applicable federal, Tribal and state laws and regulations. Eligible children are those children, ages 3 to 5, with disabilities who reside within the State of Idaho.

The intent of this Agreement is to:

1. define which services will be provided by each party;
2. ensure that children eligible for special education services receive a free appropriate public education (FAPE), as required by law, in the least restrictive environment (LRE);
3. ensure that each party cooperatively maintains communication and shares leadership responsibilities to ensure available resources are used in the most effective manner; and
4. ensure that cooperative arrangements between ISDE and Tribe are developed, implemented, and preserved.

II. PROGRAM MANDATES

ISDE will be responsible for:

1. providing services to eligible children, ages 3–5, on a mandatory basis as defined by Public Law 108-446, Individuals with Disabilities Education Act (IDEA 2004; IDEIA);
2. providing eligible children a free appropriate public education (FAPE), including the development and implementation of an Individual Education Program (IEP), which contains all of the required components, as well as parental participation, procedural safeguards, and the provision of related services; and

3. determining and placing eligible children in the most appropriate setting, which shall be the least restrictive environment (LRE) with multiple opportunities to learn, develop, and form positive relationships with peers who do not have disabilities.

The Tribe will be responsible for:

1. supporting Child Find activities;
2. providing parent training, assist in childfind, screening and other procedures for the early identification of children; and
3. referring children who are suspected of having a disability to the LEA for diagnostic evaluation within established time frames.

ISDE and Tribe will be responsible for:

1. working closely with community and other agencies in order to provide effective services to eligible children;
2. working cooperatively with parents/legal guardians to develop and implement IEPs for eligible children; and
3. providing native language interpretation for families, as needed.

III. PROGRAM CONTACT INFORMATION

A. For ISDE:	B. For Tribe:
Richard A. Henderson State Director of Special Education Division of Special Education Division of Federal Programs Idaho State Department of Education 650 West State Street Boise, Idaho 83720 (208) 332-6800	Willow Abrahamson-Fox MSW Director, Early Childhood Programs Shoshone Bannock Tribes PO Box 306 Fort Hall, Idaho 83203 (208) 239-4500

IV. SPECIAL EDUCATION SERVICES

A. Child Find/Screening.

ISDE and the Tribe will:

1. participate jointly on Child Find teams to plan and assist with Child Find screening events for children, ages 3–5, who reside in the State of Idaho;
2. coordinate the screening process and procedures, as well as the selection and use of screening instruments and assessment materials;
3. coordinate Child Find screenings at designated community-based sites, both on and off the Fort Hall Reservation;
4. provide screening results to parents/guardian(s) and inform parents/guardians(s) of program options that may be available to them and their child; and
5. provide a native language interpreter for families and children who need such assistance throughout the Child Find screening process.

B. Referral for Evaluation to an LEA.

ISDE will ensure that the following are implemented:

1. follow all ISDE guidelines for referral;
2. provide ISDE referral forms and referral to the appropriate LEA to avoid duplication;
3. provide technical assistance to Tribal staff on the delivery of special education services and the timely completion of referral forms.

When a referral is from the Tribe, the Tribe will:

1. obtain information documenting the need for referral;
2. provide a referral for each child by completing designated ISDE referral forms;
3. submit completed referral forms to the appropriate LEA for action as per IDEA timelines;
4. provide, when appropriate, initial developmental, hearing, and vision screening and report results, with parental consent, to the appropriate LEA when there are identifiable concerns;
5. compile background information for all children with identified concerns; and
6. obtain signatures from parents/guardian(s) for permission to share information that may result in an evaluation.

C. Comprehensive Evaluation.

ISDE will:

1. ensure a formal evaluation is conducted of children who may require special education and related services;
2. conduct appropriate assessments in accordance with the IDEA;
3. provide written evaluation reports according to IDEA requirements;
4. ensure the LEA will schedule and facilitate eligibility meetings, at a mutually agreed time and place, either on or off the Fort Hall Reservation.

D. Individual Education Program (IEP) Development.

ISDE and the Tribe will:

1. set up IEP meetings cooperatively, including the provision of a native language interpreter, when needed.

ISDE will ensure that the LEA:

1. initiates the MDT/IEP process by notifying appropriate staff that all evaluations are completed;
2. develops IEP goals and objectives cooperatively with parents/guardian(s) to meet each child's educational needs and in accordance with IDEA requirements; and
3. provides copies of each child's IEP to parents/guardian(s) and to appropriate staff and teachers, with the signed parent consent form.

E. Placement.

ISDE will ensure that the LEA:

1. follows federal and state guidelines and requirements for placement;
2. conducts MDT meetings with parents/guardian(s) to determine the least restrictive environment (LRE) for each child and inform them of procedural safeguards and due process; and
3. provides a native language interpreter for families, when needed.

F. Specific Program Service Delivery.

ISDE will ensure:

1. the provision of special education and related services to meet each child's IEP goals; and
2. technical assistance is available through the ISDE's Statewide System of Supports for issues related to the provision of services to all eligible children under IDEA.

V. DISPUTE RESOLUTION

In the event that a misunderstanding or difference of opinion occurs with regard to the procedures necessary to accomplish the objectives of this Agreement, both parties will meet to find a solution.

VI. SOVEREIGN IMMUNITY

Neither the execution of this Agreement, nor any provision contained herein, shall act or be interpreted to act as a waiver of the Tribe's sovereign immunity. The Tribe hereby specifically reserves and retains its sovereign immunity and all rights appurtenant thereto.

VII. TERMINATION/REVIEW

This Agreement shall be reviewed annually and may be revised by ISDE and the Tribe on an as-needed basis, in order to remain in effect. This Agreement may be terminated by either party upon thirty (30) days' written notice.

VIII. SIGNATURES

12-10-12
Date

Honorable Tom Luna
State Superintendent of Public Instruction
Idaho State Department of Education
650 West State Street
Boise, Idaho 83720
(208) 332-6800

11/28/12

Nathan Small

3/21/13

Honorable Nathan Small
Chairman Fort Hall Business Council
Shoshone-Bannock Tribes
P.O. Box 306
Fort Hall, Idaho 83203
(208) 478-3805

Date