

**MEMORANDUM OF UNDERSTANDING
OF AN INTERAGENCY AGREEMENT
BETWEEN
THE CHICKASAW NATION EARLY CHILDHOOD PROGRAM
AND
ADA CITY SCHOOLS**

This Memorandum of Understanding, herein "MOU", is entered into between the Chickasaw Nation Early Childhood Program, Division of Chickasaw Education, a division of the Chickasaw Nation, a sovereign Indian nation, 300 Rosedale Road, Ada, Oklahoma 74820, herein "Nation", and Ada City Schools, 324 W. 20th Street, Ada, Oklahoma 74820, herein "School District".

1. RECITALS AND PURPOSE:

- a. The state of Oklahoma requires the School District to timely identify children with suspected disabilities and provide services to those children pursuant to the Individuals with Disabilities Education Act.
- b. Pursuant to the terms of this MOU, and to the requirements of applicable law, the Nation and School District hereby agree to collaborate for special education services delivered to students residing in the School District's geographical boundaries through approved health standards. This collaboration will occur without creating additional financial obligations on the part of the Nation or School District. This MOU defines the specific conditions under which this collaboration shall occur and shall facilitate the smooth transition of students with suspected disabilities, as well as students with individual education plans, herein "IEPs", into and from the Nation and School District with documented parent consent that will be kept in the student file to allow access to the student to conduct screenings, observations, and evaluations in the Nation's facilities.

2. RESPONSIBILITIES OF THE PARTIES:

a. DUTIES OF THE NATION:

- i. The Nation's Early Childhood Preschool Early Intervention Manager (ECP Manager) will coordinate the screenings and referrals of students.
- ii. All referrals for further evaluations will involve the appropriate staff from each program, which will identify the areas of concern. This referral will require written parental consent to make the referral including parent contact information and student specific information.
- iii. The ECP Manager will gather existing information to assist the designated School District staff in implementing the appropriate procedures and forms to satisfy Oklahoma special education procedures and requirements.

- iv. The ECP Manager will coordinate meetings with the School District and Nation's staff and the student's parent or guardian at the mutual convenience of the parent/guardian, School District and Nation's staff.
- v. The ECP Manager will hand-deliver or electronically submit relevant documents or required information to the School District, to be added to the Review of Existing Data form on the state's EDPlan program, which is utilized to create and track special education documents regarding the student.
- vi. The School District will e-mail, or fax written directions for proceeding, to the ECP Manager. Upon receipt of the written directions for proceeding, and the parent or guardian's written consent, a mutual meeting will be held to further evaluate the student's needs.
- vii. The Nation shall inform each parent/guardian about parental rights during each scheduled meeting that occurs.
- viii. The ECP Manager shall coordinate all evaluation appointments made by the School District's special services director, herein "SSD", with the parent/guardian and appropriate Nation staff.
- ix. The Nation shall provide the School District copies of student screening documentation which includes sensory acuity or sensory concerns, as well as any behavioral difficulties.

b. DUTIES OF THE SCHOOL DISTRICT:

- i. To provide Child Find professional speech screenings to students enrolled with the Nation.
- ii. Within ten (10) school days of delivery, the School District will electronically acknowledge the relevant documentation from the Nation as a referral for further evaluation of a student with suspected disabilities and provide written directions to the ECP Manager to prepare for the School District's process in obtaining informed consent from the parent or guardian.
- iii. Upon receipt of the parent or guardian's consent to further evaluate for suspected disabilities, the School District's SSD will schedule the appropriate evaluations.
- iv. All evaluation and placement service meetings shall be conducted at the mutual convenience of the parent/guardian, the School District, and the Nation's staff. Electronic meeting notices to the ECP Manager are needed to assist with confirmation and documentation in the Nation's Early Childhood Program files.

- v. The School District shall provide information and informal training to parents or guardians and its staff to assist students who reside in the school district with active IEPs.
- vi. The School District is encouraged to offer community awareness activities on the Nation's campus through arrangements with the Nation's Early Childhood Program center supervisor.
- vii. The School District personnel may present information at the Nation's Early Childhood Program center's Monthly Parent Committee Meeting as a forum for public awareness and service training.

c. DUTIES OF BOTH PARTIES:

- i. Parent consent documentation will be obtained and exchanged to ensure proper access to specific students and file information for screenings, observations, and evaluations, and collaboration between the Nation and the School District will be continued for smooth transition efforts.
- ii. Students with IEPs, as well as their families, will be given the opportunity to tour the facilities of either the Nation or the School District before such students are delivered services at those facilities.
- ii. The Nation and School District shall include parents/guardians and staff at decision-making and transition meetings.
- iii. The service provisions of the IEPs shall identify the facility and describe each of the therapies to be administered, as well as the length of each of the sessions to be conducted.
- iv. The Nation and School District shall collaborate regarding the provisions of Child Find activities, which may be used to determine whether or not children have suspected disabilities.
- v. The Nation and School District shall mutually focus upon identifying children with suspected disabilities.
- vi. The Nation and the School District shall work together to establish meeting and evaluation space and make duplication options.
- vii. The Nation and the School District shall work together to ensure that the other party has access to relevant electronically stored special education documented resources.

- viii. The Nation and the School District agree to share, as soon as practicable, information relating to changes in parent or guardian contact information, as well as calendar changes.

3. TERM:

This MOU shall begin on the effective August 1, 2026, and shall terminate on July 31, 2027. This MOU may be terminated by either of the parties upon thirty (30) days written notice of termination, which shall be sent to the other party's address referenced on page one of this MOU.

4. WARRANTIES:

Neither party to this MOU makes any warranties, guarantees, or binding assurances to the other party or on behalf of the other party.

5. HOLD HARMLESS:

The Nation and School District agree to release from liability and hold each other harmless from any claims, demands, losses, cost, damages, or expenses arising directly or indirectly as a result of this MOU. The Nation's and the School District's employees, contractors, agents and assigns are hereby also released from any and all claims, damages and liabilities of any kind arising from this MOU.

6. CONFLICT OF INTEREST:

The Nation and School District, each individually, represent that neither party has employed any person to solicit or procure this MOU, and that neither party has made, nor will make, any payment or any agreement for the payment of any commission, percentage, brokerage, or contingent fee or other compensation in connection with this MOU.

7. NON-DISPARAGEMENT:

Nation and School District hereby stipulate and agree that each party may discuss non-confidential aspects of their experience with the other party. However, Nation and School District shall not in any shape, form or fashion whatsoever, make any disparaging remarks or otherwise communicate any disparaging information about the other party or that party's employees, officers or agents in their professional capacities herein, to any third party, including but not limited to statements on social or other media. Further, Nation and School District agree to take no action of any nature which is intended, or would reasonably be expected, to harm the other party or its reputation or which would reflect or reasonably lead to unfavorable publicity to the other party.

8. GOVERNING LAW:

Nothing contained in this MOU shall be construed to waive the sovereign rights of the Chickasaw Nation, its officers, employees, or agents. This MOU shall be performed within applicable guidelines, resolutions, ordinances, and laws of the Chickasaw Nation. State law shall not be applicable nor shall disputes be subject to any authority outside of the Chickasaw Nation.

9. DISPUTES:

Each party agrees to attempt in good faith to resolve disputes under this MOU. Both parties agree to attempt to resolve all disputes arising pursuant to this MOU in the best interest of the student. Nevertheless, nothing in this MOU creates any legally actionable rights or imposes any enforceable duties on either party. In the event of an irresolvable dispute, either party may elect to dissolve this MOU.

In witness of the foregoing, the parties signing below agree to the terms of this Memorandum of Understanding.

SCHOOL DISTRICT:

School District Representative
Authorized Signatory

Date

THE CHICKASAW NATION:

Krystal Ross, Executive Officer
Division of Chickasaw Education
Department of Education

Date

School Name: _____

Phone Number: _____

School Personnel for possible student access:

Superintendent: _____

Elementary Principal: _____

Special Education Director: _____

Special Education Teacher: _____

School Psychologist / Psychometrist: _____

Speech Pathologist: _____

Occupational Therapist: _____

Physical Therapist: _____