

Appendix D

Sample Memoranda of Understanding



The Ho-Chunk Nation
And
The School District of Black River Falls
January 14, 2010
Black River Falls, Wisconsin



MEMORANDUM OF UNDERSTANDING AND MUTUAL SUPPORT

This Memorandum of Understanding and Mutual Support [hereinafter referred to as the MOU] addresses issues of mutual interest to the Ho-Chunk Nation and the School District of Black River Falls [also known as "the Parties"] in Black River Falls, Wisconsin-the education of school-age members of the Ho-Chunk Nation ; and,

Whereas, the issues of mutual interest to the parties include promoting positive perceptions and improving the nature and scope of interactions between Ho-Chunk Nation tribal members and employees of the Black River Falls School District; and,

Whereas, the intention of this MOU is to provide a framework for respectful and cooperative communication that utilizes consensus building for improving programs that affect Ho-Chunk Nation tribal members; and,

Whereas, the primary outcome intended by this MOU is to improve the planning and coordination between the Black River Falls School District and the Ho-Chunk Nation of programs affecting the education of Ho-Chunk Nation tribal members; and,

Whereas, the parties intend to clarify their relationship in order to establish a common understanding regarding their roles, responsibilities, and procedures that will facilitate best practices between our agencies; and,

Whereas, the Black River Falls School District is a body politic, duly incorporated, organized and operated pursuant to Wisconsin Statutes, responsible for possession, care, control and management of the property and affairs of the school district, with the statutory authority to do all things reasonable within the comprehensive meaning of the terms of its duties and powers; and,

Whereas, the Ho-Chunk Nation's mission is to heal families in a way that is characteristic of the Ho-Chunk Nation's inherent cultural traditions, customs and values, and that addresses the well-being and protection of Ho-Chunk children, families, communities, and the Nation, with the goal of creating and implementing innovative programming that is proactive in nature and driven by the Ho-Chunk Nation's assertion of sovereignty; and,

Whereas, both the Black River Falls School District and the Ho-Chunk Nation have a responsibility for the provision of education to school-age tribal members, it is critical to the quality of services that staff and representatives from each party understand and consult with one another to ensure that needed services are provided in a manner that is efficient, timely, culturally appropriate and effective; and,

Whereas representatives of the Ho-Chunk Nation and the School District of Black River Falls have met on seven occasions, October 25, 2007, November 1, 2007, November 29, 2007, January 29, 2008, February 19, 2008, March 13, 2008 and April 3, 2008 to discuss matters affecting quality education and issues of mutual concern to the parties; and,

Therefore, the Parties hereby resolve and agree that, in going forward; they will mutually support and adhere to the following principles, and exert their best efforts in doing so:

I. Parties

Black River Falls School District

301 North 3rd St.

Black River Falls, WI 54615 Phone No.: 715.284.4357

Fax: 715.284.7064

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Ho-Chunk Nation Department of
Education W9814 Airport Rd.
Black River Falls, WI 54615 Toll Free:
800.294.9805
Fax: 715.284.9805

Ho-Chunk Nation
Department of Social Services
P.O. Box 40 720 Red Iron Road Black River
Falls, WI 54615 Phone No.: 715.284.2622
Fax: 715.284-9486

II. Meetings and Consultation

- A. **Participation and Use.** Both Parties agree to participate at regular meetings related to issues of mutual concern. A minimum of four meetings or a meeting every other month in each annual school year will constitute the term of regular meetings between the parties as mutually scheduled.
- B. **Annual Designation of Committee Members.** The Ho-Chunk Nation agrees to provide to the Black River Falls School District the names of principal members for the following committees-1. Johnson-O'Malley Black River Falls/Neillsville LIEC, 2. Title VII Parent Advisory Committee (PAC), and 3. Impact Aid-no later than the first Monday of October of each school year beginning with the 2009-2010 school year.

III. Impact Aid

- A. **Policies and Procedures Relating to Children Residing on Indian Lands.** The Black River Falls School District claims children residing on Indian lands for the purpose of receiving Impact Aid funds. The Black River Falls School District agrees to initiate quarterly meetings to consult with the Ho-Chunk Nation Department of Education to discuss the establishment of a joint protocol for ensuring that the Black River Falls School District meets the following requirements:
 - 1. Native American children are participating in programs and activities supported by such funds on an equal basis with all other children;

2. Parents of Native American children and the Ho-Chunk Nation are afforded an opportunity to present their views on such programs and activities, including an opportunity to make recommendations on the needs of those children and how the Black River Falls School District may help such children realize the benefits of such programs and activities;
 3. Parents of Native American children and the Ho-Chunk Nation are consulted and involved in planning and developing such programs and activities;
 4. Relevant applications, evaluations, and program plans are disseminated to the parents and the Ho-Chunk Nation;
 5. Parents and the Ho-Chunk Nation are afforded an opportunity to present their views to the Black River Falls School District regarding the general educational program. The Black River Falls School District will provide an overview of the School District resources available to support student education. The Ho-Chunk Nation representatives and parents will provide input and feedback about the School District's educational programs based on the Indian Policies and Procedures OPP, attached heretofore as Exhibit A. The Parties understand that the Board of Education of the School District of Black River Falls has the authority to decide how Impact Aid funds are to be used.
- B. **Annual Survey.** The annual amount of Impact Aid that the Black River Falls School District is eligible to receive is based, in part, on the number of students residing on Indian lands within the School District boundaries and the number of parents with students enrolled in the School District employed on Indian/Federal Lands. The annual survey of such students will hereinafter be done through the assistance of the Ho-Chunk Nation Register of Deeds Office. The Black River Falls School District agrees to generate a list of the addresses of enrolled students believed to represent students residing on Indian lands and send it to the Ho-Chunk Nation Register of Deeds for verification. The list will be generated from the third Friday in September student count of each school year starting with the 2008-2009 school year. The Ho-Chunk Nation will produce and return a completed verification report not later than December 15 of each school year beginning with the 2009-2010 school year.

IV. Ho-Chunk Child and Family Services Department (Social Services)

- A. **Social Services Intervention.** The Black River Falls School District recognizes the authority of the Ho-Chunk Nation Child and Family Services Department under the federal Indian Child Welfare Act and the Hocak Children and Family Act, when construed consistently with federal and state law, to investigate allegations of child abuse and neglect of Ho-Chunk children when jurisdiction is retained by the Ho-Chunk Nation. The Black River Falls School District agrees to cooperate with the Ho-Chunk Social Services agents investigating allegations of child abuse and neglect under their jurisdiction by using procedures during the school day consistent with those used when cooperating with Jackson County authorities who also investigate alleged child abuse and neglect.

B. **Training.** To improve awareness and understanding of tribal protocol on the issue of the investigation of child abuse and neglect, the Black River Falls School District also agrees to offer its staff and teachers training on topics related to Native American children, including, but not limited to:

- Cultural Sensitivity & Tribal Sovereignty
- Confidentiality Requirements
- Indian Child Welfare Act and Placement Preferences
- Ho-Chunk Nation Children and Families Act
- Training About this MOU
- Communication and Notification
- Enrollment Rights of Ho-Chunk Children and Parents

C. **Confidentiality.** The Parties also agree that the confidentiality and privacy of the student and their families shall be protected at all times during investigations of child abuse or neglect consistent with Wisconsin, federal, and Ho-Chunk Nation laws. A written protocol from the Black River Falls School District for conducting investigations, which will include Ho-Chunk Nation Social Services investigators, during the school day at the Black River Falls School District, will be jointly developed by the Parties and their attorneys. This protocol will be completed by the beginning of the 2009-2010 school year.

V. Ho-Chunk Nation Department of Education and Youth Services Division Intervention

The Black River Falls School District agrees to work with the Departments and Divisions of the Ho-Chunk Nation (such as Education, Youth Services, and Heritage Preservation) to provide academic, cultural or other deemed support to increase student success at ALL schools within the School District. The Parties agree to meet to jointly develop a written protocol for allowing Ho-Chunk Nation tutors to teach and assist Native American children in the School District classrooms. This protocol will be completed during the 2009-2010 school year.

VI. Improving Attendance and Reducing Tardiness

Recommendations for Native American Truancy and Absence Task Force:

The Ho-Chunk Nation, through the Director of Social Services, agrees to form a joint task force with the Black River Falls School District to study and propose subsequent recommendations to the Black River Falls School District and Ho-Chunk Nation on ways to minimize, if not eliminate, truancy and absenteeism for Native American students within district schools. The Parties agree to recognize the recommendations of the Task Force and work toward genuine positive change in order to overcome the negative impact of truancy and absenteeism. A joint task force will be formed before the beginning of the 2009-2010 school year.

VII. Native American Cultural Awareness Training

- A. **Other In-service Training:** The Black River Falls School District agrees to meet with the Ho-Chunk Nation Departments, divisions, and tribal elders to discuss additional training opportunities on presenting Native American Cultural Awareness training to all Black River Falls School District personnel.
- B. **ACT 31 Training:** The Black River Falls School District also agrees to continue to enhance and train teachers on the State of Wisconsin mandated ACT 31 provisions. The Ho-Chunk Education Department agrees to supplement this point of agreement with historical teaching materials and resources when and where necessary. Additionally, Black River Falls School District agrees to continue to attend the annual Wisconsin Department of Public Instruction ACT 31 conference in Green Bay, Wisconsin, or wherever it might be held.
- C. **Disciplinary Alternatives:** The Ho-Chunk Nation agrees to jointly explore with the Black River Falls School District alternative cultural discipline measures that might include but not be limited to Restorative Justice, Peer Mediation, and Native American Cultural Awareness training for all students within the District.

VIII. Alternative Education

- A. **Employment Opportunities:** The Ho-Chunk Nation agrees to work with the Black River Falls School District to explore and identify employment opportunities within the Ho-Chunk Nation for Alternative Education Program students as part of their half-day instruction and half-day work requirement. The Black River Falls School District agrees to continue to explore ways to improve ALL Alternative Education Programs.
- B. The Ho-Chunk Nation agrees to work with the Black River Falls School District to explore and identify educational opportunities that provide remediation to regular education programming. The Ho-Chunk Nation believes a regular school program (currently at 28 credits for graduation) will prepare Native American students to strive toward excellence, create options for higher education or employment and build self-respect.

IX. Disproportionality and Special Education

The Black River Falls School District and the Ho-Chunk Education Department agree to work collaboratively to reduce the number of Native American students in special education. This includes Black River Falls School District training to the Ho-Chunk Nation's Departments of Education and Social Services on the process of referral for special education assessments. This includes early achievement and intervention training for grades three through six by the Ho-Chunk Education Department and Social Services Department, Divisions of Child and Family Services and Youth Services, that involve tutoring in reading and math, homework assistance and parent support.

X. School Bus Transportation

- A. **Training:** The Black River Falls School District agrees to include bus drivers in the cultural sensitivity training.
- B. **Vacancies:** The Black River Falls School District agrees to notify the Ho-Chunk Nation of vacancies for school bus driver positions as they become available; the selection of which will be without regard to race, color or national origin.

- C. **Youth-Family Night:** The Black River Falls School District agrees to have the School Bus Coordinator meet with Ho-Chunk parents on Youth-Family Night meetings to make an annual presentation on School Bus Safety.
- D. **Youth Services Workers:** The Black River Falls School District agrees to allow the Youth Services Workers to take scheduled rides on the Mission District and Sand Pillow School Bus Routes to observe Ho-Chunk students and Black River Falls School District drivers, pending a review of the School District's liability insurance coverage.

XI. Sharing of Student Information

- A. **Student Attendance:** Black River Falls School District agrees to provide the Youth Services Workers appropriate information necessary to track Native student attendance, reduce tardiness, and enhance homework completion, test scores and grades when written parental consent is provided to the School District by the parent authorizing the disclosure of such information consistent with the federal Family Educational Rights and Privacy Act (FERPA) and state Pupil Records Law. The Black River Falls School District and the Ho-Chunk Nation, through their attorneys, will investigate and identify a mechanism to establish a relationship between the parties for the Ho-Chunk Nation personnel to perform professional services for the Black River Falls School District recognized as an official function of government.
- B. **Native American Student Support Services:** The Native American Student Support Services will develop communication measures in collaboration with the Youth Services Workers to notify parents of poor student attendance and tardiness and to encourage parent attendance at meetings and school events. This might include, but not be limited to, Black River Falls School District creating and offering parents the opportunity to release information to the Ho-Chunk Nation, consistent with the federal Family Educational Rights and Privacy Act (FERPA) and state Pupil Records Law.

XII. Board Elections

To ensure that there is the opportunity for representation from the Native American community and its students, the Black River Falls School District agrees to notify the Ho-Chunk Nation Tribal Council or its Education Department when a vacancy on the Black River Falls School Board occurs or is about to occur and within 30 days of the scheduled election to replace such vacancies. The Black River Falls School Board and District and the Ho-Chunk Nation will agree to conduct fair elections.

XIII. Dispute Resolution

The parties agree to utilize every means necessary to resolve disputes through mutually respectful dialogue to avoid polarization, resentment, and tension. The parties may seek assistance from the U.S. Department of Justice Community Relations Service, Wisconsin Department of Public Instruction, or any recognized formal dispute resolution service in Wisconsin. Each party reserves its right to pursue any and all remedies available under the law in the event the other party fails to comply with any legal obligation.

XIV. Voluntary Agreement and Ethics Disclaimer

This MOU is the result of voluntary mediation between the parties and is not a result of duress, coercion, or undue influence. Nothing in this MOU should be taken as an admission of wrongdoing by either party and the terms and conditions contained herein are non-contractual and create no independent contractual obligation and/or duties upon any of the parties hereto. It being distinctly understood and agreed that no party to this MOU shall institute or prosecute any judicial or administrative proceedings of any kind or nature to enforce any of the terms and conditions.

XV. Terms of Agreement

All of the aforementioned tenets of this agreement shall be reviewed after five years from the date of signing. Signatory parties of this MOU at that time may choose to amend, extend or dissolve the agreement based on evidence of good faith, mutual compliance and benefits to the Ho-Chunk Nation and Black River Falls School District resulting from this relationship.

It is also understood that the parties of this MOU agree to work in earnest and convene themselves regularly during the annual terms specified to uphold the tenants of the MOU as described herein.

XVI. Party and Third Party Rights

Nothing in this MOU is intended to create, nor shall anything in it be construed as creating, any rights in any third party entity or person that would not exist independently of this MOU.

XVII. Consummation and Ratification

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of this 14th day of January, 2010, and the signatories hereto personally represent that this agreement is executed pursuant to legal authorization by the organizations on behalf of which they are signing:

School District of Black River Falls:

The Ho-Chunk Nation

By:

Witnessed By:

U.S. Department of Justice