

**The Ho-Chunk Nation Department of Education
and
The School District of Black River Falls
Black River Falls, WI**

MEMORANDUM OF UNDERSTANDING AND MUTUAL SUPPORT

The **Memorandum of Understanding and Mutual Support** [hereafter referred to as the **MOU**] addresses issues of mutual interest to the Ho-Chunk Nation [also known as “**Partner, HCN Department of Education, or Partners**”] and the School District of Black River Falls (hereinafter referred to as “**the District**” or “**Partners**”) in Black River Falls, Wisconsin—the education of school-age members of the Ho-Chunk Nation; and,

Whereas, the School District of Black River Falls at any given time has at least 20-25% Native American students; and,

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

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

Therefore, the **Partners** 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. Partners.

School District of Black River Falls
301 North 3rd Street
Black River Falls, WI 54615
Phone: 715.284.4357

----And----

Ho-Chunk Nation
Department of Education
W9814 Airport Road
Black River Falls, WI 54615
Phone: 800.362.4476 or 715.284.4915

II. Meetings and Communication.

- A. Participation and Use. Both **Partners** agree to participate in 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 **Partners** as mutually scheduled. [See Appendix A for Quarterly Meetings Calendar.]
- B. Annual Designation of Committee Members. The Ho-Chunk Nation agrees to provide to the School District of Black River Falls the names of the principal members for the following committees—1. Johnson O'Malley Black River Falls/ Neillsville/ Blair/ Taylor IEC, 2. Title VI Parent Advisory Committee (PAC).
- C. School District Position Vacancies. In an effort to reflect the student body demographics within our staff, the School District of Black River Falls agrees to notify the Ho-Chunk Nation Education Department of vacancies for all positions as they become available; the selection of which will be without regard of race, color, or national origin. Postings shall be sent to the Executive Director of Education and Office Manager. Both contacts shall be updated to the SDBRF HR Assistant annually.

III. Impact Aid.

- A. **Policies and Procedures Relating to Children Residing on Indian Lands.** The School District of Black River Falls claims children residing on Indian lands for the purpose of receiving Impact Aid funds. The School District of Black River Falls 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 School District of Black River Falls meets the following requirements. Native American children are participating in programs and activities supported by such funds on an equal basis with all other children.

- i. Annually, a report from the Title VI Administrator shall be shared at a mutually hosted and facilitated annual parent forum that includes information sharing, completing applicable surveys and available applications. A talking circle will be facilitated by the Ho-Chunk Education Department. There will be a two hour (maximum), with each individual who speaks having time limits applied to ensure democratic process.
- ii. Parents of Native American children and the Ho-Chunk Nation are afforded an opportunity to make recommendations on the needs of those children and how the School District of Black River Falls may help such children relative to the benefits of such programs and activities (e.g. Wąkšjk Wacek);
- iii. Parents of Native American children and the Ho-Chunk Nation are consulted and involved in planning and developing such programs and activities with a calendar of events to be communicated publicly;
- iv. Relevant applications, evaluations, and program plans are disseminated to the parents and the Ho-Chunk Nation;
- v. Parents and the Ho-Chunk Nation are afforded an opportunity to present their views to the School District of Black River Falls regarding the general education program.
 1. The School District of Black River Falls will provide an overview of the 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 (IPP), attached heretofore as Appendix B.
 2. The **Partners** 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 School District of Black River Falls 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.

- i. The annual survey of such students will hereinafter be done through the assistance of the Ho-Chunk Nation Register of Deeds Office. The School District of Black River Falls 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.

- ii. The list will be generated from the third Friday in September from student count of school year. The Ho-Chunk Nation will produce and return a completed verification report not later than January 1 of each school year.
- iii. The School District of Black River Falls promises to file appropriately for Impact Aid by the stated deadlines by the Federal Government.

IV. Ho-Chunk Nation Department of Education. Introductions and training to improve awareness and understanding of the following divisions, purpose, functions, and processes are available at least one time annually. These are the divisions in the Ho-Chunk Department of Education

A. Head Start Centers at Mission and Sand Pillow.

Head Start is a Federal program for preschool children and is operated by local non-profit organizations and Tribes in almost every county in the country. Children who attend Head Start participate in a variety of educational activities. Head Start children receive free medical and dental care, have healthy meals and snacks, and enjoy playing indoors and outdoors in a safe setting. Head Start helps all children succeed. Services are offered to meet the special needs of children with disabilities. Most children in Head Start are between the ages of three and five years old.

Mission Head Start
W8802 Mission Road
Black River Falls, WI 54615
715.284.2311

Puzaki Pei Cinak Center (Sandpillow)
N7293 Low Cloud Road
Black River Falls, WI 54615
715.284.3331

- Requests for observations and referrals for special education services may take place from either of these locations.
- As budget allows for the School District of Black River Falls, 4K services may be provided to the children either at the Head Start center(s) or at the School District. [See 4K Agreement in Appendix C]

B. Johnson-O'Malley (JOM) Program.

The Johnson-O'Malley Program is funded by contract with the Bureau of Indian Affairs. It provides supplementary assistance to meet the unique and specialized needs of Native American students. It can provide for cultural enrichment and educational support to eligible students. To meet JOM eligibility requirements, students must be between the ages of 3-18, enrolled in a public school, and student may be a descendant of an enrolled member of a tribe. As of July 1, 2024, proof of Native American enrollment (Certificate Degree of Indian Blood or

current tribal identification) of grandparent, parent, or student (with birth certificate to list grandparent or parent) is required.

School District of Black River Falls is included in the HCN Nation's JOM Black River Falls/ Neillsville/ Alma Center-Humbird-Merrillan/ Blair-Taylor service area.

C. PK-12 Grant Program.

The Pre K-12 Educational Grant Program is wholly funded by the Net Profit Distribution (NPD) funds of the Ho-Chunk Nation, and eligibility is limited to Ho-Chunk enrolled students. On an annual basis, the Ho-Chunk Nation Legislature appropriates funds to provide additional educational opportunities for Ho-Chunk Nation enrolled children in grades Pre-School through Grade 12. This program is designed to be supplemental and a payor-of-last-resort funding source for families with Ho-Chunk enrolled children.

The purpose of the Ho-Chunk Nation's Pre K-12 Educational Grant Program is to provide Educational grants for parents/guardians in helping their Ho-Chunk Nation enrolled children to develop and equip themselves with the skills, knowledge and personal qualities needed for life and career success through education, and; provide Educational grants for the parents/guardians of Ho-Chunk Nation enrolled children to help meet the basic educational needs and to assist in ensuring that children in grades Pre-School through Grade 12 have the opportunity to fully participate in educational related experiences and unique educational opportunities.

All applications are subject to approval and funding availability; therefore, grants are awarded on a "first come, first served" basis until the available funds have been spent. Parents/guardians maintain full responsibility for meeting their child's entire funding needs.

D. Culture & Community Education.

Community Education offers grant-funded programming such as Goja Howaite Hi for high school students interested in Indigenous Arts and Sciences and Earth Partnership with UW-Madison. Community Education also administers the financial literacy course and test required to receive trust fund (a.k.a. "18 money"). It also coordinates Seeking Educational Equity and Diversity (SEED). Check with Community Education on current offerings available for K-12 students.

E. Waąkšik Hoi Pij Hiruśja Kij (aka Good Life Program).

Through September 2025, the Wą̀kšik Hoi Pij Hirušja Kij (Good Life Grant Program) continues to offer cultural enrichment, social-emotional learning, and life skills development, such as career exploration and pre-college events, for Native Nations citizens and descendants K-12. It is anticipated that the program will continue under NPD funds, however that is yet to be determined.

F. Educational and Enrichment Services.

The Education Department will begin offering Student Enrichment and Support to empower our youth with the knowledge and the skills necessary to make them healthy, productive, substance-free, and responsible leaders of tomorrow. The HCN Department of Education Black River Falls Student and Enrichment and Support Center intends to provide to students in grades Pre-K – 12th Grade:

1. After school programming
2. Tutoring & Homework help
3. Ho-Chunk language programming
4. Cultural activities
5. Summer enrichment programming when budget is available
6. Family support – (reinforcing the benefits of good school behavior and attendance so as not to miss instructional time).

G. Higher Education.

The Higher Education Division is to provide guidance and financial assistance to Ho-Chunk members who intend to pursue a post-secondary education. Scholarships are granted as a privilege with the intent that graduates will return to the Ho-Chunk Nation to use their knowledge and expertise to protect and strengthen the economic self-sufficiency and sovereignty of the Ho-Chunk Nation. Funding for higher education is partially federally contracted funds, and the majority is funded through Net Profit Distribution (NPD) from Ho-Chunk Nation enterprise profits. Currently offered are scholarships for 2- and 4-year programs, master's and doctoral degrees mostly for tuition, books, and fees thereby requiring all students to complete FAFSA in order to qualify.

H. Training.

Training available from the Education Department upon request includes the following topics:

- Cultural sensitivity and tribal sovereignty
- Historical trauma- intergenerational trauma, and resilience

- Ho-Chunk history
- Teachings of the Medicine Wheel (social-emotional lessons in worldview and life)
- Seeking Educational Equity and Diversity (SEED)
- Book Club Facilitation
- Art Club Facilitation
- Other training possibilities can be discussed

I. Native American Cultural Awareness Training.

The School District of Black River Falls agrees to work with the Ho-Chunk Nation to provide academic, cultural, or other support to increase student success within the School District.

- a. Other In-Service Training: The School District of Black River Falls agrees to meet with the Ho-Chunk Nation to discuss additional training and professional development opportunities on presenting Native American cultural awareness training to all School District of Black River Falls personnel.
- b. Act 31:
 1. The School District of Black River Falls agrees to continue to enhance and train teachers and administrators on the State of Wisconsin mandated Act 31 provisions.
 2. The Ho-Chunk Education Department agrees to supplement this point of agreement with historical training materials and resources when and where necessary and provide an annual list of recommended trainings for the district to utilize.
 3. Additionally, the School District of Black River Falls agrees to continue to seek out and attend professional development opportunities that would enhance the understanding of Act 31.
 4. Due to a high percentage of students with Native American ancestry attending the School District of Black River Falls, curriculum should reflect the community, with cultural identity as a touch point in classes involved with self-development, social-emotional learning, and community service
- c. Disciplinary Alternatives: The Ho-Chunk Nation Department of Education agrees to jointly explore with the School District of Black River Falls alternative cultural discipline measures that might include but not be limited to restorative justice, peer mediation, and Native American cultural awareness.
- d. The Ho-Chunk Nation requests that the School District

1. To retain and attract the best teachers, especially teachers of color. The District will work with the Department of Education to identify additional responsibilities for a stipend. For example, a BIPOC teacher attends WIEA and provides a professional development offering to the rest of staff.
2. Actively recruits and hires under-represented faculty and staff
 - (a) By attending job fairs and college career fairs
 - (b) Develop a recruitment program to support transition and travel expenses for Native American teachers
 - (c) Advertise job openings in Native American publications (e.g. *Hocak Worak*, *Kalihwisaks*, etc.) and Native education websites (e.g. National Indian Education Association, Wisconsin Indian Education Association, *Tribal College Journal*, Indian Country Today, American Indian Higher Education Consortium, American Indian Science and Engineering Society, etc.) with both general interest advertisement and job title specific advertisement.
3. Encourages board members to get the appropriate training to fiscally, strategically, and interactively understand their role in Act 31 and its related laws and this MOU.
4. Provide and encourage all staff, faculty, administrators, and school board members—recruit, attend, and participate in Seeking Educational Equity and Diversity (SEED) programming
5. The District agrees to encourage teachers to attend an Indigenous Arts and Sciences Teacher Institute during summer with options to use lesson plans in the classroom.
6. Identify cultural training opportunities for district staff on an annual basis (e.g. camps, IAS, DPI Institute)
7. Provide financial literacy opportunities to learn and application of knowledge for our students and families; for example, a FAFSA completing night for juniors and their families
8. Include HCN Department of Education staff in district in-services and trainings where practicable

V. Academic- and Social-Emotional Achievement and Data Sharing.

A. Title VI

- i. The School District agrees to provide “release of information” language to be included on HCN Department of Education forms.
- ii. As the School District collects demographics, it agrees while collecting data, the tool to query
 1. Disaggregated data regarding Native Americans and “Two or more races” from the rest of the population
 2. Offer Native Nation enrollment option per federal forms

3. Distinguish Native Nation identification on the 506 forms

B. Achievement Gap

- i. The District agrees to make every effort to close key areas of the achievement gap between Native American students and their peers in fields such as Mathematics, and English Language Arts (ELA) between Native American students (and those who identify as two or more races) using key indicators of Native American student success, especially by researchers who identify as Native American/ First Nations/ Indigenous.
- ii. The District agrees to make every effort to make teachers available for tutoring duty for students who are at the equivalent of “D or lower”
- iii. The District agrees to make every effort to ensure Native American students are participating, committed, inspired, and engaged in school (e.g. grades, athletics, honors, awards).
- iv. The District agrees to provide "release of information" language for all students who self-identify as American Indian and Two or More Races on their registration forms. Data to be shared are included on Exhibit E.
- v. The District will utilize our EMLSS to establish an intervention plan to bring students to grade level.
- vi. The District will provide designated tutoring rooms at each building for tutors from the Ho-Chunk Nation Education Department to help students who need support in core subject areas.
- vii. Chronic Absenteeism
 1. The School District agrees to share data regarding the attendance of students that have self-identified as Native American students and Two or More Races.
- viii. The District agrees to notify the Executive Director of Education when a student faces higher consequences such as truancy, expulsion, or a manifestation determination, provided that the student in question has a signed release of information on file.

C. Community Engagement and Outreach. The School District of Black River Falls and the Ho-Chunk Nation Education Department agree to:

- i. The District will create and maintain a Ho-Chunk Parent Advisory Committee to advise the district on matters relevant to the Ho-Chunk community and students.
- ii. The District will encourage school staff from all grade levels to make welcome calls to Native American parents; so the first call is not a concern, complaint, or discipline-related communication.
- iii. The District will provide support with transportation needs for Goja Howaite Hi service-learning projects due to the course being offered for high school credit.
- iv. The Ho-Chunk Nation Education Department will establish and maintain a list of relevant contacts within the Ho-Chunk Nation to be used as a

resource by all school staff when working to support our Native students. All Education services and the appropriate contact should be included.

VI. Alternative Education.

- A. Education:** The District will offer a family conference for those students considering alternative educational programming to understand the long-term impacts of not utilizing the standard high school experience and invite parents to include HCN Department of Education representative to be in the conference with them.

The Department of Education shall provide multiple sources (presentations, brochures, articles, etc.) that include current statistics that compare alumni students who follow the two different paths (alternative education and standard school), emphasizing lifelong earning potential. These materials will be available from the HS Counseling office and shared during academic planning conferences.

- B. Employment Opportunities:** The Ho-Chunk Nation Education Department agrees to be the main point of contact for students who seek work opportunities to explore and identify employment opportunities within the Ho-Chunk Nation. Work-based learning opportunities can be useful in completing a student's schedule as they get closer to graduation.
- C. Remediation:** The Ho-Chunk Nation agrees to work with the School District of Black River Falls to explore and identify educational opportunities that provide remediation to regular education programming.
1. The Ho-Chunk Nation believes a regular school program (currently at 26 credits for graduation) will prepare Native American students to strive toward excellence, create higher education or employment, and build self-respect.
 2. The Ho-Chunk Nation agrees to work with the School District of Black River Falls to explore and identify educational opportunities involving students looking toward military experience and/or trade school careers.

VII. Special Education.

The School District of Black River Falls and the Ho-Chunk Education Department agree to work collaboratively to accurately identify the number of students and appropriate educational diagnosis of Native American students in special education.

- A.** Ho-Chunk Nation will provide a letter of introduction from the Disabilities Director along with an attached Release of Information, to families of Native American students. The District will provide the letter and form to any student that self-identifies as Native American that either has an IEP at the beginning of

the school year, or is being referred for special education classification or qualification.

- B. The District will supply the Department of Education Executive Director, special education numbers, specifically disaggregated and compiled to include intersecting identity with “2 or More Races” and “Native American”. This will include the number of students with IEPs and 504 plans. We will group students by grade level bands as is necessary to reach the cell size of 20 students for reporting purposes.

VIII. Sharing of Student Information.

- A. Student Data. School District of Black River Falls agrees to share as much data as is allowable by law in the aggregate, regarding the overall school experience of our Native American students and students identified as “Two or More Races”. Any information that is individually identifiable will need parents to explicitly provide consent for their children’s data to be shared.
 - a. The District and Department will work on Data Sharing Agreement and Calendar and it will be identified as Exhibit E.
- B. Communication between agencies is a critical piece in creating an environment that promotes student success and family engagement. The School District of Black River Falls will collaboratively develop communication measures with Ho-Chunk Social Services and the Ho-Chunk Education Department. The stop-gap measure for communication ultimately sits with the Superintendent and Executive Directors. However in the case the Executive Directors are unresponsive, the Superintendent may contact the Office of the President.

IX. Board Elections.

To ensure there is the opportunity for representation from the Native American community and its students, the School District of Black River Falls agrees to notify the Ho-Chunk Nation Education Department when a vacancy on the Black River Falls School Board occurs or is about to occur within 30 days prior to filing deadlines or as soon as possible when filling an appointed vacancy. The Black River Falls School Board and District and the Ho-Chunk Nation agree to conduct fair elections.

X. Dispute Resolution.

The **Partners** agree to utilize every means necessary to resolve disputes through mutually respectful dialogue to avoid polarization, resentment, and tension. The **Partners** 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.

XI. Voluntary Agreement and Ethics Disclaimer.

This MOU is the result of voluntary meetings between the **Partners** and is not a result of duress, coercion, or undue influence. It being 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.

XII. Terms of Agreement.

All of the aforementioned tenets of this agreement shall be reviewed in five years from the date of signing. Signatory **Partners** 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 School District of Black River Falls resulting from this relationship.

Proposed amendments are to be provided to the other **Party** in writing 30 days prior for actionable consideration. Negotiation will commence at that 30-day point at agreed upon meeting (s). Once a mutual determination is made, a statement of what is agreed will be attached as, for example, "Appendix F" as errata to the existing agreement. At the five-year mark for negotiation, Appendix F changes will be reflected in the main document.

XIII. Consummation and Ratification.

IN WITNESS WHEREOF, the **Partners** have executed and delivered this Agreement as of [this date] and the signatories hereto personally represent that this agreement is executed pursuant to legal authorization be the organizations on behalf of which they are signing:

By:

School District of Black River Falls

Ho-Chunk Nation

Attached appendices:

- A. Quarterly Meetings Calendar
- B. Indian Policies and Procedures (IPP)
- C. 4K Agreement
- D. Tutoring Services Agreement
- E. Data Sharing Agreement