

**The Ho-Chunk Nation  
and  
The School District of La Crosse  
La Crosse, Wisconsin**

**MEMORANDUM OF UNDERSTANDING AND MUTUAL SUPPORT**

This **Memorandum of Understanding and Mutual Support** [also hereinafter referred to as the **MOU**] addresses issues of mutual interest to the Ho-Chunk Nation [also hereinafter referred to as **“Partner or Partners”**] and the School District of La Crosse [also hereinafter referred to as **“the District”**] in La Crosse, Wisconsin—the education of school-age members of the Ho-Chunk Nation; and,

**Whereas**, the issues of mutual interest to the Ho-Chunk Nation and the District [also hereinafter collectively referred to as the **“Parties”**] include promoting positive perceptions and improving the nature and scope of interactions between Ho-Chunk Nation tribal members and employees of the School District of La Crosse; 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 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 School District of La Crosse 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 School District of La Crosse 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** Tutor Specialists of the Ho-Chunk Nation and the School District of La Crosse have had in-person meetings and conversations as to the opportunity of working together; 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**

**School District of La Crosse**  
807 East Avenue South  
La Crosse, WI 54601  
Phone No.: 608.789.7600

-----And-----

**Ho-Chunk Nation**  
Education Department  
W9814 Airport Rd.  
Black River Falls, WI 54615  
Phone No.: 715.284.2622

**II. Purpose and Mission**

This MOU outlines the collaboration between the Ho-Chunk Nation Education Department and the School District of La Crosse to provide tutoring services to Ho-Chunk students. The mission is to offer academic support and enrichment activities to Ho-Chunk Youth in grades K-12 through student mentorship, family support, and advocacy.

**III. Scope of Services**

1. The Tutor Specialists of the Ho-Chunk Nation Education Department will provide our students additional academic support and growth in-school, as requested by the student, parent/guardian, or teachers with these meetings scheduled at a time that does not interfere with core classes, and with prior arrangements made with each student's teacher(s) and school administrator.
2. The Tutor Specialists of the Ho-Chunk Nation Education Department will also serve as a liaison between students, parent(s)/guardian(s) and school officials; addressing areas such as achievement, school concerns, student behavior, IEP team meetings, and monitoring student attendance and grades.

**IV. Responsibilities**

1. School District of La Crosse
  - a. Collaboratively work with the Ho-Chunk Nation Education Department to accurately identify the students who could benefit and apply for tutor services.
  - b. Coordinate with Tutor Specialists on tutoring schedules and locations.

- c. Provide necessary resources (e.g., classroom space, materials, internet access).
  - d. Provide requested information found on the parent/guardian-authorized Release of Information documentation submitted to the School District of La Crosse by the Ho-Chunk Nation Education Department and signed by parents and/or guardians.
  - e. Communicate and coordinate support with Tutor Specialists, as well as parent(s)/guardian(s).
2. Ho-Chunk Nation Education Department
- a. Provide qualified tutors with approved background investigation and positive role mole appropriate for working with children in a classroom setting.
  - b. Deliver tutoring sessions to Ho-Chunk students that offer academic support and enrichment activities with the focus on meeting benchmarks and goals collaborated between the student, the parent(s)/guardian(s), and the School District of La Crosse.
  - c. Provide necessary resources (e.g., culturally-relevant materials, materials).
  - d. Communicate with the School District of La Crosse, as well as the students, and parent(s)/guardian(s).
  - e. Collaborate with school staff, to include attending meetings that focus on the student.

**V. Communications**

- 1. Regular communication between the School District of La Crosse and the Ho-Chunk Nation Education Department is essential.
- 2. No less than quarterly meetings will be held between parties to discuss progress, recommendations, challenges, and adjustments.
- 3. Both parties will promptly integrate the agreed upon actions/services that arise during the partnership.

**VI. Indemnification and Insurance**

- 1. Indemnity: Partner hereby holds harmless, defends and indemnifies the District (and all affiliates, officers, directors, employees and representatives) from and against each and every demand, claim, loss, liability, or damage of any kind, including actual attorneys fees and expenses, whether in tort or contract, whether personal injury or property damage, that the District may incur by reason of, or arising out of, (i) any claim made by any third party with respect to the Services or any work product provided as part of the Services, or (ii) any misrepresentation made in, or breach of the terms or warranties of, this Agreement, including without limitation any claim or action of any type or nature by or related to Partner's infringement or misappropriation of any copyright, trade secret, patent or other intellectual property right with respect to the distribution, use or creation of such work product.
- 2. Insurance: Partner shall, during the term of this Agreement, maintain, at his/her own expense, all necessary insurance, including but not limited to general liability insurance. Upon request, Partner shall provide the District with a certificate of insurance evidencing such coverage.

**VII. Assumption of Risk**

Partner assumes all risk of property loss or damage and of personal injury or death, other than that caused solely by the gross negligence of the District, or its employees, which may be sustained by Partner or as a result of or arising in connection with performing services.

**VIII. Equipment, Supplies, Records, and Access**

1. **Equipment:** Partner shall provide all equipment and/or supplies necessary for Partner to perform the Services.
2. **Records:** Partner shall maintain appropriate records for all students and maintain such records according to the requirements of their organization or any applicable laws or administrative rules. Records maintained by Partner are not pupil records (Wis. Stat. § 118.125) or public records (Wis. Stat. §§ 19.31-19.39). Further, Partner shall not have access to any pupil records maintained by the District without express written consent in accordance with Board policies and Administrative Regulations.
3. **Fees:** The District shall provide Partner with access to an adequate facility(ies) within the District, to provide the services to the students in the District, if needed. Partner, under this agreement, shall not be required to pay fees to the District related to the use of the District's facilities.
4. **Hours of Access:** The District and Partner shall establish the schedule when Partner is to offer the services at the facility(ies) within the District, if needed.

**IX. Relationship**

1. **Independent Partner:** Partner shall perform under this Agreement as an independent Partner, and not as an agent, employee, or representative of the District. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as otherwise provided herein.
2. **Rights of Partner:** Partner shall have the right to perform work for others as long as Partner fulfills Partner's obligations hereunder.
3. **Taxes of Partner; Indemnity:** Partner shall pay and report all applicable taxes and assessments, including without limitation federal, state and local income tax withholding, social security, Medicare and similar taxes, and unemployment insurance, if applicable. Partner shall file all required forms and make all required payments, as applicable. Partner acknowledges that because Partner is not an employee of the District, the District will not provide Partner with any benefits of employment, such as health or disability insurance, retirement or welfare benefits, and the like. Partner shall maintain his/her own liability insurance. Partner hereby indemnifies the District, and each of its officers, directors and employees from and against all payments, losses, costs, liability, expenses, damages, fines, penalties or judgments (including without limitation actual attorneys fees and expenses) as a result of a failure by Partner: (i) to pay all the taxes due in connection with the compensation paid to Partner under this Agreement; (ii) to respond to any administrative inquiry concerning Partner's payment of such taxes; or (iii) to defend against any administrative or judicial proceeding with respect to Partner's payment of such taxes.

4. **Nonassignment of Rights or Obligations:** Partner shall not assign his/her rights or obligations under this Agreement or any other Agreement entered into between Partner and the District.
5. **Compliance with Board Policies and Administrative Regulations:** Partner shall comply with all applicable Board policies and Administrative Regulations, including, but not limited to those, governing his/her presence on school grounds and interactions with staff, students, and community members. Partner shall not, however, be obligated to disclose confidential information to the District, its officers or agents, except as required by law.
6. **Non-Exclusive Relationship:** The District may enter into an Agreement with another individual/entity to provide similar (or the same) services to the students in the District, as those provided by the Partner. The District has no obligation to notify Partner, in writing or otherwise, upon entering into such an Agreement with another individual/entity.
7. **Background Checks:** Partners working directly with students during the school day and outside the direct supervision of school staff will successfully complete a volunteer background check at District expense. Partners operating programs or services within the school for students outside of school hours will maintain and administer background check policies and procedures for their employees, agents, or volunteers at Partner expense.

**X. Compliance with Statutes and Regulations**

Both parties warrant and certify that in the performance of this Agreement, they will comply with all applicable statutes, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment; and that the Services delivered hereunder shall be produced in compliance with the Fair Labor Standards Act and any other applicable labor law. Partner is solely responsible for payments related to any medical, disability, retirement or other welfare or pension benefits to which he/she is entitled. Partner shall maintain any necessary liability insurance. Partner shall comply with all requirements of the Health Insurance Portability and Accountability Act, the Family Educational Rights and Privacy Act, and Wisconsin Pupil Records law. During the performance of this Agreement, both parties will comply with any applicable federal, state or municipal law or regulation governing non-discrimination and affirmative action in employment as may be applicable. Partner shall treat all persons he/she encounters on a work assignment with respect and dignity and will not engage in any type of harassment or discrimination prohibited by state, federal or local law. Partner hereby indemnifies the District for any expenses and/or damages arising from a lawsuit that may be brought against the District based on Partner's discriminatory or harassing behavior. Partner and the District shall pay and report all applicable taxes and assessments, including without limitation federal, state and local income tax withholding, social security, Medicare and similar taxes, and unemployment insurance, if applicable.

**XI. Waivers**

No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of such right or remedy with respect to such occurrence or event in the future. No waiver of any of Partner's obligations under this Agreement shall be effective unless in writing and signed by the District. No failure on the part of either party to exercise, and no delay in the exercising of, any right or remedy shall operate as a waiver thereof; nor shall

any single or partial exercise of any right or remedy hereunder preclude any other or future exercise thereof or the exercise of any other right or remedy granted hereby, by any related document or by law.

**XII. Amendments**

This Agreement may not be and shall not be deemed or construed to have been altered, modified, clarified, amended, rescinded, canceled or waived in whole or in part, except by written instrument signed by the parties hereto.

**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 a voluntary partnership 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 at least annually. 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 the School District of La Crosse 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**

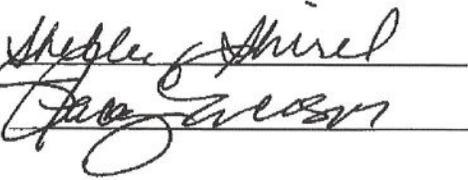
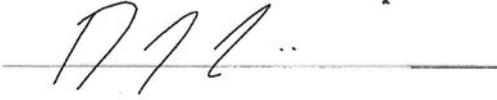
Nothing in this MOU is intended to create, nor shall anything in it be construed as creating, any rights to any third party entity or person that would not exist independently of this MOU.

**XVII. Termination**

Either party may terminate this Agreement at any time with or without cause, with or without a hearing, by providing written notice to the other party.

**Consummation and Ratification**

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of this First day of May, 2024, 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:

	<b>School District of La Crosse:</b>	<b>Ho-Chunk Nation Education Dept.:</b>
By:		
	_____	_____
	_____	_____
	_____	_____

Witnessed By:   
Ho-Chunk Nation Vice President