

**The Ho-Chunk Nation
and
The School District of Baraboo
Baraboo, 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 [hereinafter referred to as "Partner or Partners"] and the School District of Baraboo [hereinafter referred to as "the District"] in Baraboo, 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 [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 Baraboo; 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 Baraboo 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 Baraboo 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 Baraboo 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 Baraboo
423 Linn Street
Baraboo, WI 53913
Phone No.: 608.355.3950

-----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 Baraboo 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.
3. The Tutor Specialists, school administrator(s), and the student's teacher(s) will determine if pull-in or pull-out services would be best for the child and classroom environment.

IV. Responsibilities

1. School District of Baraboo
 - 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

Baraboo by the Ho-Chunk Nation Education Department and signed by parents and/or guardians.

- c. Provide opportunities for Tutor Specialists to attend classes of students to understand the teacher's technique of teaching lessons, observe how the student participates in the classroom, and also to see the struggles the student has with difficult lessons.
 - f. 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 models 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 Baraboo.
 - c. Provide necessary resources (e.g., culturally-relevant materials, materials).
 - d. Communicate with the School District of Baraboo, 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 Baraboo and the Ho-Chunk Nation Education Department is essential.
2. No less than quarterly meetings will be held between stakeholders to discuss progress, recommendations, challenges, and adjustments. (Stakeholders: School administrators, educators, and others responsible for providing services to the student, or those who effectuate services for the student.)
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. **Non-assignment 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 or Wisconsin Department of Public Instruction. 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 Baraboo 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.

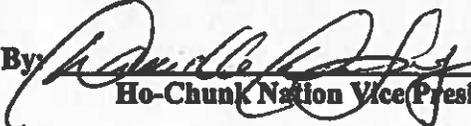
Consummation and Ratification

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of this 15th day of July, 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:

School District of Baraboo:
By: 
Rainey Briggs
Superintendent
Board Action 7-15-24

Ho-Chunk Nation Education Dept.:

Ryan Crain
Executive Director of Education

Witnessed By: 
Ho-Chunk Nation Vice President



HO-CHUNK NATION LEGISLATURE

Governing Body of the Ho-Chunk Nation

HO-CHUNK NATION LEGISLATURE AUTHORIZATION FOR THE DEPARTMENT OF EDUCATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AND MUTUAL SUPPORT WITH THE SCHOOL DISTRICT OF BARABOO

RESOLUTION 08-20-24 C

- WHEREAS,** on November 1, 1994, the United States Secretary of the Interior approved a new Constitution for the Ho-Chunk Nation, formerly known as the Wisconsin Winnebago Tribe; and
- WHEREAS,** the Ho-Chunk Nation ("Nation") is a federally recognized Indian Tribe, organized pursuant to the Indian Reorganization Act of 1934; and
- WHEREAS,** Article V, Section 2(a) of the Ho-Chunk Nation Constitution ("Constitution") grants the Ho-Chunk Nation Legislature ("Legislature") the power to make laws, including codes, ordinances, resolutions, and statutes; and
- WHEREAS,** Article V, Section 2(b) of the Constitution grants the Legislature the power to establish Executive Departments, and to delegate legislative powers to the Executive branch to be administered by such Departments, in accordance with the law; any Department established by the Legislature shall be administered by the Executive; the Legislature reserves the power to review any action taken by virtue of such delegated power; and
- WHEREAS,** Article V, Section 2(d) of the Constitution grants the Legislature the power to authorize expenditures by law and appropriate funds to the various Departments in an annual budget; and
- WHEREAS,** Article V, Section 2(i) of the Constitution grants the Legislature the power to negotiate and enter into treaties, compacts, contracts, and agreements with other governments, organizations, or individuals; and
- WHEREAS,** Article V, Section 2(r) of the Constitution grants the Legislature the power to protect and foster Ho-Chunk religious freedom, culture, language, and traditions; and
- WHEREAS,** Article V, Section 2(s) of the Constitution grants the Legislature the power to promote public health, education, charity, and such other services as may contribute to the social advancement of the members of the Ho-Chunk Nation; and
- WHEREAS,** the Ho-Chunk Nation Tutor Services is a division of the Education Department that strives to provide services in targeted enrichment and intervention to Ho-Chunk students; and

Executive Offices

W9814 Airport Road P.O. Box 667 Black River Falls, WI 54615
(715) 284-9343 (800) 294-9343

WHEREAS, the Ho-Chunk Nation Tutor Services has the ability to provide tutoring services to its Ho-Chunk students; and

WHEREAS, the Ho-Chunk Nation Education Department indicates that Ho-Chunk children within the School District of Baraboo are provided the opportunity to receive tutor services free of charge; and

WHEREAS, the Ho-Chunk Nation Education Department wishes to partner with the School District of Baraboo to help the Ho-Chunk Students succeed;

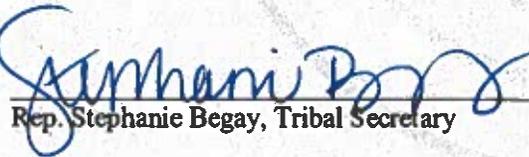
NOW THEREFORE, BE IT RESOLVED that the Ho-Chunk Nation Legislature, pursuant to its Constitutional authority, hereby authorizes the Education Department to enter into a Memorandum of Understanding and Mutual Support with the School District of Baraboo to serve students who request services provided by the Ho-Chunk Nation Tutor Services Division;

BE IT FUTHER RESOLVED that the Ho-Chunk Nation Legislature, by approving this Memorandum of Understanding and Mutual Support in no way waives its sovereign immunity, express or implied;

BE IT FURTHER RESOLVED that the Vice-President is authorized to sign any documents necessary to implement this Memorandum of Understanding and Mutual Support.

CERTIFICATION

I, the undersigned, as Secretary of the Ho-Chunk Nation Legislature, hereby certify that the Legislature of the Ho-Chunk Nation, composed of **13 members** of whom **12** constituting a quorum were present at a meeting duly called and convened and held on the **20th day of August, 2024**, that the foregoing resolution was adopted at said meeting by an affirmative vote of **12 members, 0 opposed, and 0 abstaining**, pursuant to the Article V, Section 2 (a) and (x) of the Constitution of the Ho-Chunk Nation approved by the Secretary of the Interior on November 1, 1994, and that the foregoing resolution has not been rescinded or amended in any way. I further certify that this is a verified copy of said resolution.


Rep. Stephanie Begay, Tribal Secretary

08.20.24
Date