



MEMORANDUM OF UNDERSTANDING AND MUTUAL SUPPORT

**The Red Cliff Band of Lake Superior Chippewa
&
The Bayfield School District
in Bayfield, Wisconsin**

This **Memorandum of Understanding and Mutual Support** is consistent with the United States Department of Justice, Community Relations Service (CRS) congressional mandate as detailed in the Civil Rights Act of 1964 (42 U.S.C. §2000g). CRS provides assistance to communities in resolving disputes, disagreements or difficulties related to conflicts and tensions based on race, color, and national origin. CRS also works with these parties to help communities prevent and respond more effectively to violent hate crimes committed on the basis of actual or perceived race, color, national origin, gender, gender identity, sexual orientation, religion, or disability.

This **Memorandum of Understanding and Mutual Support** [hereinafter referred to as the “**Red Cliff Nation-Bayfield School District**” MOU] addresses issues of mutual interest of the Red Cliff Band of Lake Superior Chippewa & the Bayfield School District [also known as “**the Parties**”] in Bayfield, Wisconsin;

Whereas, the issues of mutual interest to the parties include promoting positive perceptions and improving the nature and scope of interactions between Red Cliff Nation tribal members and the Bayfield County School District; —the school-age members and all of the Red Cliff Nation; and,

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

Whereas, the primary outcome intended by this MOU is to improve the planning and coordination between the Bayfield School District and the Red Cliff Nation of agreements, programs and relations affecting the education of Red Cliff Nation tribal members as students; 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 their agencies; and,

Whereas, Bayfield School District is a political body, duly incorporated, organized and operated pursuant to federal and Wisconsin State Statutes, responsible for education, and 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 Red Cliff Nation’s mission is to govern and heal families in a way that is characteristic of the Red Cliff Nation’s inherent cultural traditions, customs and values, and that addresses the well-being and protection of Red Cliff children, families, communities, and the Nation, with the goal of creating and implementing innovative programming that is proactive in nature and driven by the Red Cliff Nation’s assertion of sovereignty; and,

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Whereas, both Bayfield School District and the Red Cliff Nation have a responsibility for the provision of governance and 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 Red Cliff Nation and Bayfield School District of Bayfield, Wisconsin have met on five occasions, June 22, 2011, July 28, 2011, September 2, 2011, November 22, 2011 and January 26, 2012 to discuss matters affecting county governance, mutual law enforcement and quality education and issues of mutual concern to the parties. The U.S. Department of Justice Community Relations Service provided mediation services for the parties involved, and,

The Parties:

School District of Bayfield
300N 4th Street
Bayfield, Wisconsin 54814
Phone No. 715-779-3201

----And----

Red Cliff Band of Lake Superior Chippewa
88385 Pike Rd., Hwy 13
Bayfield, WI 54814
Phone No. 715-779-3700

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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. Meetings

- a. **Tribal Education Meetings.** The Bayfield School District (BSD) Administrators (Superintendent, Principals, Home School Coordinator and the Director of Pupil Services), in cooperation with the Red Cliff (RCN) Education Directors (Division Administrator, Education Specialist and the Tribal Board of Education) will convene and meet quarterly at RC Tribal locations and Bayfield School locations to improve RC parent and family engagement and quality of education. Quality of education will be defined at the first meeting. Specific dates and sites will be set at the first meeting of each academic year. Details and outcomes of those meetings will be shared with the Red Cliff Tribal Council and Bayfield School Board during their regular meetings.
- b. **The RCN Tribal Council and the BSD School Board** shall meet bi-annually during the academic school year to provide mutual updates and progress reports. The BSD shall suspend Roberts Rules of Order during these meetings to allow for mutual and respectful dialogue between them.
- c. **Title VII Parent Advisory Committee.** In addition to the meetings described above, the BSD and RCN will conduct such meetings as may be required pursuant to Title VII of the Elementary and Secondary Education Act Title VII Parent Advisory Committee's by-laws. The BSD agrees to provide, at the first Title VII committee meeting of every fiscal year, an audit report identifying where Title VII Funds were spent in the previous fiscal year. A Title VII Audit Report for the current and or previous school year will be prepared by BSD to guide discussion about expenditures and recommendations for spending for Native students during meetings in accordance to Title VII Law.
- d. **Impact Aid Meetings.** In addition to the meetings described above, the Parties will conduct such meetings as may be required pursuant to the Impact Aid Law (PL 81-874). The Parties also agree as part of the Annual Impact Aid Hearing information from the Red Cliff community to advise the Bayfield School District on how U.S. Department of Education Impact Aid funds should be used annually in the Bayfield School District. The Bayfield School District further agrees to provide, at the Annual Impact Aid Hearing a report identifying where funds were spent in the previous fiscal year, and specifically describe in writing how Red Cliff Tribal children have benefitted from these funds.
- e. **Joint Collaboration.** BSD and RCN will continue to pursue grant and funding opportunities to enhance student academic achievement and opportunities to benefit all Native and Non-Native students within the BSD.

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II. Ojibwe Culture, Curriculum and Staff Training

- a. The BSD agrees to continue to enhance the current Native American History curriculum at all grade levels to strengthen compliance with the 1989 Wisconsin Act 31 ("Act 31 "). The BSD agrees to attend Wisconsin Department of Public Instruction annual Act 31 meetings at its own expense.
- b. An Act 31 curriculum needs assessment will be conducted annually at Tribal Education meetings. RCN and BSD agree to work together to develop, produce and share materials, personnel, teaching resources that are consistent with Anishinaabeg culture to achieve this on-going objective.
- c. Ojibwe RC Culture and Spirituality Educational training for BSD Staff shall be presented by the RC tribal elders or cultural consultants as endorsed by the Tribal Board of Education. BSD shall provide reasonable compensation to Native and tribal individuals providing cultural consultant assistance and services.
- d. BSD and RCN shall jointly develop an in-service training program at the Quarterly Joint Tribal Education meetings (As defined under Section a. Tribal education meetings) starting with the 2012-2013 school year.
- e. BSD agrees to develop jointly with RCN, Anishinaabeg language programs as a language education elective to implement into the BSD curriculum.

III. Recruitment of Native Teachers

- a. The BSD agrees to actively recruit and seek qualified Native American applicants and to make all employment vacancies, including teaching internship opportunities, available utilizing the Wisconsin Indian Education Association and other state and local recruitment sources. The BSD will also make available to the RCN Tribal Board of Education a notice of any vacancy or new position immediately upon knowledge of availability.
- b. The RCN Education Division Administrator and/or Education Specialist or designee as available, will assist in selecting teachers and other staff members for the BSD as vacancies occur by participation in the selection and hiring process.
- c. The Parties agree to continue to improve communication between them in order to provide school information, meeting information and diverse employment opportunities for teaching and other vacancies that become available in the BSD schools. Communication resources accessed will include RC and BSD websites, RC tribal, Bayfield School newspapers and/or any other available effective resources to assist in the objectives of this measure.

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IV. Disproportionality

- a. **Disproportionality Reduction.** The BSD will continue to make every effort to reduce the disproportionately high number of Native American Students in Special Education.
- b. **Home School Coordinator (HSC) Participation.** The BSD HSC will continue to assist parents of RC students in Individual Education Planning meetings towards improving their academic performance. The BSD and RCN agreed to seek additional financial resources to enhance the HSC Program Coordinator function by hiring an assistant who will be trained by the current HSC and will be available to assist the current HSC in all aspects of the position.
- c. **Disclosure of Student Data.** The BSD will make available aggregated information for all students regarding the level of academic achievement and performance; attendance records, graduation rates, disciplinary actions and severity, and grades to RCN Tribal Board of Education, RCN parents and the HSC. All information pursuant to this paragraph will be disclosed in accordance with IDEA, FERPA, HIPAA, Wisconsin Pupil Records Law and other applicable federal, state or local law. The BSD will develop a plan to address deficiencies on a school district-wide basis as demonstrated by the DPI-mandated assessments in addition to the regular review of Individual Education Programs ("IEPs") as governed by Special Education requirements in DPI Wisconsin Chapter 115.78(2) (b).
- d. **School Guidance Counselor Meetings.** School counselors will meet with each RC student at least once per year to discuss their academic progress and goals. They will meet more frequently upon recommendation or request of parents, teachers, home-school coordinators, administrators or students.
- e. **Early Intervention.** The BSD HSC will continue to be notified of poor student performance.
- f. **Tutoring.** The BSD and RCN agree to improve daily tutoring opportunities for all RCN students.

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V. 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.

VI. 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.

VII. 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 Red Cliff Nation and Bayfield 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 tenets of the MOU as described herein.

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VIII. 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.

IX. Consummation and Ratification

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of this 5th day of April 2012, 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 Bayfield:

The Red Cliff Nation

By:

Cindy Sandy
Craig Hoopman

Rose Souhier

Witnessed By:

Kenith R. Bergeron
Kenith R. Bergeron
Senior Conciliation Specialist
Community Relations Service
U.S. Department of Justice