



Memorandum of Understanding and Mutual Support



By and Between

Oneida Nation of Wisconsin

And

Wisconsin Department of Public Instruction

This Memorandum of Understanding and Mutual Support (hereinafter referred to as the "MOU") is effective as of November 1, 2018, and is entered into by and between the Oneida Nation of Wisconsin, N7210 Seminary Rd, Oneida, WI 54155-0365 and the Wisconsin Department of Public Instruction, 125 South Webster Street, Madison, WI 5370-7841 for the purpose of addressing issues of mutual interest to the parties regarding the education of school-age members of the Oneida Nation of Wisconsin.

RECITALS:

Whereas, the issues of mutual interest include promoting positive perceptions and improving the nature and scope of interactions between the Oneida Nation of Wisconsin and the Wisconsin Department of Public Instruction; and,

Whereas, the intention of this MOU is to provide a framework for respectful and cooperative communication that utilizes consensus building for improving programs and services; and,

Whereas, the primary outcome intended by this MOU is to improve the planning, communication, and coordination between the Wisconsin Department of Public Instruction and the Oneida Nation of Wisconsin of programs affecting the education of the Oneida Nation of Wisconsin tribal members; and,

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

Whereas, the Wisconsin Department of Public Instruction, under the supervision of the State Superintendent has authority under the Wisconsin Constitution to oversee public education in the state; and,

Whereas, the Oneida Nation of Wisconsin is a sovereign nation overseeing the education of their tribal members; and,



Whereas, the Oneida Nation of Wisconsin values education as essential to their vision of a nation of strong families built on Tsiᵇ niyukwalihó.tᵅ and a strong economy and, with partnerships, provides for education opportunities through the Oneida Nation of Wisconsin school system and education and training programs; and,

Whereas, both the Oneida Nation of Wisconsin and the Wisconsin Department of Public Instruction 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 the Oneida Nation of Wisconsin and the Wisconsin Department of Public Instruction understand and consult with one another to ensure that needed services are provided in an efficient, timely, culturally appropriate and effective manner; and,

Whereas, representatives of the Oneida Nation of Wisconsin and the Wisconsin Department of Public Instruction have met on multiple occasions to discuss matters affecting quality education and issues of mutual concern to the parties.

Therefore, the Oneida Nation of Wisconsin and the Wisconsin Department of Public Instruction hereby resolve and agree they will mutually support and adhere to the following principles, and exert their best efforts in doing so.

I. Parties

Ron “Tehassi” Hill, Chairman
Oneida Nation of Wisconsin
PO Box 365
N7210 Seminary Rd
Oneida, WI 54155-0365

Tony Evers, State Superintendent
Wisconsin Department of Public Instruction
125 South Webster Street
Madison, WI 53707-7841
(608) 266-1212
dpistatesuperintendent@dpi.wi.gov

II. Meetings and Consultation

A. Participation and Use.

Both parties agree to meet as needed, minimally one time each year, to identify issues of mutual concern, discuss strategies, work to address identified issues, and provide key contacts to advance work moving forward within the Oneida Nation of Wisconsin and the Wisconsin Department of Public Instruction.

Additionally, the Wisconsin Department of Public Instruction agrees to host a yearly meeting for all education directors and the leadership of each of the tribal nations in Wisconsin.

B. Designation of Contacts.

The Oneida Nation of Wisconsin agrees to identify primary contacts to the Wisconsin Department of Public Instruction and the Wisconsin Department of Public Instruction agrees to do the same on all issues identified in this agreement.



III. Communications

The Wisconsin Department of Public Instruction agrees to provide the Oneida Nation of Wisconsin with access to the same departmental listservs, social media, and published materials provided to public school districts.

IV. Cultural Responsiveness Training

The Wisconsin Department of Public Instruction commits to providing ongoing cultural awareness training to its entire staff to ensure improved communication, service, and understanding in working with the Oneida Nation of Wisconsin and serving tribal students.

Through its American Indian Studies Program established within the Wisconsin Department of Public Instruction via Wisconsin Act 31 to support school districts' efforts to provide instruction in Wisconsin American Indian history, culture, and tribal sovereignty, the Wisconsin Department of Public Instruction is committed to statewide trainings and technical assistance to school districts and the development and dissemination of resources and materials to ensure best practices and quality in teaching and learning about the history, culture, and tribal sovereignty of the eleven federally-recognized American Indian nations and tribal communities in the state of Wisconsin.

V. Issues

A. Increase Cultural Awareness and Understanding of the Tribal Nation

The Wisconsin Department of Public Instruction agrees to work with the Oneida Nation of Wisconsin to identify area school districts to create a collaboration and work proactively to address issues and concerns and comply with the provisions of Wisconsin Act 31 relative to the American Indian Studies Program.

The Department of Public Instruction further agrees to advocate with school districts and professional associations to increase awareness of Wisconsin Act 31 and culturally responsive practices.

B. Every Student Succeeds Act (ESSA)

The Wisconsin Department of Public Instruction and the Oneida Nation of Wisconsin agree to work together on tribal and state goals and educational plans under ESSA in order to better coordinate educational efforts.

C. Educational Options

The Wisconsin Department of Public Instruction agrees to provide technical assistance around educational options for students in regards to:

1. School enrollment options,
2. Dual enrollment opportunities, and
3. Alternative education options.

D. Special Education

The Wisconsin Department of Public Instruction will provide additional technical assistance to the Oneida Nation of Wisconsin around special education and 504 plans.



E. Trauma Informed Care

The Wisconsin Department of Public Instruction will coordinate efforts and educational opportunities around trauma informed care with the Oneida Nation of Wisconsin.

F. Positive Behavioral Interventions and Supports (PBIS) and Response to Intervention (RtI)

The Wisconsin Department of Public Instruction agrees to provide the Oneida Nation of Wisconsin with information around PBIS and RtI implementation in schools.

G. Educational Data

The Wisconsin Department of Public Instruction will work with the Oneida Nation of Wisconsin to provide information and technical support around the Wisconsin school and district report cards and federal accountability profiles for school districts Oneida Nation students are attending.

The Wisconsin Department of Public Instruction further commits to an annual meeting with the Oneida Nation, who may invite school districts. The meeting will cover where data originates, how report cards and profiles are calculated, and any other topic agreed to between the Oneida Nation of Wisconsin and the Wisconsin Department of Public Instruction. Additionally, the Department of Public Instruction agrees to explore the potential for any data sharing agreements with the Oneida Nation of Wisconsin.

H. Student Fees

The Wisconsin Department of Public Instruction will provide technical assistance to the Oneida Nation of Wisconsin surrounding student fees and what is allowable under state law.

VI. Term and Termination

A. The initial term of this MOU shall be a period of three (3) years, commencing on the effective date set forth above. Thereafter, this MOU shall be reviewed by the parties, who may choose to amend or extend the agreement.

B. During the initial term and any renewal terms, this MOU may be terminated by either party upon sixty (60) days advance written notice to the other party. By such termination, no party may nullify obligations incurred prior to the effective date of termination. The sixty (60) days notice requirement may be waived by mutual written consent of the parties.

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IN WITNESS WHEREOF, the parties have executed this MOU on the date shown below, to be effective as of the date signed. The signatories hereto personally represent that this MOU is executed pursuant to legal authorization by the organizations on behalf of which they are signing.

ONEIDA NATION OF WISCONSIN

WISCONSIN DEPARTMENT OF
PUBLIC INSTRUCTION

Signed

Date

Signed

Date