



# Memorandum of Understanding and Mutual Support



By and Between

*Lac du Flambeau Band of Lake Superior Chippewa*

And

*Wisconsin Department of Public Instruction*

This Memorandum of Understanding and Mutual Support (hereinafter referred to as the “MOU”) is effective as of May 18, 2018, and is entered into by and between the Lac du Flambeau Band of Lake Superior Chippewa, 418 Little Pines Road, P.O. Box 67, Lac du Flambeau, WI 54538 and the Wisconsin Department of Public Instruction, 125 South Webster Street, Madison, WI 53707-7841 for the purpose of addressing issues of mutual interest to the parties regarding the education of school-age members and descendants of the Lac du Flambeau Band of Lake Superior Chippewa.

## RECITALS:

**Whereas**, the issues of mutual interest include promoting positive perceptions and improving the nature and scope of interactions between the Lac du Flambeau Band of Lake Superior Chippewa 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 communication between the Lac du Flambeau Band of Lake Superior Chippewa and the Wisconsin Department of Public Instruction and the planning, coordination, and implementation of programs affecting the education of the Lac du Flambeau Band of Lake Superior Chippewa tribal members and descendants; 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 Lac du Flambeau Band of Lake Superior Chippewa is a sovereign nation overseeing the education of their tribal members and descendants; and,



**Whereas**, the Lac du Flambeau Band of Lake Superior Chippewa shall provide leadership to facilitate the educational and cultural growth of the Lac du Flambeau community for the betterment of tribal members and descendants; and,

**Whereas**, because both the Lac du Flambeau Band of Lake Superior Chippewa and the Wisconsin Department of Public Instruction have a responsibility for the provision of education to school-age tribal members and descendants, it is critical to the quality of services that staff and representatives of both parties 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 Lac du Flambeau Band of Lake Superior Chippewa and the Wisconsin Department of Public Instruction have met on multiple occasions to discuss matters affecting quality education and related issues of mutual concern to the parties.

Therefore, the Lac du Flambeau Band of Lake Superior Chippewa 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

Joseph G. Wildcat Sr., Lac du Flambeau Tribal President  
Lac du Flambeau Band of Lake Superior Chippewa Indians  
418 Little Pines Road, P.O. Box 67  
Lac du Flambeau, WI 54538  
(715) 588-4206  
[jwildcatsr@ldftribe.com](mailto:jwildcatsr@ldftribe.com)

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

II. Meetings and Consultation

A. Participation and Use.

Both parties agree to meet as needed, minimally one time each year, by and through authorized representatives, to identify issues of mutual concern, discuss and devise strategies, provide key contacts, and work to address identified issues, in furtherance of this MOU and the mutual obligations of the parties. It is specifically agreed by and between the parties that the meeting(s) contemplated by this subsection may include a work session at the discretion of the Lac du Flambeau Band of Lake Superior Chippewa.

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 Lac du Flambeau Band of Lake Superior Chippewa agrees to identify primary contacts to the Wisconsin Department of Public Instruction, and the Wisconsin Department of Public Instruction agrees to do the same relative to all issues identified in this MOU.

III. Communications

The Wisconsin Department of Public Instruction agrees to provide the Lac du Flambeau Band of Lake Superior Chippewa 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 responsiveness training to all of its staff to ensure improved communication, service, and understanding in working with the Lac du Flambeau Band of Lake Superior Chippewa 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 Responsiveness and Understanding of the Tribal Nation

The Wisconsin Department of Public Instruction agrees to work with the Lac du Flambeau Band of Lake Superior Chippewa to identify area school districts with which 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 Wisconsin Department of Public Instruction further agrees to advocate with school districts and professional associations to increase awareness of Wisconsin Act 31 and promote culturally responsive practices.

B. Head Start

The Wisconsin Department of Public Instruction will explore with the Lac du Flambeau Band of Lake Superior Chippewa the requirements of the Head Start Program in a public school setting and transitions to kindergarten to determine if any additional supports can be provided.

C. Every Student Succeeds Act (ESSA)

The Wisconsin Department of Public Instruction and the Lac du Flambeau Band of Lake Superior Chippewa agree to work together on tribal and state goals, stakeholder engagement, and educational plans under ESSA as well as to coordinate educational efforts wherever possible.



D. Educational Options

The Wisconsin Department of Public Instruction agrees to provide technical assistance related to educational options for students under state law including homeschool, private school choice, charter schools, and open enrollment.

E. Trauma Informed Care

The Wisconsin Department of Public Instruction agrees to provide to the Lac du Flambeau Band of Lake Superior Chippewa access to any and all technical support and professional development services provided to public school districts regarding trauma informed care with the Lac du Flambeau Band of Lake Superior Chippewa.

F. Traditional Foods

The Wisconsin Department of Public Instruction is committed to utilizing traditional foods within Head Start Programs, schools, and community nutrition programs. The Wisconsin Department of Public Instruction will work with the Lac du Flambeau Band of Lake Superior Chippewa to address how this may best be accomplished.

G. Educational Data

The Wisconsin Department of Public Instruction will work with the Lac du Flambeau Band of Lake Superior Chippewa to determine availability of secure data and research possibilities.

H. Educational Advocacy

The Wisconsin Department of Public Instruction agrees to provide information, resources, and technical assistance related to the Individuals with Disabilities Education Act (IDEA) and 504 plans under the Americans with Disabilities Act (ADA) to the Lac du Flambeau Band of Lake Superior Chippewa.

I. Library Supports

The Wisconsin Department of Public Instruction will work with the Lac du Flambeau Band of Lake Superior Chippewa to review public library requirements and available supports to the tribal library.

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.

VII. Miscellaneous Provisions

A. Sovereign Immunity

This MOU shall not waive, in any fashion, the sovereign immunity of the Lac du Flambeau Band of Lake Superior Chippewa Indians.



- B. Assignment  
Neither party may assign or subcontract this MOU or any rights, duties or obligations under this MOU without the prior written consent of the other party. Any assignment or delegation in derogation of this paragraph shall be deemed void.
- C. Waiver  
Any party's failure to insist upon strict performance of any provision of this MOU shall not be deemed a waiver of any of its rights under this MOU.
- D. Severability  
The invalidity or unenforceability of any provision of this MOU will not affect the validity or enforceability of any other provision.
- E. Notices  
Any and all notices, demands, or other communications required to be given hereunder by any party shall be in writing and shall be validly given or made to the other party if personally served, served by fax or other electronic means, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by fax or other electronic means, such notice shall be conclusively deemed given effective the next day. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five (5) days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given, i.e. to the mailing address of the Lac du Flambeau Band of Lake Superior Chippewa or to the business address of the Wisconsin Department of Public Instruction, as the case may be, or to such other address as either party may designate by written notice to the other party. Communications not specifically required to be given under the terms of this MOU, including, but not limited to, informal communications, meeting notices, training notices, and correspondence, need not conform to the dictates of this subsection E.
- F. Headings and Captions  
The headings and captions contained in this MOU are for convenience purposes only and are intended to have no effect in construing or interpreting this agreement.
- G. Counterparts  
This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- H. Amendment  
No addition to, or alteration of, the terms of this MOU, whether written or verbal, by the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this MOU, which is formally approved and executed by both parties.

Memorandum of Understanding and Mutual Support



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

LAC DU FLAMBEAU BAND  
OF LAKE SUPERIOR CHIPPEWA INDIANS

BY: *James Wildent* Date: 5/18/18

WISCONSIN DEPARTMENT OF PUBLIC  
INSTRUCTION

BY: *[Signature]* Date: 5/18/18