



MEMORANDUM OF UNDERSTANDING
Blackfeet Tribe,
AND
Browning Public School District No. 9

This Memorandum of Understanding (the Memorandum) is made on January 16, 2025, by and between Blackfeet Tribe, of 90 Hwy 464, Browning, Montana 59417, hereinafter referred to as BT and Browning Public School District No. 9, of 129 1st Ave SE, Browning, Montana 59417, hereinafter referred to as BPS, for the purpose of achieving various aims and objectives relating to the Blackfeet Tribe & Blackfeet Tribal Business Council and Browning Public Schools and Browning Public Schools Board of Trustees strategic plans.

WHEREAS, BT and BPS desire to enter into an agreement in which BT and BPS will work together to forward and complete the goals of the BT and BPS strategic plans;

AND WHEREAS, BT and BPS are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the BT Resolution requiring students ages 6-19 to be in school on a daily basis and the BPS Attendance Policy;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Blackfeet Tribe and Browning Public School District No. 9.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Blackfeet Tribe and Browning Public Schools and to demonstrate financial, administrative and managerial commitment to the Blackfeet Reservation Family Support Systems- Truancy Court program/process by means of following individual services provided by the individual programs.

Cooperation

The activities and services for the MOU shall include, but not limited to: Blackfeet Truancy Court, Blackfeet Healing 2 Wellness Court, Blackfeet Child & Family Services/Child Protection Services, BPS Attendance Committee, Individual BPS campus attendance committees

A. Services to be rendered by BT include:

- Inform all parties of the goals and requirements the BT team has established for participation in Truancy Court and any requirements which apply to an individual participant.
- Conduct frequent and random attendance checks pursuant to the monitoring capabilities of the Truancy Court staff and BPS Attendance Committee members when applicable.
- Utilize sanctions and incentives to reinforce participant progress with families (parents/guardians), students and MOU participants and Browning Public School District #9.
- Provide regular updates to BT Team members and BPS Attendance Committee providers on each participant, including the results of random attendance checks, violations of program rules, concerns identified by the BT team or BPS Attendance Committee members, sanctions applied and incentives applied during hearings, and participant achievements.
- BT team members may visit partner BPS facilities as needed and will sign any appropriate confidentiality documents, including for FERPA and HIPAA.
- Attend Truancy court and if needed any substance use disorder treatment conferences and trainings, if funding is available inclusive of student attendance support programs such as restorative & trauma informed practices.
- Ensure all participants sign release of information forms to allow BT and BPS providers to communicate in an efficient & effective manner with the mutual understanding of the need for confidentiality for each family and/or program member/participant.
- Establishing separate Adult & Juvenile BCFS/CPS Teams, Wellness Court Staffing Teams, or Truancy Court Teams which will consist of a judge and other members set forth in the Policies and Procedures of Tribal Court. Staffing Teams will each meet bi-weekly (scheduled and organized by Project Coordinator) to monitor and assess compliance and progress for their participants. Teams will make the commitment and effort to have weekly court sessions for participants, primarily scheduled at partner BPS facilities.
- Utilize restorative justice practices & trauma informed strategies, traditional to the Blackfeet people, through a behavior modification model of sanctions and rewards with gradually decreasing monitoring, supervision, and support of participants.
- Value and promote the unique culture, customs, and traditions of the Blackfeet people in the interest of promoting healing and wellness of participants. The Education Committee Chairperson/Coordinator will meet with the advisory committee and cultural advisors to schedule monthly cultural activities for all participants.
- Share all data collected as a result of this partnership, as requested.
- Conduct preliminary hearings, court hearings, or any other applicable court ordered appearance on site at the appropriate BPS campus, these hearings can be conducted during school hours.
- Conduct any hearings as mandated by the court at the appropriate Blackfeet Court facility when, or if needed.

B. Services to be rendered by Browning Public School District No. 9 include:

The School District agrees to become a partner in Truancy Enforcement for ages 6-19 on the Blackfeet Indian Reservation Community by actively participating in Blackfeet Family Court, or Truancy Court as a full participatory agency and as such agrees to:

- Allow and require BPS staff to be part of the membership of the BT Advisory Team when assigned by BPS Administration, primarily BPS Building Attendance Coordinators and if needed BPS Building Administration.
- Allow and require BPS staff with participant membership in the truancy projects to participate in the BT Staffing Team, and when applicable to participate in bi-weekly case staffing.
- Provide progress reports for grades, attendance, behavior, whole child support and participation in school and other court- ordered activities, and any other information pertinent to Family Court, or Truancy Court, upon request, and to make this information available at least 2 hours prior to weekly staffing meetings. To comply with FERPA, participants and/or parents will be required to sign a release of information for this information to be given to Truancy Court as a requirement of participation in the program. Requests for information will be made in a timely manner.
- Provide assistance to the participant & families with transportation to counseling and/or other court ordered sessions, whenever feasible; and to provide any other assistance necessary and feasible to assist the participant, during school hours, to be compliant with all Tribal Court recommendations & requirements.
- Provide full and complete reports to the appropriate Family Court, or Truancy Court probation officer or coordinator, including an immediate report when a participant fails to appear on time for scheduled services or any indication that a patient is altering or falsifying documents, and/or any other violations of treatment program and sobriety rules including but not limited to court ordered attendance, and if needed behavior, contracts.
- Allow and require BPS Attendance Committee team members/staff to attend any available Tribal Court training and criminal justice conferences as appropriate and when funding and time are available.
- Partner with the identified Tribal Programs (Truancy Court, Healing 2 Wellness Court, BCFS/CPS) to provide training for the community; Truancy Court partners and participants with cultural and trauma-related training and activities that meet the needs of both partners in their goals and visions will be identified as resources to provide any PD and/or training.
- Provide school-related incentives activities for participants in Truancy Court including, but not limited to: activity/athletic game passes, approved late passes to school, early release passes from school, lunch with the superintendent, lunch with the principal, and other school-sponsored event passes such as prom; and provide school-related sanctions such as, but not limited to: mandated after-school or after-event community service, removal of open-campus for lunch hours (for high school age); also, provide services such as giving presentations to young students on the dangers of drugs and alcohol, or verbal apologies to staff for disrespecting them. School- related sanctions, incentives, and services are something the school participant team

members/attendance committees can and should bring to the table with support provided primarily at the building level with district level support providing the funding and/or support for any shortfalls.

- Provide mental health support and prevention support through school-resources, as needed, for students & staff. Also, to allow and require mental health and prevention staff to participate in the identified Tribal Court staffing and/or advisory teams as support services.
- BPS Attendance Coordinator(s) will represent BPS & attend all preliminary hearings, court hearings, or any other applicable court ordered appearance on site at the appropriate BPS campus, these hearings can be conducted during school hours. Each school building/campus will have one identified Attendance Coordinator who will be given powers of the court to enforce all court orders, and if applicable to serve search warrants and/or request law enforcement support of the court order and/or search warrant.
- BPS Attendance Coordinator(s) will attend any hearings as mandated by the court at the appropriate Blackfeet Court facility when, or if needed, during or after school hours. The building principal will work with the Attendance Coordinators on ensuring that hours are flexed or overtime is provided for after school hours support if the Attendance Coordinator has completed or is on pace to complete 40 hours for the week.
- When mandated BPS Building Administrator (principal or assistant principal) will attend any and all court hearings to represent individual BPS campuses, specifically for referrals for suspended absences and/or if a family cites bullying or harassment as the source of the student's attendance absences. The building administrator will present the student's behavior file in addition to the presented Truancy Court checklist file.
- BPS Truancy Court checklist will be completed prior to any referral to truancy court & this checklist must be approved by the Building Principal & then by the BPS Attendance Committee Chairperson during the bi-weekly district Attendance Committee meetings. Any unapproved checklist/files will be returned to the in-building attendance committee with the reasoning and rationale for not being approved. The in-building attendance committee can then resume completing the checklist successfully.
- All supporting student documentation will be submitted upon request including but not limited to: behavior management data/file, submitted bullying reports, academic grades, Special Education IEPs, student 504's, or any information deemed by the student/family or school as having a significant effect on the student's daily attendance.

BPS Truancy Court referral process will include the following:

The BPS Truancy court referral process for attendance: State law requires BPS to provide every school age child a free and appropriate education. Blackfeet Tribal Resolution requires students on the Blackfeet Indian Reservation to attend school from 6-19 years of age. The following will be the process that will be implemented to meet the requirements of the State and Tribal laws regarding truancy. Each individual BPS attendance coordinator from each building will be provided with court officer authority within Blackfeet Truancy Court to file a complaint against the offending family/student. Per BPS Policy, Browning Public Schools has a responsibility to refer students to truancy court once the student reaches more than 10 absences per semester.

It is within this combination of BPS being required to provide a free and appropriate education to all students while requiring students to be at school on a daily basis with a maximum allowance of 10 absences per semester that the in-building attendance committees will complete the truancy court checklist and then make the decision and recommendation to refer the student/family to truancy court. There is a minimum of 6 staff members on the in-building attendance committees making the recommendations.

The building attendance coordinator will contact truancy court to file a complaint. Once the complaint is filed, the BPS building attendance coordinator will provide the BPS truancy court checklist/file to the truancy court officer at family court. Truancy court will then provide a summons to the family and to the school/attendance coordinator to appear at a preliminary court hearing. This preliminary court hearing will be scheduled at the school building unless circumstances require a change of venue to the tribal court complex. The outcome of this preliminary hearing will be a contract that each party is in agreement with, and any support that the student needs will be identified and begin to be provided. The BPS building attendance coordinator will be the representative of the school called to testify before the court regarding the student's attendance. The BPS school administrator can also be called to be present at the hearing and to take the stand if required by the judge to provide further context on the academic, behavior, and whole child support that has been provided to the family/student by the school building. The basis of the complaint will be the student's attendance file that has been created by each building attendance team as evidenced by the BPS Truancy Court checklist which provides evidence that the student is in violation of the BPS Attendance policies and BPS strategic plan. The ultimate decision that must be made is the overall reason for the truancy court referral- is the overall reason being that the attendance policy violation is a result of educational neglect by the parent, or is the overall reason due to the choices and decisions made by the student either in refusing to go to school or choosing to be tardy and/or absent or skipping while at school. To simplify, the consequence will be applied to the parent/guardian for failure to send, or it will be applied to the student for failure to attend.

Truancy court referral for suspended absences: If a student has exhausted all behavior management steps within the school's behavior management plan as evidenced in the student handbook, and there are no other options available other than repeating the behavior management plan steps for consequences, this student can be referred to truancy court for suspended absences. This suspended absence/truancy court referral will require both the student's attendance file and the student's behavior management file that documents the student's behavior and the support that has been provided by the school at each step of the process. This referral will require the building administrator to be present and testify on the stand at the court hearing, along with the family, and answer questions that originate from the behavior file and/or questions regarding the student's daily pattern of behavior, and the support provided by the family within this entire process. The parent/guardian will be required to get on the stand and testify that they have done everything that they can do as a parent/guardian and that the reason for the court hearing is the decisions and choices being made by the student while they are at school and that it is not negligence as a parent. The school will testify that this is correct testimony by the parent/guardian and that the

parent/guardian and school district are in agreement that an alternative placement at JDC or residential school or treatment facility is the only option available to support the student and their attendance and academic needs.

Referral to Blackfeet Child & Family Services/Child Protection Services and family court: This MOU also contains support services being provided by the Blackfeet Child & Family Services/Child Protection Services for all students and families. Students referred to BCFS/CPS will follow the established laws, rules, and guidelines for supporting students who are referred for potential removal from home and/or parents/families. Students and families will follow and comply with all stated expectations within this MOU in addition to all laws governing the Blackfeet Tribe and the BCFS/CPS program.

Referral to Blackfeet Healing 2 Wellness Court: This MOU also contains support services being provided by the Blackfeet Healing 2 Wellness Court for all students and families. Students referred to BH2WC will follow the established laws, rules, and guidelines for supporting students who are referred for potential violation of Blackfeet Tribal Law & Order code, specifically but not limited to: drugs, alcohol, fighting, assault. Students and families will follow and comply with all stated expectations within this MOU in addition to all laws governing the Blackfeet Tribe and the BH2WC program. In order for BPS to refer students to the BH2WC, students must be cited by a Blackfeet Law Enforcement Officer for violating Blackfeet Law & Order codes while on school grounds, this can be before, during, or after school hours.

The following is our current BPS attendance classifications for students:

- Each building will have a list of students who are rolled over from the previous school year but have not registered for the current school year (Students who have not reported, enrolled or registered for the current school year). These students will be referred to truancy court immediately after the first 10 days of the school year and/or semester for failure to register/enroll per tribal law.
- Each building will have a list of students who are registered but who have been dropped due to 10 consecutive absences and refused to re-enroll (Students and/or families who have not made any contact with the school for 10 consecutive days will be dropped immediately at the end of day 10). These students will be provided up to 2 school days beyond the 10 consecutive days to make contact with the school and re-enroll after being dropped. If no contact is made and the student is not re-enrolled the student will be referred to truancy court for being dropped from school, per state law.
- Each building will have a list of students who are going to school 1-2 days out of every 10 days to avoid being dropped for 10 consecutive absences (Students who make an appearance at school once or twice every 2 weeks to avoid being dropped from school for 10 consecutive absences). These students will be referred to truancy court for violating the BPS Attendance policy for more than 10 absences per semester. The recommendation will include evidence of the reasoning being either failure to send by the parent or failure to attend by the student.

- Each building will have a working list of students with over 10 absences for the semester. This list of students will be broken down into sub-sections to identify those students with over 10 unexcused absences and students with over 10 excused absences for the semester (Students with over 10 unexcused absences will be discussed at the in-building attendance committee meeting and a decision will be made to recommend the student for truancy court). These students with over 10 unexcused absences will be contacted to verify the reasoning for these absences to help the in-building attendance committee determine if this is due to failure to send by the parent/guardian, or failure to attend by the student. Students with over 10 excused absences for the semester will continue to work with attendance coordinator and building administrator on ensuring that the student is fully supported to complete any homework that has been requested & provided.
- The MOU's state specifically states that once agreed to by all parties that the communication to families and students will be a whole group (BPS, Truancy Court, BCFS/CPS, and BH2WC) communication to the entire reservation and reservation adjacent. BPS will continue to provide information on the marketing and PR for this entire project using the BPS Attendance Committee as time to develop whole group messaging. This committee meets regularly and will be communicated to the Blackfeet Tribe.

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both or all parties. Where it does not breach confidentiality protocols, a spirit of open and transparent communication should be adhered to. Co-coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Liability

No liability will arise or be assumed between the Partners as a result of the Memorandum.

Dispute Resolution

In the event of a dispute between the Partners in the negation of the final binding contract relating to this Project, the Advisory Committee will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the Advisory Committee will be final. In the event that the Advisory Committee is unable to make a compromise and reach a final decision, it is understood that neither party is obliged to enter into any binding contract to complete the Project.

Term

MOU between Blackfeet Tribe & Browning Public School District #9

The arrangements made by the Partners by this Memorandum shall remain in place from January 16, 2025 to the project end date, which has been identified as the final day of the BPS 24-25 school year, which includes BPS summer school. The term can be extended or renewed

only by agreement of all of the Partners. An updated agreement will be put into place prior to the beginning of the 25-26 BPS school term to support attendance needs of all students.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Montana, the Office of Public Instruction, and the Blackfeet Tribal Law & Order Code. Furthermore, the Blackfeet Tribe and Browning Public Schools, acknowledge that in receiving, transmitting, transporting, sorting, processing or otherwise dealing with any information received from the program identifying or otherwise relating to the patients in the program (protected information), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, (42 CFR, Part2) and the Health Insurance Portability and Accountability Act (HIPAA...45 CFR, parts 142, 160, 162, and 164); and the Family Educational Rights and Privacy Act (FERPA... 34 CFR, Part 99) and that all involved parties agree that they may not use or disclose the information provided except as permitted or required by the agreement or by law.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- To the extent possible, each Partner will participate in the development of the Project.

MOU Blackfeet Tribe & Browning Public School District #9

- Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of

this Memorandum shall be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.

- This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- This Memorandum will be effective upon the signature of both Partners.
- Any Partner may terminate its participation in this Memorandum by providing written notice to the other Partner.

The following Partners support the goals and objectives of the Blackfeet Truancy Court:

Signatories:

This Agreement shall be signed on behalf of the Blackfeet tribe by the Blackfeet Tribal Business Council Education Committee Chairperson, by Blackfeet Truancy Court by Chief Judge and Family Court Judge, and on behalf of Browning Public School District #9 by Rebecca Rappold, its Superintendent of Schools. This Agreement shall be effective as of the date first written above.

_____ Blackfeet Truancy Court Chief Judge

_____ Blackfeet Family Court Judge

_____ Browning Public School District #9
By Rebecca Rappold, Superintendent of Schools

MOU Blackfeet Tribe & Browning Public School District #9