Accredited by State Department of Public Instruction

Baker Public Schools

AARON SKOGEN, Superintendent of Schools
MEGAN MCKEIGHAN, High School Principal
DERYK VAN ZEE, Associate Principal/AD

1015 South Third West
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Baker, Montana 59313
High School Phone 406-778-3329
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KELLI CARLSON, Elementary Principal
MARANDA HASTIG, Associate Elementary Principal
JENNIFER METTLER, District Clerk

September 16, 2026

Subject: Important Class Notice Regarding Settlement Agreement

Dear Student, Parent, or Legal Guardian,

A Montana Court has authorized distribution of the attached Class Notice to all students and their parents or legal guardians to inform you of the attached settlement agreement reached between the Montana Office of Public Instruction and the ACLU of Montana to resolve class action litigation.

Please review the attached Class Notice and settlement agreement carefully. The Class Notice contains important information about the litigation, settlement, and any rights or options available to class members. The settlement agreement is attached so you may review its full terms. If you have questions about the Class Notice or the settlement agreement, please refer to the contact information provided in the attached Class Notice. Please do not contact the district or schools regarding the Class Notice or the settlement agreement.

Sincerely,

Baker Public Schools

SETTLEMENT AGREEMENT

The following settlement agreement ("Agreement") is entered into by and among all Plaintiffs and Defendants Montana Office of Public Instruction ("OPI"), Montana Superintendent of Public Instruction ("SPI"), collectively "the Parties," in *DuPuis-Pablo, et al. v. Montana Office of Public Instruction, et al.*, DDV-21-0398 (the "Lawsuit"). The Parties have mutually resolved the issues raised in the Lawsuit. Therefore, it is hereby:

AGREED by and between the Parties as follows:

1. This Agreement is effective as of the date of execution. It may be executed in multiple counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on the Parties hereto, notwithstanding that all of the Parties are not signatory to the same counterpart.

2. The Agreement is binding on the parties to it, their heirs, personal representatives, successors, assigns, agents, partners, employees, and attorneys. In exchange for the actions set forth in this agreement, Plaintiffs agree to release OPI from any and all claims—monetary, injunctive, or otherwise—related to the subject-matter of this lawsuit, so long as OPI complies with its requirements under this agreement. Plaintiffs agree that this settlement agreement is not considered an admission of liability.

3. The Parties will submit to the trial court within ten days of full execution of the Agreement a joint motion to dismiss the Lawsuit with prejudice, while requesting that the Montana Eighth District Court, County of Cascade, retain jurisdiction to enforce the terms of this Agreement. Plaintiff Tribes agree to a limited waiver of tribal sovereign immunity for the purposes of enforcing the terms of this Agreement. This limited waiver shall not be construed as a general waiver of sovereign immunity and applies only to this Agreement and no other proceedings, actions, or claims.

4. The Parties enter into this Agreement, respectively, as a free and voluntary act with full knowledge of its legal consequences.

5. This Agreement shall be construed, interpreted and enforced under the laws of the State of Montana. Any action brought to enforce this agreement shall be brought in the Eighth Judicial District Court, Cascade County.

6. This Agreement may not be changed, modified or assigned except by written agreement of the Parties, through their chosen counsel.

I. Assessment & Accountability Measures:

A. OPI agrees to continue to include measures of IEFA in accreditation determinations. In the event OPI transitions to a new system of expenditure monitoring, the provisions of this agreement shall apply to the new system.
B. OPI agrees to and commits to continue to include guiding questions specifically related to Indian Education in the Accreditation Status Criteria Reference Guide for purposes of determining school and school district accreditation for all future academic years.
C. OPI agrees to continue to obtain evidence of IEFA integration into school districts' education program through the ACCREDMT school accreditation system consistent with current practices.
    i. "Consistent with current practices" means that OPI requires, and will continue to require, schools to provide assurances and evidence that they have allocated funding for specific IEFA supports including, but not limited to, IEFA instruction across their curriculum, in the same – or substantially similar – form currently employed by prompts "J", "K", and "M" in the 2025 ACCREDMT system.
D. OPI will continue to comply with applicable Montana law concerning tribal consultation.
    i. OPI will add a prompt to Rubric J in the ACCREDMT system to ask for evidence of schools' compliance with their obligation to consult with Montana tribes with respect to IEFA on an annual basis. Evidence of a school's tribal consultation efforts may include, but is not limited to:
        a. Attendance at any Zoom IEFA conference conducted by the Tribes;
        b. Agendas and sign-in sheets from meetings held with tribal representatives;
        c. Minutes or notes documenting the substance of discussions with tribes;
        d. Written correspondence (e.g., emails, letters) inviting tribal representatives to consultation meetings;
        e. Tribal feedback forms or written comments received during the consultation process;
        f. Memoranda of Understanding ("MOUs") or other formal agreements with tribes regarding education goals or programming;
        g. Documentation of joint planning sessions or working groups that include tribal participation;
        h. Evidence of tribal input being incorporated into school or district plans (e.g., Indian Education for All integration plans, school improvement plans);
        i. Records of follow-up meetings or communications addressing tribal concerns raised during consultation;
        j. Schedules showing regular, recurring consultation opportunities with tribal representatives, including opportunities provided by the tribes;

k. Signed acknowledgment or confirmation from tribal education departments that consultation occurred (where feasible and appropriate);
l. Documentation of efforts to overcome barriers to tribal participation (e.g., providing interpretation, transportation support, or virtual meeting options);
m. Copies of consultation policies adopted by the school or district and evidence of implementation; and
n. Attendance at MACIE meeting(s) to the extent they include substantive conversations with authorized tribal representatives.

ii. OPI will follow up with schools scoring in the two lowest numerical weights (for example, a 0 or 1 on a rubric scoring from 0-3) based upon tribal consultation. OPI may consider the following non-exhaustive list of follow-up actions:
a. Providing targeted technical assistance to the school or district on tribal consultation requirements;
b. Offering professional development or training opportunities on effective tribal consultation practices;
c. Facilitating meetings between school officials and tribal representatives to support improved collaboration;
d. Requesting a written plan from the school describing steps to ensure compliance with consultation obligations;
e. Conducting periodic check-ins or progress reports to monitor implementation of improved consultation practices;
f. Sharing model policies, templates, or best practices with the school or district;
g. Referring persistent non-compliance concerns to appropriate oversight or administrative review within OPI;
h. Coordinating with tribal education departments to jointly support consultation improvements; and/or
i. Issuing written reminders or guidance clarifying legal obligations under applicable Montana law regarding tribal consultation.

iii. For purposes of evaluating a school's compliance with IEFA's tribal consultation requirement, OPI shall encourage schools to use publicly available contact information for a Tribe's government provided on that Tribe's website or other source maintained by the Tribe. For Tribes that do not specify a designated official for tribal consultation, the schools should be encouraged to contact the Tribal Chairperson directly.

E. OPI shall implement the following enforcement mechanisms:
i. OPI shall continue to follow up with all schools scoring in the two lowest numerical weights on any IEFA-related prompts to work with them to create an IEFA plan and/or to spend IEFA-designated funding on eligible activities. OPI shall document all follow up conversations.
a. OPI will encourage schools receiving a score in one of the two lowest numerical weights in IEFA-related areas from the prior year to send staff to attend the IEFA Best Practices Conference. For

schools that don't send staff, OPI will deploy members of the IEFA unit to do professional development on IEFA for staff during the same academic year. The IEFA unit will check in during the academic year with those same schools to ensure improvement.

b. OPI will ensure that IEFA funds are spent on IEFA-eligible activities, for example by continuing its current approach of requiring school reporting on IEFA expenditures, school certification of the same, and cross-checking expenditure reports. OPI will reduce funding for those schools that fail to meet this metric in the manner prescribed by House Bill 338.

ii. OPI will require and conduct a thorough review of evidence (e.g., receipts, invoices) of all IEFA spending from at least seven schools per year for a period of ten years.

a. Schools receiving a score in the two lowest numerical weights on IEFA accreditation rubrics J or K, and / or schools receiving complaints regarding IEFA through the complaint portal will be eligible for this OPI evaluation. OPI will randomly select seven schools from this pool each year.

b. During the first ten years of implementation, seven schools will be evaluated per year even if no schools receive a score in the two lowest numerical weight or IEFA-related complaints.

c. OPI will not evaluate or request evidence as described in this section from the same school twice within a three-year period unless no other schools have received a score in the two lowest numerical weights on rubrics J or K. If OPI has already performed an evaluation of requested evidence as described in this section on one of the randomly selected schools, it will randomly select another school from the pool instead.

d. On request, OPI will provide the names of the evaluated schools, if the schools were chosen through method ii(a), above.

iii. After ten years, OPI will only evaluate schools that score in the two lowest numerical weights on Rubric J or K, up to seven schools per year. If there are fewer than seven eligible schools, fewer evaluations will occur.

F. OPI will encourage school districts to engage with parents in assessing the school districts' IEFA implementation, including, but not limited to, through the IEFA complaint portal.

G. OPI will continue to provide guidance and training on tribal consultation via its tribal consultation specialist, annual tribal consultation conference and any IEFA conferences, and learning hub courses. OPI will also engage in tribal consultation at an annual meeting in Helena discussed in Section IV.

H. OPI will comply with SB 181 and will refer complaints regarding IEFA implementation submitted to the portal required by SB 181 to the school districts for a response.

i. OPI shall notify the Montana Advisory Council on Indian Education ("MACIE") and all Montana Tribes of the feedback portal annually.

ii. OPI will feature the existence of the portal on its website.

iii. OPI shall encourage school districts to notify all parents in their district of the complaint portal annually and encourage school districts to provide parents with hard copies of a feedback form to ensure access by communities with low internet connectivity.
iv. OPI shall respond to any complaints that relate to OPI's role in implementing IEFA in writing within 60 days.

II. Creation of content standards, in conjunction with the requirements of the Montana Constitution, Montana Code Annotated, Administrative Rules of Montana, and HB 338:

A. IEFA-Specific Content Standard Update:
   i. OPI will continue to incorporate its essential understandings guidance that integrates IEFA across all curricula as it goes through Negotiated Rulemaking according to the current schedule.
   ii. OPI will continue to follow statutory requirements regarding the makeup of the Negotiated Rulemaking Committees (NRC), including those set forth in SB 181 and Mont. Code Ann. §§ 20-7-101 and 20-1-503. In addition to the statutory requirements:
      a. Each Montana Tribe may nominate at least one potential member to apply for the NRCs within 60 days of being provided notice to the Tribal Chairperson, or Tribal Council Designee, or the Tribal Education Department by OPI of a vacancy. If fewer than three tribal members apply to sit on an NRC within 60 days of OPI's notification of a vacancy, this shall constitute a defense to any action to enforce this Agreement's requirement for tribal representation on the NRC.
      b. OPI will select NRC positions according to Montana law.
      c. OPI shall place a minimum of three tribal member representatives on the NRCs, so long as three qualified individuals apply pursuant to the process set forth in Section A(ii)(a). For NRCs that consist of greater than fifteen individuals with voting privileges, 25% of the committee must consist of tribal members, so long as enough qualified individuals apply pursuant to the process set forth in Section A(ii)(a).
      d. The NRCs shall include teachers and curriculum development experts to help develop the standards in a realistic and approachable way for teachers to complete.

B. In addition to teaching Indian Education across different subject areas, OPI will encourage schools to offer standalone Indian Education courses through their Class 7 language and culture specialist and/or through the Digital Academy.

III. Financial Reporting & Monitoring:

A. Montana Automated Education Financial Accounting and Information Reporting System ("MAEFAIRS") reports for expenditure under the appropriate code shall

include, but not be limited to, the minimum following spending categories: books, field trips, supplies, training, professional development, honorariums, and salaries & benefits.

B. OPI's IEFA division will continue to coordinate with its finance team in communicating with and assisting local school districts to comply with IEFA expenditure requirements.
C. OPI shall publish the list of schools that are noncompliant with IEFA expenditure requirements annually online.

IV. Tribal Consultation:

A. OPI will encourage all schools to consult with tribes in Montana as required by the Indian Education provisions (Mont. Const. Art. X, § 1(2); § 20-1-501 et seq.; HB 338 (2023); SB 181 (2025)). OPI will recommend that the school district document the attempts and keep them on file.
B. OPI will encourage school districts to meaningfully consult with local tribes in developing their Indian Education plans as required by SB 181 and all applicable laws regarding tribal consultation. A Tribe's failure to provide input after two requests for engagement constitutes a defense to any action to enforce the consultation provision of this Agreement, provided those efforts are documented and otherwise supported by evidence.
C. OPI will offer IEFA tribal consultation training at the IEFA Best Practice Conference annual conference and will continue to offer training online, do outreach to districts, and offer support.
D. OPI shall provide all OPI staff who work on IEFA implementation with a 3-hour tribal consultation and cooperation training every 3 years and/or upon election/hiring.
    i. OPI shall also encourage school/district personnel responsible for IEFA implementation to participate in this training if said school/ district does not provide sufficient evidence of tribal consultation to OPI.
E. OPI shall continue to consult with Montana tribes as provided for by law, including, but not limited to:
    A. On an annual basis, OPI shall extend a written invitation to each tribe in Montana to meet with OPI at their offices in Helena to discuss IEFA monitoring, professional development, resources, and survey and complaint responses. Such meetings will include a remote video option and will allow for presentation by Tribal representatives regarding IEFA concerns.
    B. OPI shall create and retain, in accordance with its records retention schedules, records of any meetings between tribes and OPI resulting from the annual invitations, including how they communicated with the tribe (e.g., email, phone, in-person meeting, video meeting, etc.); the name(s) and position(s) of the person(s) who were involved from each tribe; and the substance of each consultation communication, including any significant

concerns expressed by tribes and how the consultation shaped OPI's IEFA implementation.

C. OPI shall document what they learned from the process of inviting tribes to meet with OPI on an annual basis as well as the results of those meetings, including any significant concerns that were expressed; how that consultation shaped IEFA implementation; and OPI's plans for future and ongoing consultation with all Montana tribe(s).

F. OPI shall continue to work with BPE to fund and support MACIE.
   i. All MACIE requests/resolutions directed at OPI will be responded to in writing within 30 days.
   ii. OPI shall provide to MACIE, on an annual basis, a summary of OPI's consultation with tribes separate from MACIE consultation.

G. Following a MACIE vacancy, OPI and the Tribe in which the vacancy occurs shall work cooperatively with BPE and MACIE to appoint a new MACIE member within a reasonable amount of time.

H. OPI will solicit recommended books/resources from Montana tribes and MACIE and will make the list available on the OPI website. This list shall be updated every three years.

I. OPI will comply with federal law with respect to parent engagement.

J. OPI shall continue to encourage each school district to afford parents the necessary information and the opportunity effectively to express their views concerning all aspects of Indian Education.

V. Teacher Training:

A. OPI shall make the following changes to educator licensure:
   i. Within the next two years, OPI will work with MACIE & BPE and will invite involvement of representatives from every Montana Tribe to determine if the Introduction to IEFA class requires updating, and if so, to complete that update. Beginning in 2029, every 5 years, OPI will work with MACIE, BPE, and Montana tribes to identify and make any necessary updates to the Introduction to IEFA class.
   ii. Within the next three years, OPI will work with MACIE and will invite involvement of representatives from every Montana Tribe to create IEFA 2.0, a second class on IEFA implementation.
   iii. In the event that micro-credentials are introduced into Montana's teacher licensing system, OPI will work with BPE, MACIE and Montana Tribes to create an IEFA micro-credential.
   iv. For purposes of this Section V, a written invitation from OPI to the Tribal Chairperson, or Tribal Council Designee, or the Tribal Education Department shall constitute an invitation to the Tribe. A Tribe's failure to respond to that invitation and a follow-up contact within 30 days shall constitute a defense to any enforcement of this provision (Section V).

B. OPI shall work with MACIE and invite the involvement of representatives from every Montana Tribe to create additional professional development trainings relevant to IEFA.

VI. Creation of new OPI resources:

A. OPI will provide on its website historically accurate, culturally relevant, community-based, contemporary, and developmentally appropriate IEFA resources for educators and students that it shall present to MACIE for advice.
B. Resources for students will continue to support all students in learning about the histories, languages, cultures, governments, and experiences of Montana tribes and their American Indian peers and neighbors. Resources to implement standards across content areas will continue to be developed to authentically engage all students and support successful learning.

VII. Annual Report:

A. OPI will prepare an annual report for submission in July of every year to the BPE, every Montana Tribe, and to MACIE regarding implementation of IEFA and compliance with relevant statutes and this settlement. The report will be publicly available online through either OPI or BPE's website within 30 days of submission. Unless already published through existing, publicly available OPI reports, in which case OPI shall simply direct BPE, Tribes and MACIE to the publicly available material, at a minimum the report shall include:
    i. Overall comparison of IEFA revenues with expenditures by schools and school districts;
    ii. A list of schools that are noncompliant pursuant to the terms of HB 338 and SB 181;
    iii. A list of schools that received the two lowest numerical weights on any IEFA-specific ACCREDMT prompts; and
    iv. Examples of schools and school districts that are exemplars of IEFA implementation. OPI shall recognize the top 10 school and school district exemplars at its annual IEFA conference. OPI shall consult with MACIE about identification of exemplar schools prior to public disclosure.

VIII. Document Production and Monitoring:

A. OPI will provide information to plaintiffs in accordance with state law.
B. Enforcement:
    i. Plaintiffs must alert OPI in writing as to any suspected deficiencies in OPI's compliance with the above provisions, and the parties must meet and confer within thirty (30) days of receiving written notice of alleged noncompliance;
    ii. Plaintiffs and OPI may seek enforcement in Court if the meet & confer process fails.

IX. Fees, Costs, and Remedies:

In this action, both parties shall be responsible for their own attorneys' fees and costs, apart from fees on all motions to compel and motions for sanctions, which will be separately resolved. In any action to enforce the terms of this Settlement Agreement, both parties shall be responsible for their own attorneys' fees and costs with the following exception: Should any party prevail in an enforcement motion, resulting in an order from the Court, and should the opposing party fail to comply with the Court's order by the applicable deadline, both parties retain the right to seek fees and costs on any subsequent motion practice to enforce the Court's order.

IX. Fees, Costs, and Remedies:

In this action, both parties shall be responsible for their own attorneys' fees, and costs, apart from fees on all motions to compel and motions for sanctions, which will be separately revolved. In any action to enforce the terms of this Settlement Agreement, both parties shall be responsible for their own attorneys' fees and costs with the following exception: Should any party prevail in an enforcement motion, resulting in an order from the Court, and should the opposing party fail to comply with the Court's order by the applicable deadline, both parties retain the right to see fees and costs on any subsequent motion practice to enforce the Court's order.

Reviewed for Legal Content by:

Aislinn Brown
Chief Legal Counsel
Office of Public Instruction

5/27/26
Date

Approved for OPI and the Superintendent of Public Instruction by:

Susie Hedalen
Superintendent
Office of Public Instruction

5/27/26
Date

process fails.

IX. Fees, Costs, and Remedies:

In this action, both parties shall be responsible for their own attorneys' fees and costs, apart from fees on all motions to compel and motions for sanctions, which will be separately resolved. In any action to enforce the terms of this Settlement Agreement, both parties shall be responsible for their own attorneys' fees and costs with the following exception: Should any party prevail in an enforcement motion, resulting in an order from the Court, and should the opposing party fail to comply with the Court's order by the applicable deadline, both parties retain the right to seek fees and costs on any subsequent motion practice to enforce the Court's order.

Frank White Clay

3.15.2026

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In this action, both parties shall be responsible for their own attorneys' fees and costs, apart from fees on all motions to compel and motions for sanctions, which will be separately resolved. In any action to enforce the terms of this Settlement Agreement, both parties shall be responsible for their own attorneys' fees and costs with the following exception: Should any party prevail in an enforcement motion, resulting in an order from the Court, and should the opposing party fail to comply with the Court's order by the applicable deadline, both parties retain the right to seek fees and costs on any subsequent motion practice to enforce the Court's order.

President Gene Small
Northern Cheyenne Tribe

2-4-26

Date

Resolution No. 26-122

RESOLUTION
OF THE GOVERNING BODY OF
THE CONFEDERATED SALISH AND KOOTENAI TRIBES
OF THE FLATHEAD NATION

A RESOLUTION TO ENTER INTO A SETTLEMENT AGREEMENT IN *DUPUIS-PABLO, ET AL V. MONTANA OFFICE OF PUBLIC INSTRUCTION, ET AL*

BE IT RESOLVED BY THE COUNCIL OF THE CONFEDERATED SALISH AND KOOTENAI TRIBES THAT:

WHEREAS, on July 22, 2021, the Confederated Salish and Kootenai Tribes of the Flathead Reservation and other plaintiffs filed a lawsuit against the Montana Office of Public Instruction; Elsie Arntzen in her official capacity as the Superintendent of Public Instruction; the Montana Board of Public Instruction; and Darlene Schottle in her official capacity as Chairperson of the Montana Board of Public Education; and

WHEREAS, CSKT and the other plaintiffs sought declaratory and injunctive relief for their failure to implement, monitor, and enforce the guarantees of Montana's Constitution and statutes that provide that every Montana public school student, whether Indian or non-Indian, will learn about the distinct and unique cultural heritage of American Indians in a culturally responsive manner; and

WHEREAS, CSKT and the Montana Office of Public Instruction have mutually resolved the issues raised in the lawsuit through a settlement agreement that is acceptable to both parties; **NOW, THEREFORE,**

BE IT RESOLVED, that the Tribal Council approves entering into a settlement agreement with the Montana Office of Public Instruction in *DuPuis-Pablo, et al v. Montana Office of Public Instruction, et al*, case number DDV-21-0398.

C E R T I F I C A T I O N

The foregoing resolution was adopted by the Tribal Council on the 7th day of May, 2026, with a vote of 9 for, 0 opposed, and 1 not voting, pursuant to authority vested in it by Article VI, Section 1 (a), (b), (c), and (u) of the Tribes' Constitution and Bylaws; said Constitution adopted and approved under Section 16 of the Act of June 18, 1934 (48 Stat. 984), as amended.

Chairman, Tribal Council

ATTEST:

Tribal Secretary

Resolution No. 66-2026

Fort Belknap Indian Community

A RESOLUTION AMENDING FBIC RESOLUTION 211-2025 TO ENTER INTO REVISED SETTLEMENT AGREEMENT IN DUPUIS-PABLO V. OPI AND AUTHORIZING LIMITED WAIVER OF SOVEREIGN IMMUNITY FOR ENFORCEMENT PURPOSES

WHEREAS, the Fort Belknap Indian Community Council is the governing body of the Gros Ventre and Assiniboine Tribes of the Fort Belknap Indian Community, Fort Belknap Indian Reservation, Montana, by the authority of the Constitution and By-Laws of the Fort Belknap Tribes approved on the 13th day of December 1935; and

WHEREAS, under the Constitution and By-Laws of the Fort Belknap Indian Community, the Community Council is charged with the duty of protecting the health, security and general welfare of the Fort Belknap Indian Community; and

WHEREAS, FBIC Resolution No. 211-2025 the Fort Belknap Indian Community Council approved involvement in the FBIC authorized litigation in *Dupuis-Pablo v. Montana Office of Public Instruction*, DDV-21-0398 to hold the State of Montana accountable for failing to fulfill its obligations under the Montana Constitution, Montana statutes, and administrative rules regarding Indian Education For All ("IEFA"); and

WHEREAS, FBIC participated as a Plaintiff in negotiations resulting in a comprehensive, enforceable settlement agreement that will significantly improve the State of Montana's compliance with IEFA; and

WHEREAS, the settlement agreement includes a limited waiver of sovereign immunity exclusively for enforcement of the agreement in the Eighth Judicial District Court, Cascade County; and,

WHEREAS, Subsequent revisions were negotiated among the Parties, including edits proposed by the Confederated Salish and Kootenai Tribes, resulting in a final revised Settlement Agreement; and

WHEREAS, the final revisions include:

1. Clarification that consultation documentation must reflect engagement with an authorized tribal representative;
2. Clarification that OPI shall create and retain consultation records in accordance with its records retention schedules; and
3. Strengthened language requiring OPI to document what it learned from annual tribal consultation invitations and how consultation shaped IEFA implementation; and

WHEREAS, the revised Settlement Agreement provides enhanced accountability measures, including structured monitoring, accreditation enforcement mechanisms, financial reporting

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requirements, educator training commitments, annual reporting obligations, and a ten-year evaluation framework; and

WHEREAS, the Agreement provides that the Montana Eighth Judicial District Court, Cascade County, shall retain jurisdiction solely to enforce the terms of the Settlement Agreement; and

WHEREAS, the Agreement requires a limited waiver of tribal sovereign immunity for the sole purpose of enforcing the Settlement Agreement in that Court, which waiver:

- Is expressly limited to enforcement of this specific Settlement Agreement;
- Does not constitute a general waiver of sovereign immunity;
- Does not apply to any other claims, proceedings, or matters; and
- Is limited to the Montana Eighth Judicial District Court, Cascade County; and

WHEREAS, the Tribal Council finds that the revised Settlement Agreement is in the best interests of the Fort Belknap Indian Community and provides meaningful and enforceable improvements to IEFA implementation statewide.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Fort Belknap Indian Community Tribal Council hereby approves the final revised Settlement Agreement in *DuPuis-Pablo, et al. v. Montana Office of Public Instruction*, DDV-21-0398.
2. The Tribal Council hereby approves a limited waiver of sovereign immunity solely for the purpose of enforcing the Settlement Agreement in the Montana Eighth Judicial District Court, Cascade County, consistent with the terms of the Agreement.

3. This limited waiver:

- Applies only to enforcement of this specific Settlement Agreement;
- Shall not be construed as a general waiver of sovereign immunity;
- Shall not extend to any other party, purpose, claims, actions, or proceedings;
- Shall not constitute consent to suit in any other court or jurisdiction.

4. Upon full execution of the Settlement Agreement, the Parties are authorized to submit a joint motion to dismiss the Lawsuit with prejudice while requesting that the Court retain jurisdiction for enforcement purposes.

BE IT FINALLY RESOLVED that the FBIC Council Officers are hereby delegated the authority and responsibility to sign any and all documents necessary to effect this action.

ATTEST:

Randall Werk, Sr., President
Fort Belknap Indian Community Council

Audena Wing, Secretary/Treasurer
Fort Belknap Indian Community Council

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CERTIFICATION

I, the undersigned, as Secretary of the Fort Belknap Indian Community Council of the Fort Belknap Indian Reservation, Montana, do hereby certify that the Fort Belknap Indian Community Council is comprised of ten (10) members of whom 10 members constituting a quorum were present at a meeting thereof, duly and regularly called, noticed, convened, and held this 2 day of March, 2026; and that the foregoing Resolution of the Fort Belknap Indian Community Council was duly adopted and approved the affirmative vote of 10 for; 0 opposed; 0 not voting; 0 temporary absent; 0 excused absent; and that the said Resolution has not been rescinded in any way.

RESOLUTION #33-230-2026-02

TRIBAL GOVERNMENT
Health & Human Services

WHEREAS, the Fort Peck Tribal Executive Board is the duly elected body representing the Assiniboine and Sioux Tribes of the Fort Peck Reservation and is empowered to act on behalf of the Tribes. All actions shall be adherent to provisions set forth in the 1960 Constitution and By-Laws, and

WHEREAS, the Constitution of the State of Montana, Article X, Section 1(2), recognizes the distinct and unique cultural heritage of American Indians and commits the State to provide education that preserves that heritage through the Indian Education for All (IEFA) mandate; and

WHEREAS, the Fort Peck Tribes have a direct and substantial interest in ensuring that all Montana students receive accurate, meaningful, and tribally informed education regarding the history, culture, and contemporary contributions of the Assiniboine and Sioux people; and

WHEREAS, the lawsuit commonly known as DuPuis-Pablo vs. Montana Office of Public, DDV-21-0398, to hold the State of Montana accountable for failing to fulfill its obligations under the Montana Constitution, Montana statutes, and administrative rules regarding IEFA; and

WHEREAS, the Fort Peck Tribes recognize that inadequate implementation of IEFA harms Fort Peck students, misrepresents Tribal histories, and undermines government-to-government consultation and the educational rights of Native children; and

WHEREAS, Participation in this action will assist in protecting Tribal sovereignty, ensuring accurate representation of Tribal knowledge, and securing accountability for funds and programs intended to benefit Indian students and significantly improve the state's compliance with IEFA; and

WHEREAS, the participation of the Assiniboine and Sioux Tribes of the Fort Peck Indian Reservation as a party to the lawsuit challenging the Montana Office of Public Instruction regarding implementation of Indian Education for All; and

WHEREAS, the Tribes direct that participation in this action shall be guided by principles of Tribal sovereignty, government-to-government consultation, and the protection of Fort Peck students and Tribal knowledge; and

WHEREAS, the Tribes request regular updates from legal counsel and participating organizations regarding the status of the case and its impact on Fort Peck schools and students, now

THEREFORE BE IT RESOLVED, that the Fort Peck Tribal Executive Board hereby formally accepts and adopts the settlement agreement in DuPois Vs. Montana Office of Public Instruction and authorizes its execution and authorizes the Chairman or Vice Chairman to execute documents and take any action necessary to protect the interest in the Tribes in this litigation.

BE IT FURTHER RESOLVED, the Fort Peck Tribes waives its sovereign immunity only to the limited extent necessary to enforce the terms of the agreement in the Cascade County District Court, and not for any other purpose, claim, or party.

RESOLUTION #33-230-2026-02

TRIBAL GOVERNMENT
Health & Human Services

CERTIFICATION

I, the undersigned Secretary/Accountant of the Tribal Executive Board of the Assiniboine and Sioux Tribes of the Fort Peck Indian Reservation, hereby certify that the Tribal Executive Board is composed of 12 voting members of whom 12 constituting a quorum were present at a Special Board meeting duly convened this 9th day of February, 2026 and that the foregoing resolution was duly adopted at such meeting by the affirmative vote of 8 for, 4 opposed, and 0 absent.

Secretary Accountant/Secretary

APPROVED:

Chairman/Vice Chairman
Fort Peck Tribal Executive Board

RESOLUTION
LS-2025-28

RESOLUTION DULY ADOPTED BY
THE LITTLE SHELL TRIBAL COUNCIL

RESOLUTION TO APPROVE OF THE DUPUIS-PABLO, ET AL. V. MONTANA OFFICE OF PUBLIC INSTRUCTION, ET AL. SETTLEMENT AGREEMENT

WHEREAS, The Little Shell Tribe of Chippewa Indians is a federally recognized Indian tribe; and

WHEREAS, The Constitution of the Little Shell Tribe of Chippewa Indians secures the right of self-government and the administration of internal tribal affairs; and

WHEREAS, The Tribal Council is entrusted with providing for the health and safety of all Little Shell Tribal citizens; and

WHEREAS, Protection and promotion of the general welfare and health of tribal members, including those suffering from substance use disorder, is among the top priorities of the Tribal Council; and

WHEREAS, The Little Shell Tribe is a plaintiff in the *DuPuis-Pablo, et al. v. Montana Office of Public Instruction, et al.* case.

WHEREAS, The Little Shell Tribe has participated in the review process of the draft proposed settlement agreement; and

WHEREAS, The Tribal Council wishes to approve the proposed settlement agreement.

NOW THEREFORE, BE IT RESOLVED that the Tribal Council approves the *DuPuis-Pablo, et al. v. Montana Office of Public Instruction, et al.* proposed settlement agreement. **BE IT FURTHER RESOLVED** that the Chairman is authorized to execute the settlement agreement.

FINALLY, BE IT RESOLVED, that this resolution takes effect immediately upon Tribal Council signatures.

ATTESTATION

We, the undersigned Tribal Council members acting in our official capacities as the legal leadership of the Little Shell Tribe of Chippewa Indians of Montana certify that the above resolution is the true and accurate resolution adopted at a meeting called and conducted on **December 4, 2025**, with a quorum being present. Each signatory below indicates the vote by circling the choice on Resolution **LS-2025-28** as follows:

Chairman Gerald Gray — (FOR / AGAINST) — Date: 12/4/25

1st Vice Chairman Clarence Sivertsen via Proxy Gerald Gray — FOR / AGAINST — Date: 12/4/25

2nd Vice Chairwoman Leona Kienenberger via Proxy for Leona Kienenberger — FOR / AGAINST — Date: 12/04/2025

Secretary-Treasurer Colleen Hill — FOR / AGAINST — Date: 12-04-2025

Council Member Daniel Boyer — FOR / AGAINST — Date: 12/4/2025

Council Member Iris KillEagle — FOR / AGAINST — Date: 12/04/2025

Council Member Alisa Herodes — FOR / AGAINST — Date: 12/4/25

CERTIFICATION

I, Colleen Hill, the Secretary-Treasurer of the Tribal Council, or designated agent, hereby certify that a duly called meeting was held and that Resolution **LS-2025-28** was approved and enacted on **December 4, 2025**. The Tribal Council voted as follows:

7 in favor
_____ opposed
_____ abstain
_____ absent

Colleen Hill, Secretary-Treasurer

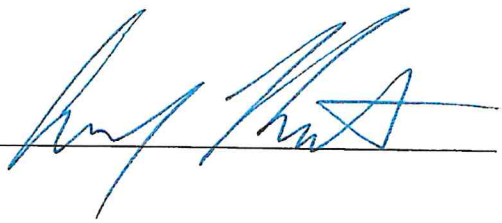
By: [signature]
Signature

Colleen Hill
Printed Name

Title: Council Secretary/Treasurer

Date: 12-04-2025

APPROVED AS TO FORM AND CONTENT:

Date: 5/22/2024 By: 

Alex Rate

Attorney for Plaintiffs and the Settlement Class

Date: _____ By: _____

[Defense Counsel Name]

Attorney for Defendants

ORDER AND JUDGMENT:

PURSUANT TO THE FOREGOING, IT IS SO ORDERED.

Date: _____ By: _____

Honorable Amy Eddy

Montana 11th Judicial District Court Judge

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Cammie DuPuis-Pablo, et al. vs. Montana Office of Public Instruction, et al.

Case Number Dv-7-2021-0000398-OC, *Montana Eighth Judicial District Court County of Cascade*

To: Students and Parents or Legal Guardians of any Minor Currently Enrolled in Montana's Kindergarten through 12th Grade Public School System

A Court authorized this notice. This is **not** a lawsuit or solicitation from a lawyer. You are **not** being sued.

PLEASE READ THIS NOTICE CAREFULLY ABOUT YOUR LEGAL RIGHTS.

I. WHAT IS THIS NOTICE ABOUT?

This Notice is to inform you that a proposed settlement (the "Settlement") has been reached in a class action lawsuit (the "Action") against defendants Montana Office of Public Instruction and Montana Board of Public Education ("Defendants") brought on behalf of **all Montana K-12 public school system enrolled students, now and in the future** (the "Class") by 18 class representatives consisting of Indigenous and non-Indigenous students attending Montana public schools represented by their parents/guardians and six Montana Tribes (Fort Belknap Indian Community; Confederated Salish and Kootenai Tribes; Assiniboine and Sioux Tribe of Fort Peck; Northern Cheyenne Tribe; Little Shell Tribe of Chippewa Indians; and Crow Tribe). The Tribes are not members of the class. You have received this Notice because Defendants' records indicate that you are a member of the Class or a parent or legal guardian of a member of the Class. This Notice advises you about the terms of the Settlement and how you can object to the Settlement before it is approved, if you choose. If finally approved by the Court, the Settlement will be binding on you. If you are the parent or legal guardian of more than one student, you may receive this Notice multiple times.

II. WHAT IS THIS LAWSUIT ABOUT?

The Action alleges that Defendants did not implement, monitor, and enforce the guarantees of Montana's Constitution and statutes providing that every Montana public school student, whether Indigenous or non-Indigenous, will learn about the distinct and unique cultural heritage of Native Americans in a culturally responsive manner. The Action seeks a Court order requiring Defendants to alter the way they implement, monitor, and enforce public school instruction in the future, but it does not seek any monetary damages.

The Defendants deny that they violated the law in any respect but have agreed to the Settlement to avoid uncertainties and expenses associated with continuing the case. Under the terms of the Settlement, Defendants have agreed to: enhance oversight of Indian Education for All ("IEFA") implementation through school accreditation determinations, including by requiring evidence of IEFA instruction, expenditures, and tribal cooperation, following up with schools exhibiting deficiencies, and yearly audits of a small subset of schools; include a minimum of three tribal

member representatives on all Negotiated Rulemaking Committees; and require increased IEFA training for educator licensure. Defendants have also agreed to provide guidance and training on tribal consultation and increase their own tribal consultation practices, enhance financial oversight and transparency for IEFA funding, and to submit to three years of monitoring by Plaintiffs to improve future IEFA instruction in Montana's K-12 public school system. Nothing in the Settlement entitles the Class to any monetary payments.

III. WHAT ARE MY RIGHTS AND OPTIONS?

If you or a minor for whom you have legal responsibility fits the description of a Class member (Section I., in bold), you may object to the Settlement and appear at a fairness hearing in Court. If you do not object to the terms of the Settlement, you need not do anything. **Nothing in the Settlement entitles any member of the Class to any monetary payment.** The table below describes your options and how you may exercise them.

Option	Overview	What To Do
1	**Participate in the Settlement** You are, or a minor for whom you have legal responsibility is, a member of the Class. The parties have reached a Settlement that resolves this Action seeking declaratory and injunctive relief. If the Settlement is finally approved by the Court, Defendants will make certain changes that impact public school instruction, as agreed by the terms of the Settlement.	There is no deadline for you to participate as a Class Member. You do not need to do anything.
2	**Object to the Settlement by October 26, 2026** You are, or a minor for whom you have legal responsibility is, a member of the Class. You may object to the Settlement. Your objection is an opportunity to be heard and may persuade the Court to reject, modify, or condition approval of the Settlement. If the Court is not persuaded by your objection, it may approve the Settlement. If the Settlement is finally approved, it will impact the rights of all Class members. If you choose to object to the Settlement, you may do so yourself or through an attorney that you hire and pay for yourself.	To object to the Settlement, or any portion of it, you must file with the Court and serve on Class counsel a written objection on or before October 26, 2026, and appear at the fairness hearing for final approval of the Settlement on December 14, 2026 at 9:00 a.m.. See Sections V. and VI. below for details.

IV. WHAT EFFECT DOES THE SETTLEMENT HAVE FOR CLASS MEMBERS?

If the Court approves the Settlement, you or a minor for whom you have legal responsibility will be bound by the Court's orders and judgements and will release your claims relating to this Action. The claims raised in this Action will be resolved, and you will have no right to sue Defendants about the issues in this Action.

V. WHO REPRESENTS ME?

The Court has appointed the American Civil Liberties Union-Montana, the American Civil Liberties Union Foundation, and the Native American Rights Fund to represent the Class ("Class Counsel"). You do not need to pay these attorneys. If you want to be represented by your own lawyer, you may hire one at your own expense.

VI. WHAT HAPPENS NEXT?

The Court will hold a hearing, currently scheduled on December 14, 2026 at 9:00 a.m., at the Montana Eighth Judicial District Court County of Cascade located at 415 2nd Avenue N, Great Falls, MT 59401, (406) 604-7796 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. It is not necessary for you to appear at this hearing. If you have submitted an objection and indicated that you intend to appear at the hearing and be heard, you or your attorney may appear. The date and time of the hearing may change without further notice to the Class and/or the Court may order that this hearing be held remotely or telephonically. Check the Court's website for updates at https://courts.mt.gov/CourtLocator/8thJudicialDistrict.

VII. HOW DO I GET MORE INFORMATION?

The above is a summary of the basic terms of the Settlement. **You can read all the terms of the Settlement, enclosed in an email with this Notice or by emailing ratea@aclumontana.org to request a copy be sent to you.**

YOU MAY CONTACT CLASS COUNSEL AT RATEA@ACLUMONTANA.ORG FOR ADDITIONAL INFORMATION REGARDING THIS SETTLEMENT. PLEASE DO NOT CONTACT THE COURT.