



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

This Memorandum of Understanding (the Memorandum) is made on November 14, 2023, by and between Blackfeet Truancy Court Programs, of 90 Hwy 464, Browning, Montana 59417, hereinafter referred to as BTC 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 Family Services Program and Browning Public Schools strategic plans.

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

AND WHEREAS, BTC 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 BTC Project and BPS Attendance Policies;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Blackfeet Truancy Court 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 BTC Project and to demonstrate financial, administrative and managerial commitment to the BTC Project by means of following individual services.

Cooperation

The activities and services for the MOU shall include, but not limited to:

A. Services to be rendered by BTC include:

- (1) Inform all parties of the goals and requirements the BTC team has established for participation in Truancy Court and any requirements which apply to an individual participant.
- (2) Conduct frequent and random attendance checks pursuant to the monitoring capabilities of the BTC Project and BPS Attendance Committee members when applicable.

- (3) Utilize sanctions and incentives to reinforce participant progress with families (parents/guardians), students and MOU participants and Browning Public School District #9.
- (4) Provide regular updates to BTC 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 BTC team or BPS Attendance Committee members, sanctions applied and incentives applied during hearings, and participant achievements.
- (5) BTC team members may visit partner BPS facilities as needed and will sign any appropriate confidentiality documents.
- (6) 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.
- (7) Insure all participants sign release of information forms to allow BTC and BPS providers to communicate.
- (8) Establishing separate Adult & Juvenile BFS 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. Staffing Teams will each meet once per week (scheduled and organized by Project Coordinator) to monitor and assess compliance and progress for their participants. Teams will have weekly court sessions for participants, primarily at partner BPS facilities.
- (9) Utilize restorative justice practices, traditional to the Blackfeet people, through a behavior modification model of sanctions and rewards with gradually decreasing monitoring, supervision, and support of participants.
- (10) Value and promote the unique culture, customs, and traditions of the Blackfeet people in the interest of promoting healing and wellness of participants. Coordinator will meet with advisory committee and cultural advisors to schedule monthly cultural activities for all participants.
- (11) Share all data collected as a result of this partnership, as requested.
- (12) 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.
- (13) 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 the Blackfeet Reservation Community by actively participating in Blackfeet Family Court, or Truancy Court as a full participatory agency and as such agrees to:

- (1) Allow and require BPS staff to be part of the membership of the BTC Advisory Team when assigned by BPS Administration.
- (2) Allow and require BPS staff with participant membership in the projects to participate in the BTC Staffing Team, as needed, and when applicable to participate in weekly case staffing.
- (3) 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.

(4) Provide assistance to the participant 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 Courts.

(5) 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.

(6) Allow and require team member staff to attend any available Tribal Court trainings and criminal justice conferences as appropriate and when funding and time are available.

(7) Partner with the identified Tribal Programs 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.

(8) Provide school-related incentives and sanction activities for participants in Truancy Court including, but not limited to activity passes, approved late passes, early release passes, lunch with the superintendent, lunch with the principal and other school-sponsored event passes- as examples of incentives; and after-school or after-event community service, removal of open-campus for lunch hours, or giving presentations to young students on the dangers of drugs and alcohol, or verbal apologies to staff for disrespecting them- as examples of possible sanctions. School-related sanctions and incentives are something the school participant team members can and should bring to the table.

(9) Provide mental health support and prevention support through school-resources, as needed, and to allow and require mental health and prevention staff to participate in the identified Tribal Court staffing and/or advisory teams.

(10) 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.

(13) BPS Attendance Coordinator(s) will attend any hearings as mandated by the court at the appropriate Blackfeet Court facility when, or if needed.

(14) When mandated BPS Building Administrator will attend any and all court hearings to represent individual BPS campus.

(15) BPS Truancy Court checklist will be completed prior to any referral to truancy court & approved by the Building Principal & BPS Attendance Committee Chairperson.

(16) All supporting student documentation will be submitted upon request including but not limited too: behavior management data/file, submitted bullying reports, academic grades, Special Education IEP's, student 504's

Truancy Court referral process will include the following:

Truancy court referral process for attendance: State law requires BPS to provide every school age child a free and appropriate education. Blackfeet Tribal Law requires students on the Blackfeet Indian Reservation to attend school until they are 18 years of age. In communication with BTC and BPS and families this will be the process that will be followed to meet the

requirements of the State and Tribal laws regarding truancy. Each individual attendance coordinator from each building is provided with court officer authority to file a complaint against the offending family/student. The building attendance coordinator will contact BTC to file a complaint. Once the complaint is filed, BTC will work with the BPS building attendance coordinator on providing 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. 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 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 that is in violation of the BPS Attendance policies and BPS strategic plan. The decision that must be made is the reason for the truancy court referral is a result of educational neglect by the parent or 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 (skipping) while at school.

Truancy court referral for suspended absences: This MOU is requesting the following support from BTC: 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, 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 at the court hearing along with the family. 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 also testify that this is correct 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 family services and family court: A separate MOU will be created with Blackfeet Family Services.

MOU with Manpower will be developed with an emphasis on adjusting the current practices in place to monitor attendance and make this practice standard across each school building and as further evidence to be supplied if a referral is needed to court. This MOU can be added separately & individually or as a sub component of a separate MOU.

The following is our current BPS update regarding attendance classifications for students:

- 1 Each building should have a list of students who are rolled over but not registered (Have not reported or registered for school)
- 2 Each building should have a list of students who are registered but who have been dropped due to 10 consecutive absences and refused to re-enroll
- 3 Each building should 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. This list should be developed recently and updated per the BPS attendance policies
- 4 Each building should have a working a list of students with over 10 absences for the semester and also identifying those students with over 10 unexcused absences within this list, this list should be a work in progress throughout the semester
- 5 Students who rolled over and not registered have been turned over to the building attendance coordinator to work on filing a complaint with the court. This process is a major adjustment to our current plans so we will need to develop this process going forward in cooperation with BTC and BPS
- 6 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, BFS, and MP) communication to the entire reservation and reservation adjacent. BPS will continue to provide information on our current planning that is supported by our district policy. This also includes the marketing and PR for this entire project

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 BTC & Browning Public School District #9

The arrangements made by the Partners by this Memorandum shall remain in place from November 14, 2023 to the project end date and the term can be extended only by agreement of all of the Partners. A secondary end date will be the final day of the 23-24 BPS school year. An updated agreement will be put into place prior to the beginning of the BPS summer school term to support any academic needs of the student.

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, BFS 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, Part 2) 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:

- a. 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 BTC & Browning Public School District #9

1. 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.
2. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
3. This Memorandum will be effective upon the signature of both Partners.
4. 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 Blackfeet Truancy Court by, its Coordinator, and on behalf of Browning Public School District #9 by Corrina Guardipee Hall, 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 Corrina Guardipee Hall, Superintendent of Schools

MOU BTC & Browning Public School District #9