



United States
Department of
Agriculture

Forest
Service

Anaconda Job Corps

1384 Foster Creek Road
Anaconda, MT 59711
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July 22, 2021

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To Whom It May Concern:

Enclosed is the current/revised MOU agreements to be signed between Montana Job Corps and Montana School Districts as the legislation changed an April of 2021. This change required new terminology in reference to interlocal agreements. Please have a representative from your district sign the enclosed document and return the executed agreement to us for our file. Please send it in care of Kristina Wyant, Academic Manager, to the above address if mailing or email directly to kristina.wyant@usda.gov. If you have any questions or concerns, please notify myself (406)563-8735 or Vincent Kroeger (406)821-3286 at Trapper Creek Job Corps. Thank you for your efforts in this matter.

Sincerely,

Kristina Wyant
Academic Manager
Anaconda Job Corps

Cc: Raymond Ryan, Anaconda Center Director
Bryan Wilson, Trapper Creek Center Director
Enclosures: 1



Montana Job Corps and Montana School Districts

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into as of this ____ day of _____ 2021, between the Montana Job Corps Center ("Montana Job Corps" or "Center") and _____ ("District").

WHEREAS, the local governments are authorized to enter into interlocal agreements pursuant to Title 7, Chapter 11, Part 1, M.C.A. (the "Interlocal Cooperation Act), to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographical, economic, population, and other factors influencing the need and development of local communities; and between the two above mentioned parties.

OBJECTIVE:

Montana Job Corps may provide educational and vocational services to eligible youth to supplement the District's educational programs.

SERVICES TO BE PROVIDED:

Montana Job Corps centers agree to provide academic, vocational and social skills training to qualified students. Credits earned will be reported to the District. Credits and may count toward graduation requirements. If sufficient credits are earned, the student may choose to receive his/her high school diploma from the District.

Montana Job Corps must be accredited by Cognia, (formerly Advanc-ED and Northwest Associations of Schools and Colleges). Instructors must have either a current and appropriate Montana Secondary certification or Vocational certification.

This is a reciprocal agreement between Job Corps Centers and the District.

HOW COSTS WILL BE FUNDED:

Job Corps students are funded through the Department of Labor, Employment and Training Administration. There is no cost to the students or the District.

The District is not responsible for transportation costs.

Any Montana student who chooses to receive educational and/or vocational services at a Montana Job Corps center must be enrolled in his/her school district of residence for purposes of calculating average number belongings (ANB).

METHOD OF REFERRING:

Montana school districts may refer candidates to the Job Corps admission and placement Counselors. The Montana Job Corps admissions counselor will determine eligibility and the optimum center placement within the Department of Labor Region IV. The individual student's vocational and academic needs are taken into consideration in this placement.

ROLES AND RESPONSIBILITIES:

This cooperative agreement applies only to those students who are legally enrolled in their school district of residence.

The cooperating District will review and approve the attained credits offered at the Montana Job Corps prior to the student's enrollment in this program.

Montana Job Corps provides academic, vocational, and social skills training preparing students for future employment success through our Career Development Services System.

If a student does not wish to receive a diploma from his/ her home high school, he/ she will receive the diploma from the individual Montana Job Corps center upon graduation.

DURATION OF MEMORANDUM OF UNDERSTANDING:

The interlocal cooperation agreement is effective on the ____ day of _____, 2021 and shall terminate on the 30th day of June, 2024. Either party to this MOU may request modifications to the agreement. Either partner may terminate this agreement upon thirty (30) days written notice prior to the ensuing school year of operation.

CONDITIONS OF PARTICIPATION:

Students must meet the Department of Labor guidelines and standards for enrollment in the Montana Job Corps. Once enrolled, student must maintain Department of Labor and Center standard for continued enrollment in the program.

It is understood and supported by all parties that the Montana Job Corps program has a **zero-tolerance policy** concerning violence and drug use. Students must test drug free within 45 days of enrollment in the Montana Job Corps program. It is understood that any drug related incident, positive drug test or violent incident on or off the Center may be grounds for termination from the program, subject to Department of Labor and Center policy.

The District and the Center will discuss the terms of this agreement with each student before the student enrolls in the program.

Students who have insurance coverage will continue to utilize said coverage. All other medical and dental coverage will be provided by the Center in accordance with the Department of Labor guidelines and with coordination on of the Center's wellness staff.

Neither the Montana Job Corps nor the District shall discriminate, in violation of law, against any citizen for the provision of services based upon race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression.

The parties will not be liable for any damages, proximately resulting from the negligence or wrongful acts or omissions of the other parties' employees or agents in the performance of this agreement. Each party shall indemnify, defend, and save harmless the other party from any such damage or liability.

In no event shall this Agreement be construed to impose any obligation on the District or its employees, other than those required by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the latest date noted below.

MONTANA JOB CORPS

PUBLIC SCHOOLS


Raymond J. Ryan

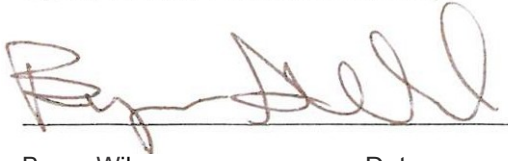
Date

2/21/21

Center Director Anaconda Job Corps

Date

Authorized Signature for District


Bryan Wilson

Date

7-21-21

Center Director Trapper Creek Job Corps