

Browning Public Schools  
**Board Agenda Request**  
Meeting To Be Held: 9/12/17



- 
- Recognition:**     Students                       Staff                       Parents  
**Information:**    Building Report             Old Business             Superintendent's Report  
**Action:**         Resignation                       Hiring                       Contract Service Agreements  
                     Travel Out-of-State             Travel In State             Approvals  
                     Termination                       Legal Matters             Other:  
This action request pertains to  Elementary (only)     High School/District Wide

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**Date:**    9/5/17

**To:**        **Board of Trustees**  
                 Browning Public Schools

**From:**    Corrina Guardipee-Hall  
**Title:**     Superintendent

**Subject:** **Approval of MOU with the Montana Job Corps Program for the 2017-2018 School Year**

**Description:** The administration recommends approval of a Memorandum of Understanding between the Montana Job Corps Program and the Browning School District #9 for the 2017-2018 school year.

**Financial Impact:** \$ N/A

**Funding Source (Budget/grant, etc.):** N/A

**Attachment(s):** MOU

**Approval:** Superintendent's Office/Finance/Personnel as applicable (Initial) \_\_\_\_\_

**Comments:** \_\_\_\_\_

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**Board Action:**     N/A (Info)     Approved     Denied     Tabled to: \_\_\_\_\_

## **MONTANA JOB CORPS AND MONTANA SCHOOL DISTRICTS**

### **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into as of this 12th day of September, 2017, between the Montana (Anaconda, Kicking Horse, and Trapper Creek) Job Corps Centers and the Trustees of Browning Public Schools, School District #9.

It is an interlocal cooperative agreement between the above mentioned parties relative to SB 394, codified as an integral part of Title 20, Chapter 9, Part 7 (MCA 2011 20-9-707).

#### **OBJECTIVE:**

Montana Job Corps Centers may provide educational and vocational services to eligible youth to supplement the districts of residence 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 of residence. Credits earned will be counted toward graduation requirements. The student may choose to receive his high school diploma from the district of residence.

The Job Corps Center must be accredited by AdvancED (formerly Northwest Association of Schools and Colleges). Instructors must have either a current and appropriate Montana Secondary certification or Vocational certification.

This is a reciprocal agreement between all three Job Corps Centers and the school 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 students.

The district of residence 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 belonging (ANB).

#### **METHOD OF REFERRING:**

Montana school districts may refer candidates to the Job Corps Admission and Placement Counselors. The 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 legally enrolled in their school district of residence.

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

Montana Job Corps centers provide 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 cooperative agreement is effective for each ensuing fiscal year. Either party to this MOU may request modification. Either partner may withdraw, giving written notice of its intent to withdraw thirty (30) days prior to the ensuing fiscal year of operation.

## **CONDITIONS OF PARTICIPATION:**

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

It is understood and supported by all parties that the Job Corps Program has a **zero tolerance policy** concerning violence and drug use. Students must test drug free within 45 days of enrollment into Job Corps. 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 terms of this agreement will be discussed with each student before they enter into the program by both the school district and the center.

Students who have coverage by medical card, insurance, or through the school or other programs will continue to receive and utilize said coverage. All other medical and dental coverage will be provided by the Center in accordance with Department of Labor guidelines and with the coordination of the Center's medical staff.

No person will on the grounds of race, sex, creed, color, or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subject to discrimination in any activities, programs, training, or employment supported by this agreement.

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

**SIGNATURES:**

\_\_\_\_\_  
Chairperson of the Board of Trustees                      Name of School                      Date

\_\_\_\_\_  
Anaconda Center Director                      Date

\_\_\_\_\_  
Kicking Horse Center Director                      Date

\_\_\_\_\_  
Trapper Creek Center Director                      Date



# Montana Code Annotated 2015

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**20-9-707. Agreement with Montana youth challenge program or accredited Montana job corps program.** (1) The trustees of a school district may enter into an interlocal cooperative agreement for the ensuing school fiscal year under the provisions of Title 7, chapter 11, part 1, with the Montana youth challenge program or with a Montana job corps program accredited by the northwest commission on colleges and universities to provide educational or vocational services that are supplemental to the educational programs offered by the resident school district.

(2) A student who receives educational or vocational services at the Montana youth challenge program or a Montana job corps program pursuant to an agreement authorized under subsection (1) must be enrolled, for purposes of calculating average number belonging, in a public school in the student's district of residence. Credits taken at the Montana youth challenge program or an accredited Montana job corps program must be approved by the school district and meet the requirements for graduation at a school in the student's district of residence, must be taught by an instructor who has a current and appropriate Montana high school certification, and must be reported by the institution to the student's district of residence. Upon accumulating the necessary credits at a school in the district of residence or at the Montana youth challenge program or an accredited Montana job corps program pursuant to an interlocal cooperative agreement, a student must be allowed to graduate from the school in the student's district of residence.

(3) A school district that, pursuant to an interlocal cooperative agreement, allows an enrolled student to attend the Montana youth challenge program or a Montana job corps program accredited as prescribed in subsection (1) is not responsible for payment of the student's transportation costs to the job corps program.

(4) A student attending the Montana youth challenge program or a job corps program may not claim the Montana youth challenge program's or job corps program's facility as the student's residence for the purposes of this section.

**History:** En. Sec. 1, Ch. 462, L. 2001; amd. Sec. 3, Ch. 132, L. 2005; amd. Sec. 47, Ch. 2, L. 2009; amd. Sec. 3, Ch. 137, L. 2009.

*Provided by Montana Legislative Services*