

**MONTANA JOB CORPS AND MONTANA SCHOOL DISTRICTS**  
**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Montana (Anaconda, Kicking Horse, and Trapper Creek) Job Corps Centers and the Trustees of the Helena School District.

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.

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**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.

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The parties will not be liable for any damages proximately resulting from the negligence or wrongful acts or omissions of the other part’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:**

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

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

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

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

