

MEMORANDUM OF UNDERSTANDING

between

Jobs for Kentucky's Graduates

and

Jefferson County Board of Education

THIS Agreement, entered into by and between, Jobs for Kentucky's Graduates, Inc. (JKG) an affiliate of JAG (Jobs for America's Graduates) operating in 32 states located at 1208 Cherokee Rd Louisville, KY 40204 and Jefferson County Board of Education dba Jefferson County Public Schools ("JCPS"), located at 3332 Newburg Road, Louisville, KY 40218, is for the purpose as hereinafter set forth.

WHEREAS, this Memorandum of Understanding, entered into between JKG and JCPS outlines the elements of a partnership to successfully implement and sustain the JKG Multi-Year Dropout Prevention Program.

WHEREAS, JKG is financed using, corporate and foundation contributions, state funds and participating school funds and/or in-kind contributions. JKG creates business, industry and education partnerships committed to achieving the mission of JKG to ensure that at-risk high school students remain in high school, attain employability skills through classroom and work-based learning experiences during high school, graduate and receive twelve (12) months of follow-up services by the JKG Specialist. In the follow-up period, JKG participants are successfully transitioned into a career and/or pursue a postsecondary education to enhance career entry and advancement.

WHEREAS, the JKG Program is based on the Jobs for America's Graduates (JAG) Model, the Multi-Year Dropout Prevention Program Application serves high school students during one or more years in high school and for an additional twelve (12) months of post-graduation follow-up services.

WHEREAS, JKG, through a \$10,000 investment from GE Appliances, a \$50,000 investment from the Gheens Foundation and a \$30,000 investment from AT&T, has made available a special incentive grant for three high schools to implement the JAG Model at the highest levels of fidelity to the Model, based on its proven success over many years.

WHEREAS, the five (5) primary performance goals of the JAG Model in serving students are results-oriented and measurable at the conclusion of the 12-month follow-up period:

- a 90% graduation/GED rate;
- an 80% overall success rate at the end of twelve (12) months after graduation, with participants either employed in a job leading to a career, in the military, or enrolled in a postsecondary education or training, or a combination of work and postsecondary education;
- 60% of graduates are employed;
- 60% of employed graduates are in full-time jobs leading to careers; and
- 80% of the graduates are employed full-time and/or are combining work and school.

The process goals are measurable in grades 9-12:

- daily recording of information and data using e-NDMS to assure accuracy;
- reduction in the number of absences compared to prior year;
- improvement in GPA compared to prior year;
- reduction in the number of suspensions and expulsions compared to prior year;
- reduction in disciplinary actions;
- participation in the student-led Career Association;
- achieve gain scores in comparing JAG knowledge pre-tests and post-tests;
- involvement in no less than ten (10) hours of community service per month;
- enrollment in summer school to overcome any deficiencies;
- a return to school rate of 80% (as measured in September of each year);
- reduction in the number of barriers while enrolled in the Multi-Year Program;
- achieve the minimal number of contact hours per school year; and,
- satisfactory scores on any high stakes tests.

WHEREAS, the Electronic National Data Management System (e-NDMS) provides tracking of students served, services delivered, and outcomes achieved. Statewide and school performance outcomes are used in JAG's National Accreditation Process. JAG-State Organizations and JAG-Local Affiliates must receive standard accreditation to remain in good standing. It is understood that it may be the third year of operation before performance goals are achieved.

WHEREAS, the partners are totally committed to providing world-class school-to-career and/or dropout prevention programs, a process of continuous improvement will be implemented and maintained throughout the existence of the JAG accredited program.

WHEREAS, the responsibilities of the state organization, **JKG**, include:

1. Establish a JAG accredited Multi-Year Dropout Prevention Program at the high school through a mutually beneficial partnership between JKG and the school district and high school committed to achieving the performance goals previously stated.
2. Maintain an active, involved oversight body to provide leadership in the implementation, operation and continuous improvement of programs in Kentucky which satisfy the accreditation standards of the JAG Program Model.
3. Develop a positive working relationship within local communities, including employers, high schools, postsecondary or technical schools, and community service organizations for the purpose of promoting and establishing local JAG accredited programs in accordance with the JAG Program Model.
4. Provide technical assistance and training to the JKG Specialist and other key staff of the participating school on the successful implementation and operation of a JAG accredited program.
5. Provide access to electronic JAG Model Books (including a SPECIALIST HANDBOOK, CAREER ASSOCIATION HANDBOOK, and NATIONAL CURRICULUM MODULES) and other program materials, publications and national communications to the participating school.
6. Provide staff development experiences for the JKG Specialist to assure

understanding of the JAG Model and the Senior School-to-Career and/or Multi-Year Dropout Prevention Program Applications. Share best practices through planned local and state staff development activities and by attending the annual JAG National Training Seminar and Pre-NTS Workshops held annually in July.

7. Provide staff support and conduct periodic school quality assurance reviews and consulting visits to give encouragement, support, and feedback to the Specialist. Provide a periodic review of documentation required of a JAG accredited program committed to tracking students, services, and outcomes throughout one to four years and 12-month follow-up period. Every one to two years, JAG will conduct a site review and prepare an accreditation report for review by the JKG oversight body, funding sources, management team and participating schools and Specialists.
8. Sponsor the annual JKG State Career Development Conference, utilizing input from students, Specialists and members of the JKG oversight body.
9. Conduct periodic school visits and reviews and assist JAG in its accreditation process to ensure conformity with the performance standards as promulgated by JKG and JAG.
10. Provide financial support to JCPS as detailed above. This financial support is contingent on receipt of funds from Integrity Staffing Solutions and GE.
11. If the performance of this Agreement involves the transfer by JCPS to JKG of any data regarding any JCPS student that is subject to the Family Educational Rights and Privacy Act ("FERPA"), JKG agrees to:
 - In all respects comply with the provisions of FERPA. For purposes of this Agreement, "FERPA" includes the requirements of Chapter 99 of Title 34 of the Code of Federal Regulations.
 - Use any such data for no purpose other than to fulfill the purposes of the JKG Program, and not share any such data with any person or entity other than JKG and its employees, contractors and agents without the approval of JCPS.
 - Require all employees, contractors and agents of JKG to comply with all applicable provisions of FERPA with respect to any such data.
 - Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the JKG Program.
 - Conduct the JKG Program in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agents of JKG having a legitimate interest in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any published results of studies.
 - Destroy or return to JCPS any such data obtained under this Agreement within thirty days after the date when it is no longer needed by JKG for the purposes of the Project.

WHEREAS, the responsibilities of JCPS, Iroquois High School, Doss High School and The Academy @ Shawnee include:

1. Employ a full-time, mutually acceptable teacher in each school qualified to fulfill the responsibilities of the JKG Specialist. The JKG Specialist takes personal

responsibility for students with a goal of no less than 35 and no more than 45 students who are most at-risk of leaving school before graduation and/or becoming unemployed or underemployed after graduation.

2. Provide any funding and support necessary to make this program successful. Provide direct or in-kind contributions such as contribute support services including the use of appropriate classroom space, furnished office space, computer with internet connectivity, utilities, telephone, fax machine, printer, copier, etc.
3. Provide the JAG Model Program in a regularly scheduled class or classes for credit. Follow-up services will be provided to each graduate including employer marketing, job development and placement services for twelve (12) months post- graduation. Non-graduates will receive follow-up services that will result in completion of requirements for a high school diploma or a GED certificate.
4. Establish an in-school Advisory Committee to assist the JKG Specialist in recruiting, screening and selecting students most in need of services delivered in Multi-Year Dropout Prevention Programs and provide on-going support for students and the JKG program. At a minimum, the committee will include one representative from administration, counseling staff, the faculty and the JKG Specialist. A business representative could also be on the committee. The Advisory Committee and Specialist are mutually responsible for recruiting, screening and selecting students who satisfy JAG criteria to receive the in-school and follow-up services of the program.
5. Provide scheduled time access to students during the school year as well as cumulative records for the purpose of identifying, screening, selecting and enrolling qualified students in the JAG Model accredited program.
6. Provide for the scheduling of students and adequate contact time.
7. Provide classroom space for specialist-led competency-based instruction and appropriate facilities for the student-led Career Association activities. The school will also provide the use of other school facilities and equipment necessary to deliver the services of a JAG Model accredited program.
8. Provide for the coordination of the JKG program and Career Association with other school programs and services where appropriate.
9. Enable students to attend the statewide Career Development Conference held in the Commonwealth of Kentucky and provide transportation for students to attend this event.
10. Provide academic credit toward graduation to those students who successfully complete the JAG program that includes no less than nine (9) months of in-school and twelve (12) months of follow-up services. The Multi-Year Dropout Prevention Program may serve students in grades 9-12, plus 12 months of follow-up services.
11. Support JKG's efforts to involve parents, family, employers, and community to

meet the needs of JKG students that will keep them in school through graduation and ensure full cooperation and participation during the post-graduation follow-up period.

12. Work with JKG to provide performance evaluations of the Specialist and assistance to achieve full compliance to the JAG Program Model standards.
13. Assign the JKG Specialist to perform mandatory off campus employer marketing, job development, and placement responsibilities. Active face-to-face contacts with employers are essential to a successful Multi- Year Dropout Prevention Programs. The school will also facilitate attendance at mandatory staff meetings, the annual JAG National Training Seminar and Pre-NTS Workshops and the National Student Leadership Conference. Make transportation available (or reimbursement for travel) to the Specialist for mandatory attendance at staff meetings, training and off-campus employer marketing, job development and placement activities.
14. Provide adequate school-based supervision to ensure that the JKG Specialist fulfills the responsibilities of this Memorandum of Understanding and achieves the performance standards of the JAG Program Model and requirements of any funding sources.
15. Provide feedback to JKG that will result in the continuous improvement of the program to maintain accreditation by JAG.

WHEREAS, the responsibilities of **Jobs for America's Graduates (JAG)** include:

1. Provide technical assistance and training to the JKG State Director upon request.
2. Provide full access to copyrighted JAG model books and curriculum modules, operational guides, administrative manuals, Electronic National Data Management System (e-NDMS), etc. Network members can access electronic files of all JAG documents through the Private Documentation System behind the firewall at the JAG web site — www.jag.org.
3. Provide JKG Specialists with staff development opportunities through attendance at the annual JAG National Training Seminar and Pre-NTS Workshops at a reasonable registration fee.
4. Assist the JKG management team and JAG Specialists with full implementation of JAG's Electronic National Data Management System (e-NDMS) designed to track students, services and outcomes for the purpose of determining the effectiveness of the program based on specific performance standards. JAG-State Organizations and JAG-Local Affiliates have access to the Electronic National Database that produces management information for decision-making and program and staff evaluation purposes.
5. Conduct accreditation of the JKG State Organization to ensure conformity with process and performance standards as promulgated by JAG.

6. Make available the protected trademark, "Jobs for America's Graduates," and associated emblem and copyrighted materials directly related to and limited to the periods in which the program is delivered in a manner consistent with the mission and goals of the JAG Program Model and terms of this Memorandum of Understanding.

Additional Terms -

1. Period of Performance:

Performance under this Agreement shall begin July 1, 2016 and shall not extend beyond the estimated completion date of June 30, 2017 ("Term") unless Term is further extended for additional periods under terms as may be mutually agreed upon in writing. JKG agrees to give JCPS notice in writing of its intention to continue the JKG Program not less than 60 days prior to the completion date. JCPS shall have complete discretion to decide whether to continue the JKG Program after June 30, 2017.

2. Cost and Payment

JKG has made available a special incentive grant of \$90,000 payable in two equal installments in July 2016 and January 2017 to implement the JAG Model at the highest levels of fidelity to the Model, based on its proven success over many years. Each participating school in the JKG Program will receive \$30,000. It is understood that JKG may withdraw its funding and all parts of the Jobs for America's Graduates Model delivered to JCPS if, after efforts at remediation, the participating schools are unable or unwilling to take the actions necessary to assure high-quality delivery of the JAG Model.

3. Termination:

The Agreement may be terminated by either party with or without cause upon no less than 60 days written notice to either party. This Agreement may be terminated immediately by either JKG or JCPS upon ten business day's written notice to the other party for its failure to cure a material breach of this Agreement. This Agreement may be terminated immediately by JCPS should the funding provided to JKG be withdrawn, rescinded or otherwise cancelled beyond the control of the JKG. JKG represents to JCPS that as of date of signing this Agreement, JKG has no reason to believe that the funding will be withdrawn, rescinded or cancelled.

4. Modification:

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon. Any modifications or additions to this Agreement must be negotiated and approved through the JCPS.

5. Entire Agreement:

The Agreement, together with any attachments hereto and any amendment or modifications that may hereafter be agreed to by the parties, constitute the entire understanding between the parties with respect to the subject-matter hereof and supersede any and all prior understandings and agreements, oral and written, relating hereto.

PARTNERSHIP COMMITMENT

The partners mutually agree that the JAG Model program will operate within the principles, policies, procedures and JAG standards as outlined in this document and agreed to by the participating school, JKG, and Jobs for America's Graduates.

It is a mutually agreed that efforts will be made to continue the JAG accredited program in subsequent school years based on:

- the availability of funding
- an adequate number of students to make the program cost-effective
- attainment of JAG Model performance goals
- mutual satisfaction with the program based on this Memorandum of Understanding.

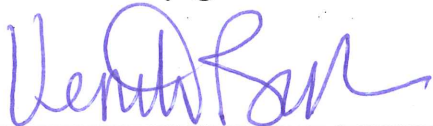
In agreement with the provisions of the Memorandum of Understanding, the partners affix their signatures in the spaces provided.

Jefferson County Public Schools:

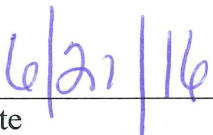
Dr. Donna M. Hargens, Superintendent

Date

The Academy @ Shawnee:



Venita Benboe, Principal



Date

Doss High School:



Marty Pollio, Principal

6/21/11

Date

Iroquois High School:

Clay Holbrook

Clay Holbrook, Principal

6-21-16

Date

Jobs for Kentucky's Graduates:

Larry Caruso

Larry Caruso, JKG State Representative

6/22/2016

Date