



## MEMORANDUM OF UNDERSTANDING

BETWEEN JOBS FOR KENTUCKY'S GRADUATES, INC (DBA  
JAG KENTUCKY)

AND

JEFFERSON COUNTY BOARD OF EDUCATION

SCHOOL YEAR 2019/2020

Jobs for Kentucky's Graduates has made available a special incentive grant of **\$135,000** to implement the Jobs for America's Graduates *High School Model* at the **Phoenix School of Discovery**. This grant is payable in two equal installments on the following dates:

- July 31st, 2019
- Dec. 15<sup>th</sup>, 2019

In consideration of this grant, the **Phoenix School of Discovery** hereby agrees to:

1. Employ a full-time, mutually acceptable individual qualified to fulfill the responsibilities of the JAG Specialist. Specialists must be a certified teacher or qualify as an adjunct through the Kentucky Department of Education.
2. Apply 100% of the grant toward the salary (without fringe benefits) of the JAG Specialist.
  - Salary Cost for JAG Staff: **\$135,000**
3. Provide the balance of the salary and fringe benefits for the JAG Specialist above the incentive grant. If salary costs are lower than the grant amount by \$500 or more, MOU may be amended to reflect actual salary paid to Specialist.
4. Contribute as in-kind services the use of appropriate classroom space for the JAG classroom, supplies and copy access, as well as equal access to resources available to other teachers who are employed by the school.
5. Promote the integrity of the JAG program by:
  - Funding the annual training cost for the Specialist. Payment in the amount of **\$2000 (per program)** is due to Jobs for Kentucky's Graduates by **July 31, 2019**, which will cover all training expenses except Specialist transportation. Training events include:
  - JAG Kentucky State Training (4 days - July)
  - Data Management System Training (1 day - September)
  - JAG Kentucky State Training (2 days - October)

- Providing substitutes for Specialist to attend mandatory JAG trainings above, as well as two student events: National Student Leadership Academy (late Fall) and Career Development Conference (March).
6. Assist the Specialist in recruiting students most in need of services delivered in the JAG program. Ensure a class of at least 45 students with a goal of 45 to 50 students on the JAG roster who meet JAG Barrier Qualifications.
  7. Regard Specialist as 100% dedicated to delivering the full JAG model, including a regular schedule that includes:
    - Three JAG Classes (assuming a 7-period day)
    - Data Entry Period (out of a 7-period day)
    - Planning Period
    - Remainder of time to perform mandatory off campus employer marketing, job development, online training, follow up and placement responsibilities
  8. Provide for the coordination of the JAG program and Career Association with other school programs and services where appropriate, including fundraising *and a club account to be held for the Career Association by the school.*
  9. Enable eligible students to attend work-site visits, National Student Leadership Academy (late Fall) and Career Development Conference (March), and work with JAG Specialist to arrange transportation to these events.
  10. Provide adequate supervision to ensure that the JAG Specialist fulfills the responsibilities of this Memorandum of Understanding and achieve the performance standards of the JAG Program Model and requirements of any funding sources.
  11. Complete a School Contribution Report (estimated cost of school contribution including salary cost over the incentive grant, payment of substitute teachers, buses/transportation, etc) by April 15, 2020. A School Partner login will be provided upon the signing of this agreement. School Partners may use the JAG KY online Portal to complete the School Partner Report.
  12. With an approved Data Sharing Agreement and written permission from parent or guardian, use the Electronic National Data Management System (e-NDMS) to enter data for tracking of students served, services delivered, and outcomes achieved. Data includes measuring the following outcomes:
    - 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.

In turn, **JAG Kentucky** hereby agrees to:

1. Establish Jobs for America's Graduates, Inc. (JAG) Program(s) at the **Phoenix School of Discovery** through a mutually beneficial partnership between Jobs for Kentucky's Graduates, Inc. (JAG Kentucky) and the school(s).
2. 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.
3. Provide JAG program curriculum, technical assistance, oversight and training to the JAG Specialist on the successful implementation and operation of a JAG accredited program to ensure conformity with the performance standards as promulgated by JAG.
4. Provide staff support and conduct periodic reviews and consulting visits to give encouragement, support, and feedback to the JAG Specialists.
5. Sponsor the annual JAG Career Development Conference, utilizing input from students, Specialists, members of the Board of Directors, and community members.
6. Provide training and access to the JAG National data management system (E-NDMS) to track the progress of the JAG students participating in the JAG program.
7. Provide supplies needed to open the JAG Club/Career Association.
8. Provide feedback to school administration if the JAG Specialist is not meeting JAG standard requirements.
9. Submit a Data Sharing Agreement for approval prior to the **Phoenix School of Discovery** entering any student data into Electronic National Data Management System (e-NDMS).
10. If the performance of this Agreement involves the transfer by JCPS to JAG of any data regarding any JCPS student that is subject to the Family Educational Rights and Privacy Act ("FERPA"), JAG 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 JAG Program, and not share any such data with any person or entity other than JAG and its employees, contractors and agents without the approval of JCPS.
  - Require all employees, contractors and agents of JAG 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 JAG Program.
  - Conduct the JAG Program in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agents of JAG 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 JAG no longer needs it for the purposes of the Project.
- JCPS retains the right to audit JAG's compliance with the confidentiality requirements of this provision.
- To acknowledge that any violation of this Agreement and/or the applicable provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement.
- To report all known or suspected breaches of the data, in any format, to Dr. Dena Dossett, Chief, Accountability, Research and Systems Improvement. The report shall include (1) the name, job title, and contact information of the person reporting the incident; (2) the name, job title, and contact information of the person who discover the incident; (3) the date and time the incident was discovered; (4) the nature of the incident (e.g. system level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records; (5) a description of the information lost or compromised; (6) the name of age medium from which information was lost or compromised; (8) the controls in place to prevent unauthorized use of the lost or compromised information; (9) the number of individuals potentially affected; and (10) whether law enforcement was contacted.
- All employees, volunteers and contractors of JAG performing services on JCPS school premises during JCPS school hours under this Agreement are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- Submit with MOU, proof of valid cyber security policy with the limit of \$5,000,000.

It is understood that JAG Kentucky may withdraw its funding and all parts of the JAG Model, if after efforts at remediation; **Phoenix School of Discovery** is unable or unwilling to take the actions necessary to assure high-quality delivery of the Model of Jobs for America's Graduates, Inc.

**Agreed and Approved:**

---

President, Jobs for Kentucky's Graduates, Inc

Date

  
Principal

  
Date

---

Superintendent

Date