

**MEMORANDUM OF UNDERSTANDING
MULTI-YEAR DROPOUT PREVENTION PROGRAM
Jobs for Nevada's Graduates
Incorporated and the Lyon County
School District**

This Memorandum of Understanding (MOU), entered between Jobs for Nevada's Graduates Incorporated (aka, JAG Nevada) and the Lyon County School District (LCSD or District), a political subdivision of The State of Nevada, outlines the elements of a partnership to successfully implement and sustain the Jobs for America's Graduates (JAG Nevada) Multi-Year Dropout Prevention Program.

RECITALS

WHEREAS, Jobs for America's Graduates (JAG NEVADA) is a state-wide organization of the JAG National Network and is funded by public and private investors and participating schools. The JAG National Network and JAG NEVADA, through the JAG Nevada program, create business, industry and education partnerships committed to achieving the mission of JAG NEVADA. The purpose mission is to ensure that at-risk high secondary school students remain in school, attain employability skills through classroom and work-based learning experiences during high school, graduate, and find a career pathway in Nevada via twelve (12) months of follow-up services by the JAG Specialist. In the follow-up period, JAG Nevada participants are transitioned into a career path, enlist in military service, and/or pursue a post-secondary education to enhance their career entry and advancement.

WHEREAS, JAG NEVADA is a private nonprofit created by the state of Nevada to serve the public good by helping Nevada's most vulnerable and challenged youth to graduate successfully from high school and enter a career pathway.

WHEREAS, the Nevada Governor's Office adopted the JAG NEVADA program with oversight provided by the State of Nevada Department of Education (NDE); and created JAG NEVADA to implement and house the JAG Nevada program.

WHEREAS, the Nevada Legislature appropriated funding to the Nevada Department of Education NDE, which has made funding available to JAG NEVADA.

WHEREAS, partial funding for JAG NEVADA may be has been obtained from the Federal Department of Labor, Workforce Innovation and Opportunity Act (WIOA) various sources, including but not limited to federal, county, municipal, and private funding sources, with unique enrollment, data entry and student follow-up requirements. The WIOA funds are administered in Northern Nevada School Districts by Nevadaworks, and in Southern Nevada School Districts, by Workforce Connections.

WHEREAS, the JAG NEVADA program is based on the National JAG Model. The Multi-Year, Dropout Prevention Program Application serves high Out of School and the Middle School program applications may serve middle/junior high school, high school and/or alternative/out-of-school students during one or more years, in high school (9th through 12th grade) and twelve-month follow up services after the JAG student exits the program graduates (or leaves middle school in the case of the middle school program).

WHEREAS, the five (5) primary performance goals of the National JAG Model are results-oriented and measurable:

- a 90% graduation/GED high school equivalent completion rate;

- ~~an 80~~ 75% positive outcomes rate defined as the overall success rate of program completers 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 ~~(positive outcomes)~~;
- 60% of graduates ~~are employed~~ have successful job placements or military service enlistment;
- 60% of employed graduates are in full-time jobs leading to careers; and
- ~~80~~ 42% of the graduates ~~are employed full time and/or are combining work and school~~ enter a form of further education including but not limited to community college, university, short or mid-term training program, WIOA enrollment, industry recognized credential, apprenticeship or on-the-job training.

WHEREAS, the program has specialists, counseling, skills development, career association, and experiential learning to improve academic performance, school behavior, attendance, confidence, participation, and self-esteem.

WHEREAS, JAG NEVADA and LCSD 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 NEVADA accredited program.

WHEREAS, JAG NEVADA and LCSD each agree to be responsible for their own employees, JAG NEVADA and LCSD also agree to be responsible for their own negligence to the extent provided limited under Nevada Revised Statute (NRS), Chapter 41.

I. Purpose

To successfully implement and sustain the JAG Program. To ensure that high secondary school students remain in school, attain employability skills through classroom and work-based learning experiences during high secondary school, graduate, and find a career pathway in Nevada via 12 months of follow-up services by JAG specialist(s). In the follow-up period, JAG participants are successfully transitioned into a career, and/or pursue a post-secondary education, and/or enlist in military service to enhance their career entry and advancement.

II. Responsibilities of the Parties

A. WHEREAS, the responsibilities of JAG NEVADA include:

1. Establishment of a statewide Jobs for America's Graduates, Inc. (JAG) accredited multi-year dropout prevention and middle school programs at high schools and/or middle schools committed to achieving JAG performance goals as identified by the Nevada Department of Education NDE.
2. Development of positive working relationships within local communities, including employers, high schools, post-secondary or technical schools, and community service organizations for the purpose of promoting and establishing local JAG accredited programs in accordance with the national JAG program models.
3. Working in collaboration with LCSD, JAG NEVADA will hire a JAG Specialist to

conduct ~~the JAG~~ each program ~~at Fernley High School~~ and ensure they work towards receiving the JAG special license (or equivalent) if not already licensed as a teacher in Nevada. JAG NEVADA will provide support related to the implementation of the JAG program for each JAG Specialist.

4. If at any time, the following issues or others arise that necessitate disciplinary action regarding the JAG Nevada Specialist, appropriate JAG NEVADA and LCSD personnel will work jointly to resolve problems in a manner that ensures the integrity and efficacy of the JAG program ~~model~~ and the LCSD, and protects the confidentiality of the employee:
 - a. Non-compliance or poor performance with school/district policies and regulations, and/or NRS 391 state or federal laws.
 - b. Non-compliance or poor performance with the implementation of the JAG program.
 - c. Non-compliance or poor performance with required data entry and/or data collection for the JAG program.
 - d. Non-compliance or poor performance with the required follow-up services of the JAG program.
 - e. Falsification of student records
 - f. Insubordination
 - g. Misconduct
 - h. Stealing
 - i. Use of JAG NEVADA property for personal use
 - j. Failure to respond/attend required training
 - k. Other violations of the JAG Employee handbook, LCSD board policies, and/or state or federal laws, including NRS 391
 - ~~l. Directly disobeying responsibilities/duties~~
 - m. Misuse of JAG Nevada funds

If disciplinary corrective action of a JAG Specialist is deemed necessary by the LCSD, JAG Nevada and LCSD will work jointly toward a reasonable and timely corrective action plan of assistance that is satisfactory to both parties.

If the removal of a JAG Nevada Specialist is deemed necessary by the LCSD, JAG and LCSD will work jointly toward hiring a new JAG employee in a reasonable and timely resolution of problems manner that is satisfactory to both parties.

5. Based on the level of state and private funds received by JAG NEVADA, the nonprofit will expend for the benefit of the District LCSD and its students sufficient funds to support one two (42) FTE JAG related staff positions or more to implement the JAG NEVADA program in mutually agreed-upon schools through the 20247-20258 school year.
 - a. The District (LCSD) will be asked to provide a portion of the payment according to the fee schedule attached to this document. The cost share requested from the District is twenty-percent of the overall annual cost of the program and is needed due to rising salaries and program costs.
6. Follow-up services will be provided to each graduate by the JAG Nevada Specialist to each graduate including employer marketing and workforce development staff including information about employment opportunities, job development, pre-employment screening and placement services for twelve (12) months after the JAG student completes their final year in high school. Non-graduates will receive follow-up services that will result in completion of requirements for a high school diploma or a GED/HSET

High School Equivalency Test certificate.

7. JAG NEVADA will provide training and support for JAG Specialists as follows:

- Provide technical assistance and training to the JAG Specialists and other key staff of the participating school on the successful implementation and operation of a JAG accredited program.
- Arrange for the provision of training and provide technical assistance to JAG Specialists on the Electronic National Data Management System (e-NDMS) JAG Force, JAG's data management system, which provides tracking of students served, services delivered, and outcomes achieved.
- Arrange for the provision of training and provide technical assistance to JAG Specialists on all JAG data tracking systems for all students served by JAG NEVADA.
- Provide staff development experiences and training for all JAG Specialists to assure understanding of the JAG model and the Mult-Year Dropout Prevention Program Application. Share best practices through planned local and state staff development activities.
- Conduct periodic ongoing school quality assurance reviews including annual performance reviews specifically tied to the JAG model implementation; JAG and WIOA-required documentation; and expectations of the MOU. Continually provide support and feedback to JAG specialists. Engage Nevada Department of Education, school districts and school administration to the extent appropriate.
- Work with the JAG specialists to facilitate JAG special events as needed.
- Coordinate efforts with the JAG specialists to develop and provide work-based learning experiences for students during the 12-month follow-up phase of the program.
- Work with JAG specialists, to develop jobs, internships or apprenticeship opportunities for JAG Nevada graduates.

8. LCSD agrees to give the JAG Nevada access to the substitute teacher system, and help arrange for the provision of substitute teachers when a JAG Nevada Specialist is unable to attend class due to scheduled time off or illness. JAG Nevada will maintain funding to reimburse the costs of these substitute teachers at cost.

If the JAG Nevada Specialist is to be absent for an extended period of time, JAG Nevada may bring in their own district approved long-term substitute to assume the duties of the absent employee.

9. JAG Nevada will approve in advance the appropriateness of all stipend and non- stipend co-curricular duties (i.e., coaching, year book advisor, etc.) and other day-to-day duties (i.e. lunch, hall, bus monitoring, etc.), to which the school administrator may consider assigning the specialist, to make certain those activities will not detract from the specialist's abilities to perform his/her program duties, or jeopardize the likelihood of meeting JAG performance standards and outcomes associated with the program model at

the school.

10. JAG Nevada agrees to only access records after obtaining consent for the release of those records from the students' parent or guardian.
11. Annual Data Request: JAG will provide LCSD the District a data request in an acceptable spreadsheet format (CSV, Excel, etc.) that includes the student identification number information (Local Student Identification Number, Student First Name, Student Last Name, etc.) for all currently enrolled JAG Nevada students on or before June 1st and October 1st of each year.
12. Annual Data Request: JAG will provide LCSD the District a subsequent report on the outcomes of the data request and analysis of the impact of JAG Nevada programming on LCSD District students.
13. JAG Nevada will ensure that JAG staff members placed in the District attend any training program, employee orientation, and staff meetings requested or offered by the District which the District, in its sole discretion, deems required under federal/state law or District policy.
14. JAG Nevada shall obtain any necessary consent from the proposed JAG staff member for criminal and general background checks to be conducted by JAG Nevada and the District. Prior to hire, all JAG employees, contractors, or agents ("JAG staff members") who perform any function in the District, or who work with students in any fashion, shall undergo a criminal background check at JAG Nevada's expense. As agencies are prohibited from sharing criminal background checks, the District shall also conduct criminal and general background checks at its own expense. The District reserves the right to reject, in its sole discretion, any JAG staff member proposed for placement in the District pursuant to this MOU based on the proposed staff member's criminal or general background check.

B. WHEREAS, the responsibilities of Lyon County School District include:

1. LCSD will support the efforts of the JAG Nevada JAG staff to ensure that parents of participating students sign a consent form that authorizes the release of certain personally identifiable student information to Jobs for Nevada's Graduates Inc., JAG Nevada Management, Nevadaworks, Workforce Connections, and the Department of Employment, Training and Rehabilitation JAG National, and other affiliated funding partners. All JAG staff members agree to comply with the requirements of FERPA (Family Educational Rights and Privacy Act) and its implementing regulations, including but not limited to the following:
 - A. For the limited purpose of permitting access to students' educational records, without the written consent of the parent or eligible student at age 18 or older, by JAG staff members placed in the District, the District will designate such JAG staff members as school officials with legitimate educational interests pursuant to FERPA regulations at 34 CFR 99.31(a)(1).
 - B. The designation by the District of JAG staff members as school officials with legitimate educational interests is expressly understood by the Parties as necessary to facilitate the work of JAG staff members within the District's schools but such designation does not constitute a basis for asserting that JAG staff members are

considered officers, agents, contractors, or employees of the District.

2. Assign a high school administrator to be the JAG point of contact at each school to coordinate with JAG Nevada and the JAG specialist to provide feedback that will contribute to the continuous improvements of the program.
3. Create the appropriate sections in the high school master schedule for regularly scheduled, elective academic credit toward graduation to a minimum of forty-five (45) students with a goal of forty-five to sixty (45-60) students for the entire school year, for those students who successfully complete the JAG Nevada class in accordance with the JAG Multi-Year model.
4. JAG high school classes will be scheduled for freshman through senior classes as agreed upon with each administrator. JAG Nevada and LCSD may expand the program in the future to include middle schools if funding permits and strategic discussion between LCSD and JAG indicate a desire to expand in that direction.

The Multi-Year Model works optimally at this enrollment range, and JAG requests, when possible, for each Specialist to teach three sections differentiated by grade (seniors, juniors, etc.) with 20 students each when at all possible. If this is not feasible, JAG will work with school officials to place students in upper grades (e.g., seniors) separate from students in lower grades (e.g., freshmen). JAG understands that enrollments can vary and fall above or below this range. At those times, JAG management will work with school administration to help attain the optimal enrollment level to achieve the best possible student outcomes. The JAG elective credit class teaches the JAG National curriculum, which consists of 87 work-readiness, personal development, and career preparation-related competencies. The Multi-Year Program is designed for students to remain enrolled in JAG for two to four years, and the curriculum guide has differentiated instruction for each grade level. Thus, JAG will work with District and school officials to ensure that JAG students can remain in JAG for one or more years if students wish to be in the JAG Program and their course progress allows them to do so. JAG provides students with access to in-class tutoring and will work with school officials to help credit deficient students make up their credits during JAG class time via tools like Apex and JAG provided tutoring.

5. Provide office space including a locked file cabinet for file storage for each JAG Specialist for the duration of this MOU. Provide associated office support including, utilities, maintenance, telephone, computer, and copier, etc. The school will also provide the use of other school facilities and equipment necessary to deliver the services of a JAG Nevada accredited program (i.e. classroom availability).
6. Provide JAG Nevada classroom computers (JAG specialist classroom computer and JAG student computers) must have with appropriate Internet access to facilitate provision of JAG curriculum, data entry, and employment searches. JAG requested Internet sites will be considered for unfiltered Internet access according to LCSD policy and regulations, as long as in alignment with the District's Acceptable Use Policy and District Policies and Regulations if the Internet sites are educationally appropriate for students. A phone will be provided in each JAG classroom as available.
7. Create, develop and facilitate an in-school JAG Advisory Committee to assist the specialist in recruiting, screening and selecting students most in need of services

delivered in the Multi-Year Dropout Prevention Programs and provide ongoing support for students and the JAG Nevada program. The existing committee will include one representative from administration, counseling and the faculty, as well as the JAG specialist. The advisory committee and specialist are mutually responsible for recruiting, screening, and selecting students who satisfy JAG criteria.

8. Provide access to school student files to the instructor of record and the JAG specialist, for the purposes of identifying, screening, selecting, enrolling and monitoring the progress of qualified students in the JAG program. Accommodate legal and reasonable requests by JAG NEVADA for access to information required by the JAG other funding sources. Assist JAG Nevada in accessing appropriate district approved Family Educational Right to Privacy Act (FERPA) training to facilitate secure, appropriate access and use of data.
9. Support ~~the participation of guest speakers at the student career association meetings during and after class periods~~ the implementation of the JAG Career Association, an essential component of the JAG Multi-Year Model. All JAG students automatically become members of the JAG Career Association when they enroll in the JAG class. Participation in the Career Association is free as are all activities provided by JAG. Career Association meetings take place after school or during class times, and the JAG Specialist serves as the Career Association sponsor. The Career Association teaches the following competencies: civic awareness, social awareness, career exploration, fundraising, leadership, and community service. JAG also requests support in facilitating the participation of guest speakers at the student Career Association meetings during and after class periods. JAG Specialists are responsible for scheduling meetings, identifying guest speakers, and coordinating speaker participation. The Career Association emphasizes the use of student voice and choice in identifying activities, service projects and speakers, and they are assisted by the JAG specialist.
10. Support the flexible scheduling of job shadowing opportunities and internships for JAG students. JAG program specialists and students participating in on and off-campus JAG related activities will be covered under JAG Nevada insurance policies. Parents of JAG students will sign the Assumption of Risk and Waiver of Liability Form provided by JAG Nevada. JAG Nevada is responsible for the transportation of students with their own vehicles to off-campus non-school/district activities and will provide district administration with proof of vehicle insurance and personal liability insurance coverage for the students and JAG employees.
11. Audit and Records: Jobs for Nevada's Graduates Inc., Nevadaworks, Workforce Connections and the State of Nevada and any duly authorized representative, Applicable JAG, NDE, federal, private, and municipal funders, and any duly authorized representative, shall have reasonable access to any non-confidential books, documents, papers, and records of the JAG Program, which are pertinent to this Agreement and held by the LCSD District, for the purpose of monitoring, auditing, or examination, and may make excerpts, copies and transcripts, thereof.

~~In order~~ To maintain compliance with the JAG Program, as well as Nevadaworks and DETR, funding the requirements of other funders, copies of the following documents need to be made available from the students' files. It is LCSD's responsibility to collect this information and provide it to JAG Nevada in order that the students are

enrolled in the program. listed below will be provided to JAG for students who will be enrolled in the JAG Program. Failure to do so will result in non-compliance and withholding of funds. See Exhibit B for a full list of data that will be provided to JAG. These documents include:

- School Transcripts (one current to entering the program and one current to the end of the academic year)
- Copy of quarterly and semester grades
- 504 or IEP Accommodation Plans (if applicable to student)
- School medical concern report (if applicable to student)
- Discipline Reports which occur during the school year
- Nevada Proficiency Examination Scores– most recent and those earned while in program

12. Understand that the funds for this contract come from state appropriation and one or more grants and agrees that JAG Nevada and or the grantor(s) must monitor the school district's books and records related to this contract as part of the grant. LCSD shall keep books and records as described: permit JAG Nevada and/or the grantor(s) to examine the school district financial and programmatic books and records related to this contract at a mutually convenient time, but not later than ten days after receipt of written notice of request to monitor.

~~13. All JAG related contact with the State of Nevada DOE, DETR, Nevadaworks, Workforce Connections, National JAG Office, and the Nevada Governor's office shall be made by going through the proper channels; the JAG specialist and school personnel will not make direct contact with JAG National, DOE, DETR, Nevadaworks, Workforce Connections, the Nevada Governor's office; Media; etc. without notice to JAG Nevada.~~

13. Annual Data Request: LCSD will provide JAG Nevada with data on JAG students at least twice annually. Data requested by JAG NEVADA could include the following student level data by grade and term:

1. Credits Attempted
2. Credits Earned
3. Credits Attempted Cumulative
4. Credits Earned Cumulative
5. GPA Term
6. GPA Cumulative
7. Absences
8. Tardies (# of instances)
9. Truancy (# of instances)
10. Detentions (# of instances)
11. Referrals to Dean's Office (# of instances)
12. In-school Suspensions (# of instances)
13. Out-of-school Suspensions (# of instances)
14. Expulsions
15. Class standing
16. CTE Enrollment

17. Total Class population
 18. Student Demographics by gender, race, ethnicity, and other demographics collected by LCSD.
 19. Class Standing
 20. Total class population
15. Annual Data Request: The data provided to JAG Nevada will be distributed directly to JAG NEVADA in an excel file based on parameters established in a data request submitted by JAG.
 16. Infinite Campus Access: LCSD will provide JAG Specialists with access to Infinite Campus (or appropriate student database system used by the district) that will provide information about students currently enrolled in their programs, including the ability to view attendance, grades and test scores. Further, LCSD will provide JAG Specialists “Counselor Access”, that is, access to view these same parameters for prospective students that they are recruiting for the following year.
 17. All JAG staff members placed in the District will attend any training program, employee orientation, and staff meetings requested or offered by the District which the District in its sole discretion deems required under federal or state law or District policy. Some of these training include, but are not limited to: NRS 432B Mandatory Reporting, Anti-bullying, Aversive Interventions/Restraints on Students with Disabilities, Prevention of Sexual Misconduct towards Students, Ethics, etc.
 18. The District (LCSD) will provide a portion of the annual cost of the program beginning on July 1, 2025, through June 30, 2028. The cost share amount requested from LCSD covers two programs and is \$23,236 per year for two programs. JAG Nevada will pay the remainder of the program cost from state appropriation, private fundraising and grant sources and provide 2 FTE JAG Specialists and a full array of JAG services and supports at Fernley and Dayton schools. Should funding sources change, JAG Nevada and LCSD agree to renegotiate the terms of this cost share agreement and may mutually agree to add or remove programs at the beginning of each school year using these same cost-share ratios.

C. PARTNERSHIP COMMITMENT

1. The **partners Parties** mutually agree that the JAG Program will operate within the principles, policies, procedures, **and** JAG standards, **and District policies/regulations** as outlined in this **document and Agreement and agreed to by the participating school District and JAG Nevada and Jobs for America's Graduates.**
2. In the event of conflict between District policy, rule, regulation, practice or procedure regarding standards of employee conduct and any JAG policy, rule, regulation, practice or procedure regarding standards of employee conduct, the District's policy, rule, regulation, practice or procedure shall control.
3. JAG staff members are subject to the authority of the District and the principal or designee of any school where they are placed with respect to the general operation and

administration of the school; however, JAG staff members shall not be considered officers, agents, contractors, or employees of the District.

4. In the event that any issues, conflicts, or disputes arise with respect to this MOU, the Parties will convene a face-to-face meeting of appropriate administrative personnel in a good faith attempt to resolve such matters. Nothing contained herein shall be construed as limiting in any way a Party's right to terminate the MOU in the event that the Parties are unable to resolve a dispute.
5. This MOU shall be governed by and interpreted under the laws of the State of Nevada, with all parties agreeing to submit all disputes arising out of this MOU to mediation, before either Party may commence litigation. The Parties shall split and pay, equally, the cost of the mediator. A failure or refusal to mediate constitutes an act of default and will constitute irreparable harm to the Party who has not failed or refused to mediate, thereby entitling the Party who has not failed or refused to mediate to seek temporary and preliminary injunctive relief on the question of mediation. By executing this MOU, JAG Nevada and the District does not waive, limit or modify its sovereign immunity from unconsented suit or judicial litigation. Should any term, condition or provision be deemed to be invalid or unenforceable, the remaining terms and conditions shall remain in full force and effect.
6. It is mutually agreed that efforts will be made to continue the JAG Program in future school years based on:
 - a. The availability of funding;
 - b. An adequate number of students to make the program cost-effective; and
 - c. Mutual satisfaction with the Program based on this Agreement.

D. Terms of Agreement

This Memorandum of Understanding is in effect through June 30, **2019 2028**, and will be automatically renewed in future years based on legislative and other funding availability unless parties terminate at an appropriate point of closure, such as the end of the school year, unless one of the parties terminates the agreement in writing given a thirty (30) day written notice.

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

To the extent education records are shared with JAG NEVADA staff or volunteers, JAG NEVADA agrees to comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), 20 U.S.C. 1232g and any other applicable law or regulation on confidentiality of data and information. This includes the: duty to comply with the use and re-disclosure provisions of FERPA; share education records only with its employees with a legitimate interest in the records; and use the records exchanged only to the extent necessary for the stated purpose of this contract.

NOTE: Unless otherwise provided by law, written consent of the parent or eligible student at age 18 or older must be obtained specifically authorizing disclosure of a student's education records to any third party, including but not limited to JAG Nevada partners. The District will prepare and provide FERPA-compliant consent forms for this purpose.

To the extent **educational records are** personally identifiable information is shared with

outside agencies such as JAG Nevada, ~~JAG Nevada Management, Nevadaworks, Workforce Connections, or the Department of Employment, Training, and Rehabilitation~~ JAG National, or DOE, parental consent will be obtained by JAG NEVADA JAG staff with the full cooperation of LCSD personnel.

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

- ~~• The availability of funding~~
- ~~• An adequate number of students to make the program cost effective~~
- ~~• Mutual satisfaction with the program based on this Memorandum of Understanding~~

IN WITNESS THEREOF, LCSD and JAG Nevada have caused this Memorandum of Understanding to be executed by their duly authorized representatives.

Lyon County School District

Tim Logan, Superintendent of Schools

Date: _____

**JOBS FOR NEVADA'S GRADUATES
INC.**

Dr. René Cantú Jr., Executive Director

Date: _____

