



June 28, 2019

Rocky Boy High School  
RR1 Box 620  
Box Elder, MT 59521

Greetings-

Jobs for Montana's Graduates (JMG) welcomes you to the 2019-2020 school term. We look forward to working with you this year and serving the students at **Rocky Boy High School**.

Enclosed are two copies of the Memorandum of Agreement (MOA) for implementation of the JMG program at **Rocky Boy High School**.

To receive the funding provided by the MOA, please follow the below process:

1. Read the MOA and sign on page 9.
2. Mail back a copy of the MOA. **Thursday, August 22nd.**
3. Make a copy of the MOA for your records.

We look forward to working with you and your school once again. If you have any questions or concerns regarding these documents, please contact me at **406-444-0978**.

Sincerely,

Erica Swanson, State Director  
Jobs for Montana's Graduates

Enclosures



## CONTRACT

Contract #: DLISFY20CONWSD-68

### **I. PARTIES**

This Contract is entered into by and between:

1. **Montana Department of Labor & Industry**, Jobs for Montana's Graduates (JMG)  
(hereinafter "Department"), whose address is:

Physical:  
1315 E. Lockey Ave.  
Helena, MT 59601

Mailing:  
P.O. Box 1728  
Helena, MT 59624

AND

2. **Rocky Boy High School** (hereinafter "Contractor"), whose address is:

Physical:  
81 Mission Taylor Rd  
Box Elder, MT 59521

Mailing:  
RR 1 Box 620  
Box Elder, MT 59521

### **II. TERMS**

1. **Purpose:** The purpose of this Contract is: for the Contractor to implement the Jobs for Montana's Graduates comprehensive model, which is affiliated with the national organization of Jobs for America Graduates (JAG).

2. **Effective Date and Duration:** This Contract takes effect on July 1, 2019, and terminates on June 30, 2020, unless terminated earlier in accordance with the terms of this Contract. Despite termination of this Contract on **June 30, 2020** the Contractor is obligated to perform Follow-Up of senior graduates and senior non-graduates; as well as other JMG student participants through **June 30, 2021**.

2.1 Contractor's obligation to perform student follow-up as provided by this Contract continues for one year after the expiration of the Contract.

3. **Description of Services and/or Goods:** The Contractor agrees to the following:

3.1 Department will provide to the Contractor:

- Program training Manuals;
- Curriculum;
- Professional Development
  - Two annual training seminars
  - Two annual site visits

- Two annual performance reports
- Technical assistance; and
- National Data system access
- Two annual student conferences

3.2 Contractor will employ a Career Specialist who takes personal responsibility for JMG students in need of further assistance completing an educational program or securing and holding a job.

3.3 Contractor will implement the JMG program requirements for grades 9 through 12 using provided curriculum, resources and tools focused on the following:

3.3.1. Montana Career Association (MCA): The MCA is a student led organization used to enhance a sense of ownership among participants, to provide pride of membership (belonging), to involve program participation, to recognize participation, to reinforce JMG competencies, and to develop, practice and refine personal and leadership skills.

- The Career Specialist serves as the advisor to the MCA chapter comprised of students on the JMG program roster.
- Student officers will be elected or appointed by the MCA membership to lead the chapter.
- The chapter will conduct an Initiation and Installation (I&I) Ceremony shortly after the start of the program year.
- Chapter members (with guidance from the Chapter Advisor/Career Specialist) will develop a Plan of Work that includes:
  - Leadership development activities
  - Career development activities
  - Social activities
  - Civic activities
  - Fundraising activities
- The MCA will participate in two annual JMG conferences a year where JMG students are provided opportunities to show case the skills they have learned throughout the year and development leadership skills.
  - LEAD Montana: in Helena
  - IGNITE Montana: in Billings
- **Failure to meet the Montana Career Association guidelines can lead to a program funding reduction of up to 50% for the next school year.**

3.3.2. National Data Base Participation: The JMG Career Specialist will capture data using the Electronic National Data Management System (e-NDMS). JAG will use e-NDMS reports to monitor compliance to the JAG Model, quality assurance, and program improvement. All data and information captured using e-NDMS will be documented and verified ensuring the integrity of the database.

- Data will be collected in three general categories
  - Participants served,

- Services delivered
- Outcomes achieved
- Data will be reported for 100% of program participants
- Data will be reported monthly from 1 September 2019 through 15 June 2020
- All data requirements will be completed on or before the established deadline.
- Data entry deadlines and requirements for the 2019/20 school year are:
  - 30 September 2019
    - 2019/20 Student Profiles
    - Return-to-School status
    - Follow-up contact information for 2018/19 grades 8 & 12
    - Job/School placement information for 2018/19 grades 8 & 12
    - Model Services
  - 30 October 2019
    - 2019/2020 Student Profiles
    - Follow-up contact information for 2018/19 grades 8 & 12
    - Job/School placement information for 2018/2019 grades 8 & 12
    - Model Services
  - 30 November 2019
    - 2019/2020 Student Profiles
    - Follow-up contact information for 2018/19 grades 8 & 12
    - Job/School placement information for 2018/19 grades 8 & 12
    - Model Services
  - 30 December 2019
    - Model Services
    - Follow-up contact information for 2018/19 grades 8 & 12
    - Job/School placement information for 2018/19 grades 8 & 12
  - 30 January 2020
    - Enter Student Profiles for all new second semester JMG Students
    - Model Services
    - Follow-up contact information for 2018/19 grades 8 & 12
    - Job/School placement information for 2018/19 grades 8 & 12
  - 28 February 2020
    - Model Services
    - Follow-up contact information for 2018/19 grades 8 & 12
    - Job/School placement information for 2018/19 grades 8 & 12
  - 30 March 2020
    - Model Services
    - Follow-up contact information for 2018/19 grades 8 & 12
    - Job/School placement information for 2018/19 grades 8 & 12
  - 30 April 2020
    - Model Services
    - Follow-up contact information for 2018/19 grades 8 & 12
    - Job/School placement Information for 2018/19 grades 8 & 12
  - 15 May 2020
    - Graduation Dates
    - End of Year Status

- Scholarship
- Model Services
- Follow-up contact information for 2018/19 grades 8 & 12
- Job/School placement Information for 2018/19 grades 8 & 12
- **Failure to meet e-NDMS reporting requirements and deadlines can lead to a program funding reduction of up to 50% for the next school year.**

3.3.3. FOLLOW-UP SERVICES: JMG Career Specialist will contact and deliver follow-up services to program participants for the 12-month follow-up phase. Participants are expected to be in regular contact with program participants during the follow-up phase. The services delivered in the follow-up phase are as critical as those delivered in the in-school phase.

- Specialists shall make no less than one personal contact per month with graduates and non-graduates
- If a high school diploma or HiSET was not attained, Specialists will continue to provide guidance in completing requirements for a high school diploma or HiSET
- Data will be reported monthly from 1 September 2019 through 30 June 2020
- Contractor is obligated, even in the event of termination, to perform Follow-Up services for senior graduates and senior non-graduates as well as other JMG student participants through 30 June 2021.
- All data requirements will be completed on or before the established deadline.
- All follow-up information will be reported in the e-NDMS database on or before the deadlines established in paragraph 2.3.2.
- **Failure to meet Follow-up Services reporting requirements and deadlines can lead to a program funding reduction of up to 50% for the next school year.**

3.3.4. COMPETENCY ATTAINMENT: Career Specialists are responsible to meet JMG program performance standards and outcomes. The curriculum competencies are tools to be used when teaching JMG students and are the measurable data to determine which skills JMG students are learning.

- JMG Career Specialist will provide classroom instruction helping participants attain JAG's 37 core competencies.
- JMG instruction should focus on areas like:
  - Healthy Lifestyles: Such as value systems, goals, decision-making, maturity, positive self-image, positive attitude, and responsibility
  - Basic Communication Skills: Both verbal and written; life skills math and problem solving
  - Career Development: Occupational interests, aptitudes and abilities; career pathways; goal setting; job shadowing, internship and/or work experience
  - Job Attainment and Job Survival: Resumes, career search, application processes, interviews, employer expectations, time management, positive employee qualities and effective human relations
- JMG Career Specialist will use e-NDMS to report competency attainment contact hours when Model Services are entered into the e-NDMS database.

- **Failure to meet Competency Attainment requirements can lead to a program funding reduction of up to 30% for the next school year.**

3.3.5 PARTICIPANT SELECTION: Program participants will be selected based on barriers to graduation and/or transition into the workforce or enrollment in a postsecondary education program leading to a career.

- JMG feels that the JMG program is for all students and a diverse class makeup can provide second and third order effects beyond that provide in the context of the classroom.
- Students with the greatest need should be selected for JMG but all students are eligible.
- An in-school Advisory Committee will be established which accept responsibility for participants selected for JMG services.
- The Advisory Committees will be comprised of stakeholders that are knowledgeable of the JMG Model and the program applications operating in the school.
- JMG Career Specialists shall make a concerted effort to examine school records (grades, attendance, suspensions, disciplinary, and guidance) as a means of selecting the right students.
- **Failure to meet Participant Selection requirements can lead to a program funding reduction of up to 20% for the next school year.**

3.3.6 STUDENT LOAD: Student load is a critical consideration in delivering quality services and achieving performance goals. Specialists that exceed the number of participants as defined in the JMG Model place all participants in jeopardy of not achieving the targeted goals. Specialists that serve too few participants place the program in jeopardy since the cost per participant exceeds the JMG average.

- Contractor will have a minimum of 6 students in a JMG class
- Ideal size for a JMG program is 10-20 students
- **Failure to meet Student Load requirements can lead to a program funding reduction of up to 20% for the next school year.**

3.3.7. EMPLOYER MARKETING AND JOB DEVELOPMENT: JMG Career Specialists will market the JMG program and the programs participates to employers who can provide quality jobs and work-based learning experiences. Quality jobs are those that provide full-time work, competitive salaries, safe working conditions, adequate job training, effective supervision, periodic performance appraisals, employment benefits (i.e., health insurance, employer financed education, etc.), and career advancement opportunities.

3.3.8. PROFESSIONAL DEVELOPMENT: Continuing professional development helps JMG Career Specialist maintain and enhance knowledge and skills, stay relevant and up to date, continue to make a meaningful contribution to the team, and stay interested and connected. JMG offers two state level training seminars as well as two site visits each year to provide current program information and assess program performance. JAG also provides national wide professional development opportunities. JMG professional development requirements are:

- JMG Career Specialist will participate in both JMG sponsored professional development opportunities.
- Contractor and JMG Career Specialist will participate in two monitoring visits throughout the school year.
- **Failure to meet Professional Development requirements can lead to a program funding reduction of up to 25% for the next school year**

**4. Consideration:** The Department agrees to pay Contractor a maximum sum not to exceed \$3,000 for performance of this Contract. The maximum sum includes all reimbursements amounts for expenses such as travel. Travel expenses may only be reimbursed at state allowed rates.

Contractor must meet the following criteria to receive the full contracted amount for the school year 2019-2020.

- Minimum of 6 students in the JMG class and reported on e-NDMS roster. Career Specialist will attend JMG sponsored Professional Development.
- Students' attendance at the Lead Montana and IGNITE Montana conferences.
- Monthly Database requirements have been met.
- Penalties for not meeting requirements are provided in paragraph 3.3.

4.1 Contractor shall submit a record of expenditures incurred for the performance and completion of this Contract. The Department may verify all expenditure receipts, and disburse funds in an amount equal to the approved expenditures. The Department has thirty (30) days to make payment after the later of the date of delivery or the goods or services, or the Department's receipt of a properly executed invoice.

**5. Independent Contractor:** Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon

**6. No Assignment, Transfer, Delegation, or Subcontracting:** Contractor shall not assign, transfer, delegate or subcontract the rights, duties, or obligations of any portion of the Contract without the express written consent of the Department.

**7. Ownership and Publication of Materials:** All material and other information generated under this Contract, if any, are the sole property of the Department.

**8. Records, Audit, and Release of Information:** Contractor agrees to create and retain records supporting the services rendered or supplies delivered. These records shall be made available to the Department or the Legislative Auditor for any reason, including audit purposes, upon request by the Department or the Legislative Auditor. Contractor agrees to retain these records for a period of three (3) years after the later of either the Termination Date or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State, the Department, or a

third party. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.

8.1 The Contractor and the Department agree that any and all public releases of information by the Contractor pertaining to this Contract shall be submitted to and approved by the Department prior to release. The Department may authorize the Contractor in writing to release information.

9. **Indemnification:** Contractor agrees to protect, defend and hold harmless the State, the Department, and their employees against all claims, demands, or causes of action, including the cost of defense thereof, brought as a result of Contractor's acts or omissions by Contractor's employees or agents. If such claim, demand, or cause of action arises solely from the Department's negligence, Contractor need not so protect and defend.

10. **Discrimination:** Contractor warrants that the selection of persons to perform under this Contract will be made on the bases of merit and qualification. Contractor further warrants that there will be no discrimination based upon race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this contract.

11. **Compliance with Laws:** Contractor shall fully comply, and remain fully in compliance through the Contract term, with all applicable federal, state, or local laws, rules, and regulations. This includes without limitation, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 (as amended), Section 504 of the Rehabilitation Act of 1973, and Montana's Workers' Compensation Laws at MCA Title 39, Chapter 71.

12. **Writing to Terminate:** Notice of termination shall be in writing, and made to the person identified in the Liaisons section below.

12.1 Termination for cause: The Department or Contractor may terminate the Contract in whole or in part at any time either party fails to perform any part of the Contract.

12.2 Termination for convenience: The Department or Contractor may also, by written notice to the other party, terminate this contract without cause and without incurring liability to either party. Either party shall give notice of termination to the other party at least 30 days before the effective date of termination. The Department shall pay Contractor only that amount, or prorated portion thereof, owed to Contractor up to the date the termination takes effect. This is Contractor's sole remedy. The Department shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

13. **Termination for Reduction of Funding:** Pursuant to MCA § 18-4-313(4), the Department must terminate this Contract if funds are not appropriated or otherwise made available to support the Department's continuation of performance in a subsequent fiscal period.



14. **Full Integration:** This Contract contains the entire agreement between the parties and it supersedes any prior statements, understandings, promises, or representations made by either party, or agents of either party.

15. **Amendments (Modifications):** The Parties may amend the terms of this Contract by executing a signed writing specifying the provision(s) to be amended, as well as the new language to be included. The amending document must be executed with the same or equivalent signatures of the Parties as this Contract.

16. **Severability:** A declaration by any court or other binding legal source that any provision of this document is illegal or void does not affect the legality or enforceability of any other provision.

17. **Liaisons:**

The Department's representative for purposes associated with this Contract is:

Erica Swanson  
Workforce Services Division  
Strategic Initiatives and Workforce Programs Bureau  
Jobs for Montana's Graduates  
Department of Labor and Industry  
P.O. Box 1728  
Helena, MT 59624-1728  
(406) 444-0978  
eswanson@mt.gov

The Contractor's representative for purposes associated with this Contract is:

Name: Rocky Boy High School  
Address: RR 1PO Box 620  
Phone: 406-395-4291

18. **Failure of Enforcement is Not a Waiver:** Failure of the Department to enforce at any time any of the provisions of this Contract is not a waiver of such provisions and does not affect the validity of this Contract or any part thereof, or the right of the Department to enforce each and every provision of this Contract.

19. **Disputes and Venue:** The Parties agree to be governed by the laws of Montana. The Parties agree that any litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

### III. SIGNATURES

This Contract shall be executed electronically, and of which shall be deemed to be an original. To express the parties' intent to be bound by the terms of this Contract, they have executed this document on the dates set forth below.

**Approved for the Montana Department of Labor & Industry:**

By: Marken P. O'Leary Date: 5/31/2019

**Approved for the Contractor:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Approved for Legal Content:**

By: Judy Bravington Date: 5/24/19