

REVISED MEMORANDUM OF AGREEMENT
KENTUCKY EDUCATIONAL COLLABORATIVE FOR STATE AGENCY CHILDREN
EASTERN KENTUCKY UNIVERSITY
Fiscal Year 2007
(July 1, 2006 - June 30, 2007)

I. INTRODUCTION

This agreement is made and entered into this _____ day of _____, 2006, by and between The Kentucky Educational Collaborative for State Agency Children (KECSAC), Eastern Kentucky University, (hereinafter called the FIRST PARTY), a non-profit educational institution, organized and existing by virtue of the Laws of the Commonwealth of Kentucky, and **Hardin County School District**, (hereinafter called the SECOND PARTY), a non-profit educational institution, organized and existing by virtue of the Laws of the Commonwealth of Kentucky.

WHEREAS, the FIRST PARTY has been directed by the Cabinet of Justice and Cabinet of Health and Family Services and Kentucky Department of Education (collectively referred to herein as "CABINETS") to provide collaborative educational services, and

WHEREAS, the FIRST PARTY has concluded that it would not be feasible to provide some of such services from its facilities; and

WHEREAS, the SECOND PARTY is available and would be qualified to provide a system which would meet the approval of the aforementioned cabinets; and

WHEREAS, the FIRST PARTY desires to avail itself of the services of the SECOND PARTY

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

II. SCOPE OF WORK

The SECOND PARTY will provide to state agency children in **Baptist Youth Ranch, Glen Dale Children's Home, Hardin County Day Treatment, Lincoln Trail Behavioral Health Systems and Lincoln Village Youth Development Center** a 210-day instructional school program which is in compliance with the Statutes and Regulations governing the CABINETS as they relate to State Agency Children in the Commonwealth of Kentucky. In addition to the terms and conditions described below, the SECOND PARTY also agrees to abide by all terms and conditions set forth under the Master Agreement between FIRST PARTY and the CABINETS.

III. PERIOD OF PERFORMANCE

Each program is for a period of twelve months, beginning July 1, 2006, with an end date of June 30, 2007. The Program may require a multi-year effort and each subsequent year will be dealt with separately and will require a new Memorandum of Agreement. Initiation and continuation of this agreement are contingent upon FIRST PARTY's receipt of funding from the CABINETS.

IV. DUTIES OF THE FIRST PARTY

1. The FIRST PARTY will provide the services of the Director of KECSAC or other KECSAC personnel to facilitate the distribution of the funds as described herein.
2. The FIRST PARTY will provide for all of the normal administrative requirements as established by the CABINETS.

V. DUTIES OF THE SECOND PARTY – HARDIN COUNTY SCHOOL DISTRICT

1. The SECOND PARTY will provide the services of a school administrator as the overall School District Program(s) director, or a substitute acceptable to both parties.
2. Time and effort sheets will be maintained by the school administrator for staff providing services for each Program under this Agreement. All wages and fringe benefits required hereunder will be provided within the terms of funding in this Agreement.
3. Personnel assigned by the School District to the Program will be afforded all of the amenities of **Hardin County School District** faculty and/or staff. Such Project personnel will be employees of the SECOND PARTY with selection dismissal, and all other employment decisions the responsibility of the SECOND PARTY.
4. Normal SECOND PARTY accounting procedures will be employed and records will be made available for inspection at the request of the FIRST PARTY for a period of up to three years beyond the termination date of a Program.
5. **The SECOND PARTY shall sign and return the Memorandum of Agreement to the FIRST PARTY within ninety (90) days of issuance. The FIRST PARTY may decrease funding by quarterly increments for noncompliance with the submission deadline.**
6. The SECOND PARTY shall maintain an inventory of all items purchased with KECSAC funds. All items purchased with KECSAC funds remain the property of FIRST PARTY.
7. The SECOND PARTY agrees to return all purchased items to FIRST PARTY within 30 days of closing of a Program.
8. The SECOND PARTY shall submit a new application for funds should an existing KECSAC Program move to a new district and SECOND PARTY is seeking funding for any activities or items not specified herein.
9. The SECOND PARTY shall immediately notify FIRST PARTY in writing of any problems, complaints or allegations relating to the use or administration of KECSAC funds or any Program supported, in whole or part, by KECSAC funds. SECOND PARTY shall send such notification to FIRST PARTY at:

KECSAC
104 Case Annex
Eastern Kentucky University
521 Lancaster Avenue
Richmond, KY 40475

10. The parties recognize that FIRST PARTY is an agency of the state and as such is vested with sovereign immunity, and nothing in this agreement shall be construed as a waiver of such immunity. SECOND PARTY agrees, to the extent permitted by law, to indemnify and hold harmless the FIRST PARTY from any and all liability, loss or damage that FIRST PARTY may suffer resulting from the acts or omissions of SECOND PARTY'S employees or agents relating to this Agreement.

VI. COSTS AND PAYMENTS

1. On a quarterly cost reimbursement basis, the FIRST PARTY will request that payment be made by Kentucky Department of Education to the SECOND PARTY the cost, not to exceed approved requested funds, for direct labor, supplies, subcontracts, and incidental expenses necessary for the execution of the work. The SECOND PARTY will bill the FIRST PARTY in MUNIS **project budget report** format quarterly for expenditures as actual expenses are incurred (*as requested*). The budget is attached as ATTACHMENT 1 and incorporated herein by reference. New Memorandum of Agreements with an updated annual budget will be completed each year for each Program.
2. The SECOND PARTY will provide documentation in MUNIS format listing the total expended KECSAC funds by June 30th of the current fiscal year. Any funds not expended will be deducted from the next fiscal year's allocation.

VII. RENEWAL

The parties hereby understand that each Program may be renewed for additional periods under these terms as may be mutually agreed upon in writing.

- ## VIII.
- The SECOND PARTY will comply with all provisions of the CABINETS included in the attachments to this Memorandum of Agreement and all applicable provisions of the Master Agreement between the CABINETS and FIRST PARTY.

IX. ENDORSEMENTS

Both parties have executed this Agreement by duly authorized officers.

X. PROGRAM GUIDELINES

KRS 605.110 requires that children maintained in a facility or program operated, contracted or financed by the CABINETS shall as far as possible, maintain a common school education.

In this regard, SECOND PARTY'S educational administrative staff, supervisors and teachers:

1. Shall meet Kentucky educational certification requirements and be evaluated in accordance with local school district policy.
2. Shall, at on-site Programs, provide the treatment program director an opportunity to interview prospective new teachers for the on-site state agency school program when filling a teacher vacancy. At on-site programs, the treatment program director shall provide the local school district with interview results regarding the applicants' suitability for teaching in the on-site state agency school program.
3. Shall designate a school administrator who will be the instructional leader of the state agency children educational program(s). School administrators shall attend one Regional Meeting and one Statewide Meeting scheduled by KECSAC with the advice of the KECSAC Interagency Advisory Group and Administrators Association. The school administrator meetings are scheduled as follows:

Statewide Meeting:	September 22, 2006	Statewide School Administrator Meeting
Regional Meetings:	March 6, 2007	Western Region
	March 8, 2007	Eastern Region

4. Shall ensure school administrators attend additional meetings upon thirty (30) days written notification from KECSAC or the CABINETS.
5. Shall be responsible to ensure school administrators complete and timely submit information upon request from the Department of Juvenile Justice, Department for Mental Health and Mental Retardation Services, CABINETS and/or the KECSAC.
6. Shall ensure the school administrator, or a designee, participates in Treatment Planning Conferences and team meetings for state agency children in programs they serve;
7. Shall comply with all policies of the CABINETS relative to the care and treatment of State Agency Children;
8. Shall, at on-site programs, provide a professional development plan for all certified staff working in state agency children programs. All new educators to a state agency children's program shall attend the "New Educators Training," which is **scheduled for September 6-8, 2006. Educators are strongly encouraged to attend at least 3 other KECSAC Professional Development events and share information with other teachers.**
9. Shall, at on-site programs, maintain average teacher pupil ratios not to exceed: No more than ten (10) students to one (1) teacher without a classroom aide; and no more than fifteen (15) students to one (1) teacher with a classroom aide; and shall comply with 505 KAR 1:080 relating to students with educational disabilities.
10. Shall, at on-site programs, develop, in coordination with the Individual Treatment Plan (ITP) for each state agency child, an Individual Plan of Instruction (IPI) or for youth determined to have an educational disability, an Individual Educational Plan as governed by 505 KAR 1:080.
11. Shall recognize state agency children status as an exigent circumstance for purposes of GED testing.
12. Shall, at on-site programs, administer to state agency children the same assessments administered to other public school youth in A-5 and A-6 schools as specified in 505 KAR 1:080. The average daily attendance data for day treatment programs and the results of the assessments shall be included in the accountability index of the last A-1 school the youth attended prior to admittance to a state agency program or the A-1 school the youth would have attended if the youth had remained in that local school district.
13. Shall, at on-site programs, develop portfolios consistent with the content requirements of the state's assessment program. Shall send the state agency child's portfolio to the receiving school as part of the education records when youth transition from a Program.
14. Shall request of sending school the educational records for all state agency children. Upon receipt of the school records, the SECOND PARTY shall notify within five (5) days the sending school of the state agency child enrollment. Upon receipt of the school records, the state agency program shall notify the sending school district office of the pupil personnel director that the child is now in school attendance and not a drop out.
15. Shall insure that the educational records of state agency children be forwarded to receiving schools within five (5) school days following the release of the youth from the Program.
16. Shall prepare an Educational Passport as required by KRS158.137 and 605.110(3)(e)

17. Shall comply with all provisions of KRS Chapters 158, 161, 610, 635, 640, 645, 505 KAR 1:080, 922 KAR 1:300 and 922 KAR 1:305.
18. Shall submit to the KECSAC, a comprehensive annual budget in project budget report MUNIS format for **each** Program for providing education to state agency children as **Attachment 1**, attached hereto and incorporated herein by reference.
19. Shall provide to all state agency children the number of school days required under KRS 158.070. An extended school calendar of two hundred and thirty ~~two~~ (230) with two hundred and ten (210) instructional days shall be provided. An Educational Calendar Worksheet outlining the two hundred and thirty (230) days shall be submitted as **Attachment 2**, incorporated herein by reference, with the annual Memorandum of Agreement. In addition, if a program is a day treatment program, shall attach a copy of its adverse weather plan as **Attachment 3**, incorporated herein by reference.
20. Shall attach and maintain a **current** copy of the "Child Caring Facility License" issued by the State of Kentucky documenting the license capacity and type of program for **each** non-state operated or non-state contracted program for which the school district is requesting funding or otherwise have filed for a renewal sufficiently in advance of the expiration of any license and **provide documentation** of same and that the Program is in good standing. Such License, as may be amended, or as documentation that a renewal has been requested and the Program is in good standing, is attached as **Attachment 4** hereto and incorporated herein by reference.
21. Shall submit the SEEK Calculation Worksheet as **Attachment 5**. Such SEEK Calculation Worksheet, as may be amended, is attached as **Attachment 5** hereto and incorporated herein by reference.
22. Shall submit and maintain a current copy of the interagency agreement between the SECOND PARTY and the Program or documentation explaining why such interagency agreement is not required. Such interagency agreement, as may be amended, is attached as **Attachment 6** hereto and incorporated herein by reference.
23. Shall attach a copy of the Program Improvement Plan (PIP) developed by using CATS data, KECSAC Program Reviews and any other surveys or data collected by individual programs. The implementation and assessment of the PIP is solely the responsibility of SECOND PARTY. Such Program Improvement Plan, as may be amended, is attached as **Attachment 7** hereto and incorporated herein by reference.

SECOND PARTY

Hardin County School District

FIRST PARTY

Eastern Kentucky University

~~Richard Hughes~~ Nannette Johnston Date
Interim Superintendent

Dr. Gerald J. Pogatshnik Date
Associate Vice President for Research

Dr. Norman W. Powell Date
KECSAC Director