

## **MEMORANDUM OF AGREEMENT**

***Kentucky Educational Collaborative For State Agency Children***

***Eastern Kentucky University***

***Fiscal Year 2014***

***(July 1, 2013 - June 30, 2014)***

### **I. INTRODUCTION**

This agreement is made and entered into this 1st day of July, 2013, 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 **Jefferson 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 Justice Cabinet, 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 **Home of the Innocents** a 210 day instructional program that includes a traditional instructional school calendar that is approved by KDE as well as an extended 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, 2013, with an end date of June 30, 2014. 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 – Jefferson 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 **Jefferson 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 five years beyond the termination date of a program.
5. The SECOND PARTY shall sign and return the Memorandum of Agreement, including all attachments, to the FIRST PARTY within ninety (90) days of issuance or no later than September 15. The FIRST PARTY may decrease funding by quarterly increments for noncompliance with the submission deadline. If the Memorandum of Agreement is submitted but is incomplete, the FIRST PARTY has the authority to hold reimbursement for expenses until a completed Memorandum of Agreement is submitted to the FIRST PARTY.
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 shall notify the FIRST PARTY in writing, no less than 30 days in advance, when a state agency program will be closed.
8. The SECOND PARTY agrees to return all purchased items to the FIRST PARTY within 30 days of the closing date of a program.
9. The SECOND PARTY shall submit a new application for funds should an existing KECSAC program move to the SECOND PARTY'S district and if the SECOND PARTY is seeking funding for any activities or items not specified herein.
10. 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

11. 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 payments 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, that itemizes all funds that the SAC program generates including KECSAC and SEEK funds. Any KECSAC funds not expended by June 30<sup>th</sup> of the current fiscal year will be deducted from the program's next fiscal year allocation amount.
3. The SECOND PARTY agrees that if a program closes during the year, the SECOND PARTY will be reimbursed up to 25% of the allocated amount if the program closed on or before September 30<sup>th</sup>, up to 50% if the program closed on or before December 31<sup>st</sup> and up to 75% if the program closed on or before April 30<sup>th</sup>.
4. If a program receives the full amount of allotted funds and that program closes without having spent all of the funds, the SECOND PARTY agrees to return any unspent funds.

## **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. CABINETS**

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 complete a formal or informal academic assessment of the educational needs of all SAC, and vocational needs of SAC aged fourteen (14) and up or in eighth grade and above, within the first 30 days after admission to an on-site program.
3. 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.
4. Shall designate a school administrator who will be the instructional leader of the state agency children educational program(s). School administrators shall attend two statewide meetings of the State Agency Children School Administrators Association (SACSAA) scheduled by the FIRST PARTY with the advice of the KECSAC Interagency Advisory Group and SACSAA. The SACSAA meetings are scheduled as follows:

**Fall Statewide Meeting:                      September 13, 2013**

**Spring Statewide Meeting:                      March 7, 2014**

5. Shall ensure school administrators attend additional meetings upon thirty (30) days written notification from the FIRST PARTY or the CABINETS.
6. Shall be responsible to ensure school administrators complete and timely submit information upon request from the CABINETS and/or the FIRST PARTY.
7. Shall ensure the school administrator, or a designee, participates in treatment planning conferences and team meetings for state agency children in programs they serve.
8. Shall comply with all policies of the CABINETS relative to the care and treatment of state agency children.
9. Shall, at on-site programs, provide a professional development plan for all certified staff working in state agency children programs. All educators new to a state agency children's program shall attend the "*New Educators Training*," which is scheduled for **August 28, 2013**. 505 KAR 1:080 recommends that three (3) non-instructional days per year be used for professional development designed for state agency children teachers.
10. 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. This ratio must be maintained during the regular and extended school calendar.
11. Shall provide the state required days of direct educational services for each state agency child. Students enrolled in a KECSAC program are also required to attend an extended school program for an annual total of 210 instructional days which is in compliance with 505 KAR 1:080. A minimum of four hours of direct instruction is required for each of the extended school days.
12. Shall 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.
13. Shall recognize state agency children status as an exigent circumstance for purposes of GED testing.
14. Shall administer to state agency children the same assessments administered to other public school youth and shall be included in the accountability as specified in 703 KAR 5:040.

15. 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.
16. 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's 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.
17. Shall ensure that the educational records of state agency children be forwarded to the receiving schools within five (5) school days following the release of the youth from the program.
18. Shall prepare an Educational Passport as required by KRS 158.137 and 605.110(3)(e).
19. 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.
20. Shall 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 SECOND PARTY is requesting funding or otherwise have filed for a renewal sufficiently in advance of the expiration of any license.
21. Shall submit to the FIRST PARTY, a total educational budget in project budget report MUNIS format for **each** program providing education to state agency children as **Attachment 1** and a comprehensive annual budget as **Attachment 2**, attached hereto and incorporated herein by reference.
22. Shall provide to all state agency children an extended school calendar of two hundred and thirty (230) days with two hundred and ten (210) instructional days in accordance to 505 KAR 1:080. An Educational Calendar Worksheet outlining the two hundred and thirty (230) days shall be submitted as **Attachment 3**, incorporated herein by reference, with the annual Memorandum of Agreement. If changes are made to the calendar during the year, an updated calendar shall be submitted to KECSAC. In addition, shall attach a copy of its plan to make up days missed due to adverse weather or other district planned activities as **Attachment 4**, incorporated herein by reference.
23. 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.
24. 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. If the program is a Mental Health Day Treatment facility, a current copy of the Interagency Agreement between the program and the approved service provider is required, including a copy of the current service provider's contract. Such Interagency Agreement, as may be amended, is attached as **Attachment 6**, hereto and incorporated herein by reference.
25. Shall attach a copy of the Program Improvement Plan (PIP) developed using state assessment 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 the SECOND PARTY. Such Program Improvement Plan, as may be amended, is attached as **Attachment 7**, hereto and incorporated herein by reference.
26. Shall attach a copy of the Implementation and Impact Check based upon the submitted 2012-2013 Program Improvement Plan for the program. Such Implementation and Impact Check, as may be amended, is attached as **Attachment 8**, hereto and incorporated herein by reference.

27. Shall attach a copy of the program's Student Transition Plan (STP) that outlines the transition procedures for state agency children. The implementation and assessment of the STP is solely the responsibility of the SECOND PARTY. The transition planning to a post school setting shall comply with the STP and service requirements of the Individuals with Disabilities Education Act (IDEA), enacted as 20 USC 1400 to 1491o, and 707 KARA 1:220 for students with educational disabilities. Such Student Transition Plan, as may be amended, is attached as **Attachment 9**, hereto and incorporated herein by reference.

**SECOND PARTY**

Jefferson County School District

**FIRST PARTY**

Eastern Kentucky University

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Dr. Donna Hargens                      Date  
Superintendent

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

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Dr. Ronnie Nolan                      Date  
KECSAC Director

**RESOLUTION BY KECSAC OF  
STATE AGENCY CHILDREN INTERAGENCY AGREEMENT  
between the  
JEFFERSON COUNTY BOARD OF EDUCATION and HOME OF THE INNOCENTS,  
INC.**

This Interagency Agreement ("Agreement") by and between the Jefferson County Board of Education doing business as the Jefferson County Public Schools ("JCPS") and HOME OF THE INNOCENTS, INC. ("HOME OF THE INNOCENTS") is entered into through a resolution by the Kentucky Educational Collaborative for State Agency Children ("KECSAC") on the date indicated on the signature page and is effective from this date thru June 30, 2014.

The resolution of this agreement is being coordinated by KECSAC as outlined in 505 KAR 1:080 which grants regulatory authority to KECSAC to resolve any conflict that arises between the local agencies regarding the development or fulfillment of the interagency agreement. Both parties involved in the development of the agreement have requested KECSAC to resolve the issue and implement an agreement for the current fiscal year. This agreement is binding as set forth in the KECSAC governing regulations.

**RECITALS**

The Kentucky General Assembly has enacted legislation that defines State Agency Children ("SAC"), establishes the Kentucky Educational Collaborative for State Agency Children ("KECSAC"), and defines the role of school districts in the provision of educational services to SAC. See KRS 158.135 and 605.110 (the "Legislation").

The Department of Juvenile Justice in the Kentucky Justice and Public Safety Cabinet has promulgated regulations pursuant to the Legislation that establishes requirements governing KECSAC. See 505 KAR 1:080 (the "Regulations").

Pursuant to the Legislation, HOME OF THE INNOCENTS and the Department for Community Based Services in the Kentucky Cabinet for Health and Family Services have entered into a Private Child Care Agreement (the "PCCA") under which the HOME OF THE INNOCENTS has contracted with the Commonwealth of Kentucky to provide residential services to SAC at the HOME OF THE INNOCENTS facilities in Jefferson County for the period from July 1, 2012 to June 30, 2014. These residential services are outlined in the PCCA and include, among other requirements, providing adequate food, shelter, clothing, incidental expenses, affection, training, recreation, education, services that are consistent with their ethnic and cultural

background, and opportunities for religious, spiritual, or ethical development in the faith of the child's choice, if any.

Pursuant to the Regulations, KECSAC and JCPS have entered into a Memorandum of Agreement dated as of July 1, 2013 (the "KECSAC MOA") which forms the basis for the operation and distribution of SAC funds for the delivery of educational services by JCPS to SAC residing in Jefferson County during the state Fiscal Year 2014 (July 1, 2013-June 30, 2014).

The Regulations and the KECSAC MOA provide that JCPS shall develop an interagency agreement, including program goals and objectives, between JCPS and each provider of residential services to SAC in Jefferson County regarding their mutual responsibility for education and care of SAC.

This Agreement is intended by JCPS and the HOME OF THE INNOCENTS to form the basis for a cooperative relationship between the HOME OF THE INNOCENTS as providers of residential services to SAC in Jefferson County and JCPS as the agency responsible for the provision of educational services to the SAC residing within Jefferson County at the HOME OF THE INNOCENTS facility.

It is the mutual goal and intention of HOME OF THE INNOCENTS and JCPS to maintain the needs of each child or youth residing at the HOME OF THE INNOCENTS facility as the priority in fulfilling this Agreement. This Agreement is intended to foster the provision of coordinated and high quality educational and residential services to the SAC residing at HOME OF THE INNOCENTS. It is not meant as a way to inhibit either JCPS or HOME OF THE INNOCENTS in meeting their respective goals, but rather to foster a collaborative approach to services on the part of both JCPS and HOME OF THE INNOCENTS. The content of this Agreement is intended to be mutually beneficial to both parties while meeting the educational needs of SAC.

Pursuant to Regulations, if a conflict arises between the local agencies (in this case HOME OF THE INNOCENTS and JCPS) regarding the development or fulfillment of the interagency agreement by either party, it shall be RESOLVED by KECSAC. In a letter dated December 17, 2013, JCPS notified KECSAC that they have "concluded that the differences between JCPS and the providers are not likely to be resolved by the parties without the assistance of KECSAC." Furthermore, in a letter dated January 3, 2014, Mr. Kent Wicker, Esq. acting on behalf of the Private Child Care Agencies in Jefferson County, contacted KECSAC and noted, "We have been unable to make appreciable progress in recent months in forming an agreement which meets the obligations JCPS owes to our children under federal and state law." As a result of these notices, KECSAC is obligated and authorized by 505 KAR 1:080 to resolve the issue and implement an Interagency Agreement that is mutually beneficial while meeting the educational needs of SAC in Jefferson County.



Pursuant to Regulations, if a dispute arises between KECSAC and a local school district that cannot be resolved by the parties, the dispute shall be submitted, for resolution, to the interagency advisory group by written request of either party. The request shall identify in detail the issue in dispute. The interagency advisory group shall schedule a meeting with the parties, during which each party shall explain its position. The interagency advisory group shall render a written report and recommendation to the commissioner of the department responsible for the program in dispute within fifteen (15) days of the meeting. The commissioner shall render a written decision resolving the dispute within fifteen (15) days of receiving the recommendation from the interagency advisory group.

## AGREEMENTS

1. **Duties of JCPS.** JCPS agrees to provide the following services and take the following actions:
  - A. Provide educational services with staffing determined appropriate by JCPS at HOME OF THE INNOCENTS's facility for all school-aged residents of HOME OF THE INNOCENTS's facility who are not enrolled in a regular Jefferson County school, consistent with the students' educational needs, the Individual Educational Plan (IEP) of any student, and federal and state law. JCPS, acting as the educational agency, shall review the staffing levels of the educational program and provide appropriate staff to meet the educational needs of SAC. The staffing assessment should be consistent with assessments used to determine appropriate staffing levels at other JCPS facilities. This may include teaching staff, teacher's aides, school resource officers, behavioral specialists, other JCPS employees or JCPS contracted employees necessary to meet the educational needs of the SAC at HOME OF THE INNOCENTS while providing a safe educational environment.
  - B. Provide professional development training for JCPS staff in a consistent manner as other JCPS employees and collaborate with HOME OF THE INNOCENTS staff to coordinate professional development programs where both parties may benefit from participating together. This may include collaborative behavior management training, professional learning communities, or other models as part of the professional growth plan of JCPS staff.
  - C. Provide a curriculum that is aligned with the Kentucky Core Academic Standards established in 704 KAR 3:303, and the student learning goals in the ILP, as established in 704 KAR 19:002.

- D. Provide that SAC residing at HOME OF THE INNOCENTS shall be eligible to access extracurricular activities as allowed by local district and/or school council policies and by 702 KAR 7:065 or other applicable organization rules, as established in 704 KAR 19:002.
- E. Monitor, in conjunction with HOME OF THE INNOCENTS staff, the cafeteria in HOME OF THE INNOCENTS's facility.
- F. Provide staff to assist HOME OF THE INNOCENTS's staff in student recreational breaks at HOME OF THE INNOCENTS's facility during the school day.
- G. Collaborate with HOME OF THE INNOCENTS to determine future location of educational services for SAC residing at HOME OF THE INNOCENTS. The mutually beneficial relationship of providing educational services onsite at HOME OF THE INNOCENTS should be reviewed annually to determine the appropriate location for educational services. The best interest of the SAC and the partnering agencies should be a driving force for this ongoing collaborate partnership.
- H. Notify HOME OF THE INNOCENTS of JCPS staff development activities relative to the educational services provided by JCPS under this Agreement and offer the opportunity for attendance by HOME OF THE INNOCENTS staff.
- I. Attend HOME OF THE INNOCENTS meetings, during the regularly scheduled school day, relative to the educational services provided by JCPS under this Agreement and provide a JCPS staff person and/or a written summary of educational services for each treatment team meeting.
- J. Notify HOME OF THE INNOCENTS staff of JCPS meetings scheduled relative to the design or review of JCPS educational services for individual students under this Agreement.
- K. Collaborate with HOME OF THE INNOCENTS in the design, implementation and/or revision of behavioral interventions in the educational program setting and facilitate the consistent application of such interventions at HOME OF THE INNOCENTS's facility if such interventions are appropriate for use in HOME OF THE INNOCENTS's facility.

- L. Collaborate with HOME OF THE INNOCENTS to mutually develop, agree and implement a plan for addressing students in crisis behaviors that may occur in the school setting at HOME OF THE INNOCENTS facility; this shall include the supervision of residents/students by both HOME OF THE INNOCENTS and JCPS.
- M. Develop and maintain an ongoing system of communication with HOME OF THE INNOCENTS on a schedule that is appropriate to the educational needs of each resident of HOME OF THE INNOCENTS's facility.
- N. Notify HOME OF THE INNOCENTS of any incident involving a resident of HOME OF THE INNOCENTS' S facility occurring in the educational program setting of a disciplinary nature or otherwise likely to affect the resident's behavior upon returning to the residential setting in HOME OF THE INNOCENTS's facility.
- O. Assure that any resident of HOME OF THE INNOCENTS's facility suspected of having an educational disability will be referred, evaluated, and if appropriate, provided special education services in accordance with state and federal requirements, JCPS procedures and an IEP. All evaluations will be completed as soon as practicable after a SAC is admitted to HOME OF THE INNOCENTS's facility and shall be consistently managed with other JCPS educational disability referrals (i.e. if evaluated, SAC will be referred, evaluated, and if appropriate, provided special education services in a timely manner when compared to non-SAC students in JCPS).
- P. Notify HOME OF THE INNOCENTS of any suspected medical, mental health, or hygiene condition a resident of HOME OF THE INNOCENTS's facility manifests to JCPS staff.
- Q. Develop a process, in collaboration with HOME OF THE INNOCENTS, and initiated through the JCPS site administrator, to address the placement planning for HOME OF THE INNOCENTS students to attend regular JCPS schools. The Exceptional Child Education ("ECE") policies and procedures of JCPS will be followed for all special education students. JCPS will invite appropriate HOME OF THE INNOCENTS staff to attend student placement meetings. School placement decisions will be made by the appropriate special education committee for special education students or JCPS staff for students who are not special education students.

- R. Should a student at HOME OF THE INNOCENTS, upon recommendation of JCPS staff, be transitioned to a non-SAC educational program, JCPS will coordinate with HOME OF THE INNOCENTS to determine appropriate transportation services.
  - S. Provide JCPS staff with the appropriate and applicable Behavioral Management and Safe Crisis Management requirements of the Kentucky Department of Education, 704 KAR 7:160.
  - T. Provide instructional goals and objectives for the education of SAC as required by the KECSAC Memorandum of Agreement.
  - U. Agree to one or more methods of resolution by the parties of disputes or issues not covered by this Agreement, either formal or informal, e.g., meetings, telephone conferences, letters, mediation, and/or email communication.
2. **Duties of HOME OF THE INNOCENTS.** HOME OF THE INNOCENTS agrees to provide the following services and take the following actions:
- A. Provide residential treatment services as set forth in the PCCA between HOME OF THE INNOCENTS and the Cabinet for Health and Family Services.
  - B. Provide appropriate educational facilities on campus which are suitable for educational endeavors and conducive to providing a safe learning environment.
  - C. Provide crisis stabilization during the school day when required to ensure the safety and security of residents of HOME OF THE INNOCENTS.
  - D. Administer medications pursuant to the PCAA for children in the care of HOME OF THE INNOCENTS to ensure a safe and secure educational setting for residents of HOME OF THE INNOCENTS. PCCA 1 (dd) (iii), notes that HOME OF THE INNOCENTS will "give children all medications that have been prescribed by a physician in the amounts and at the times directed by the physician. Ensure that adequate supplies of medications and/or prescriptions go with children upon discharge. The Agency shall have written policies and procedures regarding proper medication administration, storage, and disposal. Medication administration and disposal shall be documented in each child's medical file."

- E. Provide breakfast and lunch for all students at HOME OF THE INNOCENTS through the federal USDA National School Lunch Residential Child Care Institution program, of which HOME OF THE INNOCENTS is already a participating member receiving reimbursement for breakfast, lunch and snacks. HOME OF THE INNOCENTS will continue participating in the program, as long as federal guidelines allow. JCPS, according to the Kentucky Department of Education state school lunch coordinating office, is not presently permitted to seek reimbursement for nutritional services provided at non-JCPS owned facilities.
- F. Collaborate with JCPS to determine future location of educational services for SAC residing at HOME OF THE INNOCENTS. The mutually beneficial relationship of providing educational services onsite at HOME OF THE INNOCENTS should be reviewed annually to determine the appropriate location for educational services. The best interest of the SAC and the partnering agencies should be a driving force for this ongoing collaborate partnership.
- G. Collaborate with JCPS in the design, implementation and/or revision of behavioral interventions in the educational program setting and facilitate the consistent application of such interventions at HOME OF THE INNOCENTS's facility if such interventions are appropriate for use in HOME OF THE INNOCENTS's facility.
- H. Collaborate with JCPS to mutually develop, agree and implement a plan for addressing students in crisis behaviors that may occur in the school setting at HOME OF THE INNOCENTS facility; this shall include the supervision of residents/students by both HOME OF THE INNOCENTS and JCPS.
- I. Notify JCPS of any incident involving a resident of HOME OF THE INNOCENTS facility occurring in the residential program setting of a disciplinary nature or otherwise likely to affect the resident's behavior upon returning to the educational setting in HOME OF THE INNOCENTS's facility. In order to protect the confidentiality rights of residents, the specifics of the incident might not be communicated.
- J. Notify JCPS of any recommendation for a HOME OF THE INNOCENTS resident to be placed in a traditional, non-SAC public school.

- K. Provide JCPS all pertinent student records and information permitted and available prior to requesting the admittance of the student into the educational program. The educational program staff will be informed of disciplinary actions taken by other school systems as made known to HOME OF THE INNOCENTS staff prior to placement, or any other prior activity of the student as made known to HOME OF THE INNOCENTS staff which could affect the safety of other JCPS students or JCPS staff. This information will be used by JCPS to arrange for needed services and not to serve as the basis of denial of educational services.
- L. Notify JCPS of regularly scheduled or specially scheduled meetings for case review and offer sufficient notice and opportunity for school staff participation (either in person or in the form of a written report) in relation to educational issues, placement planning conferences and aftercare planning.
- M. Assure JCPS that ongoing communication will be maintained between HOME OF THE INNOCENTS staff and JCPS staff assigned to HOME OF THE INNOCENTS's facility on a schedule that is mutually determined based on the needs of each student/resident.
- N. Notify JCPS of all staff development sessions, including HOME OF THE INNOCENTS trainings, scheduled for HOME OF THE INNOCENTS staff pertaining to services for school-aged children or youth and offer the opportunity for JCPS staff to participate.
- O. Inform JCPS staff of and request input into any group or individual behavior interventions or management systems and collaborate in residential implementation of similar methods utilized by JCPS in JCPS schools. All treatment teams will include a member of the JCPS staff.
- P. Collaborate with JCPS to mutually develop and implement a method for dealing with crisis behaviors that may occur in the educational setting.
- Q. Staff and supervise the Time Out room to deescalate student behaviors and return students to the classroom.
- R. Monitor, in conjunction with JCPS staff, the cafeteria in HOME OF THE INNOCENTS's facility.

- S. Fund the cost of traditional student supplies commonly paid for by parents, including pencils, pens and paper, as well as other items specifically covered by reimbursement through the Cabinet for Health and Family Services.
- T. Assure that each student's health and hygiene will be maintained and notify JCPS of any student's condition which may affect student behavior or performance. Should a student be comparably ill compared to students in non-SAC educational settings whereas that student would be removed from the classroom, HOME OF THE INNOCENTS will promptly remove sick children from the educational setting.
- U. Agree to one or more methods of resolution by the parties of disputes or issues not covered by this Agreement, either formal or informal, e.g., meetings, telephone conferences, letters, mediation, and/or email communication.
- V. Agree to notify and advise all residents/students of HOME OF THE INNOCENTS's facility that students will follow the JCPS *Code of Acceptable Behavior and Discipline* during the school day.

**3. Other Duties and Responsibilities of JCPS and HOME OF THE INNOCENTS.**

- A. Other Legal and Contractual Obligations. Each party will comply with its obligations under applicable federal and state statutes and regulations and applicable contracts, including without limitation the Legislation, the Regulations, the KECSAC MOA and the PCCA.
- B. Term of this Agreement. This Agreement shall be effective the date of signature by Dr. Ronnie Nolan, Director of KECSAC and shall remain in effect until June 30, 2014. Pursuant to Regulations, this Agreement shall be reviewed annually by JCPS and HOME OF THE INNOCENTS for any needed amendments.
- C. Parties in Interest; Assignment. All provisions of this Agreement will bind and inure to the benefit of JCPS and HOME OF THE INNOCENTS and their respective agents, assigns, successors and personal representatives, whether so expressed or not. Neither party may, however, sell, assign, transfer or otherwise convey any of its rights or delegate any of its duties under this Agreement to any other person or entity, without the prior written consent of the other party, except to an entity which has succeeded to substantially all of its business and assets and

has assumed in writing its obligations under this Agreement, or the entity surviving a consolidation or merger to which it is a party. Any attempted sale, assignment, transfer, conveyance or delegation of duties in violation of this paragraph will be void.

- D. Status of Parties. The Agreement will not be construed to constitute either party as an agent, partner or joint venture of the other party; to authorize or empower either party to assume or create any obligation or responsibility, express or implied, on behalf of the other party; or to authorize or empower either party to bind in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of the other party.
- E. Entire Agreement; Amendment; Waiver. This Agreement contains and sets forth the entire understanding and agreement between the parties hereto, as it related to the subject matter of this Agreement. This Agreement supersedes all existing agreements between them concerning that subject matter, and may be modified or amended only by a written instrument signed by each party. Either party to this Agreement may in writing [i] extend the time for the performance of any obligations of any other party; [ii] waive performance of any obligations by any other party; and [iii] waive the fulfillment of any condition that is precedent to the performance by the party of any of its obligations under this Agreement. No such waiver will be deemed to be continuing or to apply to any other instance or to constitute the waiver of any other term or condition of this Agreement in that or any other instance. The failure of a party to insist upon strict compliance with any provision of this Agreement on one or more occasions will not be considered a waiver and will not prevent that party from insisting upon strict compliance with that provision or any other provision of this Agreement.
- F. Third Party Rights. This Agreement does not create, and will not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- G. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Kentucky, without giving effect to its conflict of laws rules.
- H. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement will not affect the validity, legality or enforceability of the remaining



provisions. If any provision of this Agreement is inapplicable to any person or circumstance, it will nevertheless remain applicable to all other persons and circumstances.

- I. Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will pay all costs, fees and expenses that the party may incur in connection with the negotiation, execution, delivery and performance of this Agreement.
- J. Notwithstanding anything to the contrary in this Agreement, any SAC who resides in HOME OF THE INNOCENTS's residential facility but attends classes in any JCPS school building will be subject to and will abide by all JCPS policies and procedures applicable to all other students who attend classes in such building.
- K. Pursuant to Regulations, if a conflict arises between the local agencies regarding the development or fulfillment of the interagency agreement by either party, it shall be RESOLVED by KECSAC. In a letter dated December 17, 2013, JCPS notified KECSAC that they have "concluded that the differences between JCPS and the providers are not likely to be resolved by the parties without the assistance of KECSAC." Furthermore, in a letter dated January 3, 2014, Mr. Kent Wicker, Esq. acting on behalf of the Private Child Care Agencies in Jefferson County, contacted KECSAC and noted, "We have been unable to make appreciable progress in recent months in forming an agreement which meets the obligations JCPS owes to our children under federal and state law." As a result of these notices from both parties, KECSAC is obligated and authorized by 505 KAR 1:080 to resolve the issue. As a result of both parties failure to develop a valid, legal and enforceable interagency agreement, they have forfeited their rights and responsibilities for development of the interagency agreement voluntarily to KECSAC for resolution. This Agreement is the result of that resolution and is legal and enforceable.

#### 4. Signatures

- A. Each individual signing this Agreement represents that he or she has the authority to act on behalf of his or her agency. Referral to KECSAC for resolution hereby negates the approval of the governing body of his or her agency. Further, should either party fail to sign this Agreement, it does not invalidate, make illegal or make unenforceable the Agreement.

- B. Commitment to the provisions in this Agreement signifies each agency's efforts toward a professional collaboration for the provision of quality residential and educational services to each school age child for which both JCPS and HOME OF THE INNOCENTS have a shared responsibility.
- C. Signatures below indicate representatives from both JCPS and HOME OF THE INNOCENTS have received a copy of the resolution by KECSAC of the Interagency Agreement between said agencies.

Rosemary Miller      2-20-2014  
Jefferson County Public Schools      Date  
Official Acknowledging Receipt of Resolution

~~\*Representatives declined to sign for receipt. The Resolution was delivered on 2-20-14 to Gordon Brown and Denise Vaughn @ 3:50pm (28)~~  
HOME OF THE INNOCENTS      Date  
Official Acknowledging Receipt of Resolution

Ronnie Nolan  
Ronnie Nolan, Director      Date  
Kentucky Educational Collaborative for State Agency Children