

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

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, 2014 to June 30, 2015. 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, 2014 (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 2015 (July 1, 2014-June 30, 2015).

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.

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. JCPS staff will escort students to and from the cafeteria at lunch time.
- 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. 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.
- S. Provide instructional goals and objectives for the education of SAC as required by the KECSAC Memorandum of Agreement.
- T. 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 the cafeteria in HOME OF THE INNOCENTS's facility.
- S. 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.
- T. 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.
- U. 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, 2015. Pursuant to Regulations, this Agreement shall be reviewed annually by JCPS and HOME OF THE INNOCENTS for any needed amendments.~~  4/16/15

- 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-


4/14/15

~~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.~~

B. 4/14/15

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.

Michele G. Eckels *3/24/15*
Michele G. Eckels, Principal Date
JCPS/State Agency Children's Programs

Gordon Brown *3/24/15*
Gordon Brown, CEO Date
HOME OF THE INNOCENTS

Donna M. Hargens, Ed.D Date
Superintendent, Jefferson County Public Schools