

LOUISVILLE METRO YOUTH DETENTION SERVICES
LOUISVILLE METRO YOUTH DETENTION CENTER
AGREEMENT FOR INSTRUCTIONAL SERVICES

THIS AGREEMENT between the Louisville Metro Government acting through the Louisville Metro Youth Detention Services (hereinafter referred to as "LMYDS") with its principal place of business at 720 West Jefferson Street, Louisville, KY 40202 and the Jefferson County Board of Education (hereinafter referred to as "Board") with its principal place of business at 3332 Newburg Road, Louisville, KY 40218.

WHEREAS, LMYDS operates a juvenile detention facility, Louisville Metro Youth Detention Center (hereinafter referred to as "LMYDC") and needs to provide juveniles in its custody with educational services in accordance with the recommendation of the American Correction Association standards for juvenile detention facilities and state regulations governing the operation of juvenile detention facilities; and

WHEREAS, the Kentucky Department of Education has designated the Board as the Local Education Agency (LEA) and Fiscal Agent for the Title I, Part D funds and the ADA funds designated for LMYDC; and

WHEREAS, one of the Board's school, Jefferson County High School (JCHS) is able and wishes to provide educational services to those juveniles in LMYDS' custody at LMYDC;

NOW, THEREFORE, the parties mutually agree as follows:

1.0 DEFINITIONS

- 1.1 "JCHS Principal" means the Jefferson County High School administrator who has direct responsibility for providing qualified educational staff, monitoring their performance and insuring that the description of the approved educational program is current with the Kentucky Department of Education.
- 1.2 "LMYDC Administrator" means the administrator who has direct responsibility for housing, and providing services to juveniles in custody at the LMYDC in secure detention and consults with JCHS Principal concerning the education program and type of educational staff assigned to LMYDC.
- 1.3 "Resident means a juvenile in custody and detained at the LMYDC within secure detention.
- 1.4 "Staff" means any and all employees employed by Louisville Metro Government assigned to work at LMDYC.
- 1.5 "Educational Staff" means teachers and instructional assistants employed by the Board that provide academic instruction and/or instructional assistance in accordance with Board policies and procedures. All teachers shall be properly certified and have a current teaching certificate on file at LMYDC per State license requirement.
- 1.6 "Title I staff" means the Board's staff who have fiscal and programmatic responsibility for the Title I, Part D funds.

2.0 SCOPE OF THE JCHS EDUCATION PROGRAM AT LMYDC

- 2.1 The Board, through the JCHS Principal shall provide the required academic program for residents year round. The curriculum shall offer courses/credits that are transferable to the resident's home school. Residents completing the JCHS required number of courses will be awarded a high school diploma from JCHS.

The Board, through the JCHS Principal will be responsible for program planning and collecting performance data (using a computerized database). This information will be included in the yearly required reports.

The JCHS Principal, Title I Staff, and LMYDC Administrator will meet at least quarterly, with the JCHS Principal taking the lead, to evaluate progress and plan improvement for the following school year. The JCHS Principal will review data quarterly to assess progress within established annual goals.

- A. The Board shall provide teachers that are currently certified by the Educational Professional Standards Board (EPSB) and ensure they complete appropriate continuing education requirements. At least one teacher must have Special Education certification. The JCHS Principal will evaluate all educational staff assigned to LMYDC.
- B. JCHS Principal shall comply with the Education Program requirements for juvenile detention facilities, per guidelines established by the Department of Juvenile Justice as follows:
 - a. A daily academic schedule shall be maintained and substantially followed which shall include the provision of a minimum of six (6) hours of educational instruction time (exclusive of lunch and breaks) five (5) days per week.
 - b. An integrated core curriculum shall be developed and practiced to include math, science, social studies, language arts, and vocational education (career planning), which outlines the goals and objectives of the academic program. The curriculum shall be an open entry/exit program. A variety of technological tools, both hardware and software, will be available to provide alternate methods of accessing information as well as enhancing the learning experience.
 - c. For residents identified before incarceration as having an educational disability, the resident shall have specially designed instruction and related services as required by federal and state legislation.
 - d. If a resident is incarcerated for more than fourteen (14) days, the resident shall be appropriately pre-tested within three (3) days of entering the facility. Pre-testing shall include but not be limited to academic functioning levels and acquisition of educational records. Pre-testing will allow the Board to assess educational progress.

- e. Lesson plans shall be developed and implemented. Copies shall be maintained for a minimum of eighteen (18) months for auditing purposes.
 - f. An instructional calendar shall be developed and submitted to the Kentucky Department of Education and the LMYDC's Administrator. The instructional calendar shall include: instructional days, in-service days, holidays, vacation days, and non-instructional days. During the regular school year, the calendar shall comply with the Board's school calendar and during the extended summer months the calendar shall comply with LMYDC's school calendar. A minimum of 210 instructional days shall be provided during the calendar year.
 - g. A copy of the resident's IEP, if applicable, shall be substantially followed and maintained in each subject area in which a resident receives educational services pertaining to the IEP.
- C. All educational staff shall participate in professional development training of LMYDC's policies and procedures prior to classroom assignment within secure detention.
- D. Parent-teacher conferences shall be scheduled throughout the year and information will be posted or sent to parents. Parent meeting will be available as needed.
- 2.2 The Board shall be responsible for providing insurance coverage for their teachers assigned to work at LMYDC.
- 2.3 The Board shall provide textbooks and materials that are necessary to operate the academic program.
- 2.4 Educational staff shall cooperate with all of LMYDC's Regulatory Agency Reviews of Compliance with standards and regulations.
- 2.5 The Board, through JCHS, will provide transition instruction regarding education to all students leaving LMYDC. LMYDC will have students sign the transition instruction form and forward a copy to the JCHS Principal (who will keep them on file). Transition booklets and pamphlets will be made available to students and parents. The JCHS Principal will provide a copy of the transition plans to the Title I staff.
- 2.6 Educational staff shall be responsible for transferring any and all course credits earned by a resident to the resident's home school upon their release from LMDYC.
- 2.7 The Board, through JCHS will provide parking spaces for educational staff assigned to LMYDC.
- 2.8 Title I staff are responsible for consulting with the JCHS Principal and LMYDC Administrator to determine which Supplemental Educational programming is offered according to the available Title I Part D budget.

3.0 LMYDS RESPONSIBILITIES

- 3.1 LMYDS will make available desks and chairs for teachers and residents

- 3.2 LMYDS will make available paper, pencils, and folder for resident use.
- 3.3 LMYDS will assign staff to monitor classrooms by placing staff in the education hallway during class hours, and one staff will be assigned inside of each classroom that has more than eight (8) residents. Staff inside of the classrooms will function as a monitoring assistant and a youth worker.
- 3.4 LMYDS, through its LMYDC staff shall complete a school enrollment card on each resident that attends the school program.
- 3.5 LMYDS shall train educational staff on secure detention policies and procedures.
- 3.6 LMYDS shall complete the Annual Child Count report required by the Kentucky Department of Education.
- 3.7 LMYDC is designed as a short term facility. If a resident is there long term, then LMYDS shall work with local businesses to develop mentoring and training programs for these residents.

4.0 FUNDING

- 4.1 The Board, through JCPS' Principal shall be responsible for coordinating the process of reimbursement money from the Commonwealth of Kentucky for daily attendance (ADA) of each resident enrolled in LMYDC's school program during the regular school year. The JCHS Principal will collaborate with the LMYDC Administrator to submit an Application Plan and Annual Budget for state approval as required by state and federal guidelines.
- 4.2 The Title I staff is responsible for conducting a needs assessment in conjunction with LMYDC and JCHS for the annual application/plan and budget submitted to the Kentucky Department of Education Title I Part D coordinator.
- 4.3 The Board's Title I staff shall monitor the Title I Part D expenditures to ensure all expenses comply with all local, state, and federal guidelines. Required financial reports shall be submitted to the appropriate agency in a timely manner. In addition, the LMYDC Administrator shall receive a Project Budget Report (from the Board's MUNIS system) by the 10th of every month summarizing the use of the Title I Part D funds.
- 4.4 In the event this Agreement is terminated by either party, LMDYC shall provide payment for documented services provided up to and including the effective date of termination for services not covered by the ADA funds, Title I Part D funds, or funds provided for the Summer School Extended Year Program.
- 4.5 In the event that the Louisville Metro Government fails to appropriate funds for the payment of their obligations under this Agreement, the Louisville Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The LMYDC shall deliver notice to the Board of any such non-appropriation not later than 30 days after they have knowledge that the appropriation has not been made.
- 4.6 Summer School Extended Year Program
 - The LMYDS shall make payment to the Board for teachers' salary and operational costs for the extended year round school program (June, July, and August) that is not covered by ADA money.

This payment shall not exceed \$82,500 for the three (3) month period. The JCHS Principal shall submit one invoice to LMYDS on or about June 1st each year, which shall cover the total cost of the summer school program.

5.0 TERMS OF AGREEMENT

This Agreement shall be effective October 1, 2017 and shall be in force until September 30, 2018. It shall renew annually each year for a maximum period of five (5) years, unless either party gets written notice of non-renewal on or before April 1 of the next preceding renewal term. Further, either party may terminate this Agreement at any time, including during the original term hereof, by giving thirty (30) days written notice to the non-terminating party. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

6.0 NONDISCRIMINATION

Both parties do not discriminate on the basis of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability in its programs and activities.

Notice of the name, work address and telephone number of the Title IX Coordinator and the Section 504 Coordinator for the District shall be provided to employees, applicants for employment, students, parents/guardians, and other beneficiaries.

7.0 HOLD HARMLESS

To the extent permitted by state law, the Board agrees to hold harmless the Louisville Metro Government from and against all losses, claims, expenses, actions, causes of action, costs, damages, and obligations final or otherwise, arising from any and all negligent acts or omissions or willful misconduct of the Board in the performance of its obligations under this Agreement that result in injury to person, damage to property or loss of use of property, and not caused by the negligent act or omission or willful misconduct of the Louisville Metro Government. To the extent permitted by state law, the Louisville Metro Government agrees to hold harmless the Board from and against all losses, claims, expenses, actions, causes of action, costs, damages and obligations final or otherwise, arising from any and all negligent acts or omissions or willful misconduct of the Louisville Metro Government in the performance of its obligations under this Agreement that result in injury to persons, damage to property, or loss of use of

property, and not caused by the negligent act or omissions or willful misconduct of the Board.

8.0 CHANGES

The Board and LMYDS may at any time, by mutual agreement set forth in a written addendum, make changes in the language contained within this Agreement.

9.0 MISCELLANEOUS

- 9.1 All sections of this Agreement shall be construed as read, and no limitation shall be placed on any section by virtue of its description heading.
- 9.2 If any part of this Agreement is held to be void, against public policy, or illegal, the balance of this Agreement shall continue to be valid and binding.
- 9.3 This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- 9.4 At all times during the term of this Agreement, both parties shall comply with the Family Educational Rights and Privacy Act of 1974 (FERPA). If LMYDS is provided access to student education records, such access shall be limited to LMYDC staff for whom access is essential to perform the services in this Agreement. LMYDS shall require such staff to maintain the confidentiality of student education information protected by FERPA.
- 9.5 Any such notices or reports by one Party to the other Party under this Agreement shall be made in writing, to the address shown in the first paragraph of this Agreement, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of October 1, 2017.

JEFFERSON COUNTY BOARD OF EDUCATION:

By: _____

Dr. Marty Pollio, Acting Superintendent

Date

LOUISVILLE METRO YOUTH DETENTION SERVICES:

By:  _____

Dr. Ursula Mullins, Director

 _____

Date

Approved as to Form and Legality:

By: _____

Date