

MEMORANDUM OF AGREEMENT
KENTUCKY EDUCATIONAL COLLABORATIVE FOR STATE AGENCY CHILDREN
EASTERN KENTUCKY UNIVERSITY
Fiscal Year 2006
(July 1, 2005 - June 30, 2006)

I. INTRODUCTION

This agreement is made and entered into this _____ day of _____, 2005, 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 Cabinets of Justice and Health and Family Services and Kentucky Department of Education 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, Lincoln Village Regional Youth Detention Center, and Lincoln Village Youth Development Center** a 210-day instructional school program which is in compliance with the Statutes and Regulations governing the Kentucky Department of Education and Cabinets of Justice and Health and Family Services as they relate to State Agency Children in the Commonwealth of Kentucky.

III. PERIOD OF PERFORMANCE

This program is for a period of twelve months, beginning July 1, 2005, with an end date of June 30, 2006. The full project requires a multi-year effort and each subsequent year will be dealt with as an additional phase. Initiation and continuation of this agreement are contingent upon Eastern Kentucky University's receipt of funding from the Kentucky Department of Education and Cabinets of Justice and Health and Family Services.

IV. DUTIES OF THE FIRST PARTY - KECSAC

1. The FIRST PARTY will provide the services of the Director of KECSAC or other KECSAC personnel to facilitate the conduct of this project.
2. The FIRST PARTY will provide for all of the normal administrative requirements as established by the Kentucky Department of Education and Justice Cabinet.

V. DUTIES OF THE SECOND PARTY - SCHOOL DISTRICT

1. The SECOND PARTY will provide the services of a school administrator as the overall project director, or a substitute acceptable to both parties.
2. Time and effort sheets will be maintained by the school administrator for staff that provide services for this program. All wages and fringe benefits required will be provided within the terms of funding in this Agreement.
3. Personnel assigned to the project will be afforded all of the amenities of **Hardin County School District** faculty and/or staff. Project personnel will be employees of the SECOND PARTY with selection and dismissal 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 this project.

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 agrees to perform additional duties and services as noted in ATTACHMENT 1, attached hereto and incorporated herein by reference.

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 budget is attached as ATTACHMENT 2, incorporated herein by reference. Budget estimates for each subsequent year will be dealt with in a new Memorandum of Agreement.

2. 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 FIRST PARTY and Kentucky Department of Education will respond with appropriate payments on a timely basis.

3. The SECOND PARTY will provide documentation in MUNIS format that all KECSAC funds have been expended by June 30th of the current fiscal year. Any funds not expended will be deducted from the next fiscal year's allocation.

VII. EXTENSION

The parties hereby understand that this program may be extended 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 Kentucky Department of Education and Cabinets of Justice and Health and Family Services included in the attachments to this Memorandum of Agreement.

IX. ENDORSEMENTS

Both parties have caused their names to be signed by the duly authorized officers.

SECOND PARTY

Hardin County School District

Richard Hughes
School Superintendent

FIRST PARTY

Eastern Kentucky University

Associate Vice President for University Programs Date

Dr. Norman W. Powell Date
KECSAC Director

Reviewed and Approved as to Form and Legality

University Counsel Date