

Kentucky Educational Collaborative For State Agency Children (KECSAC)
Eastern Kentucky University
Memorandum of Agreement
Overview

Legislation enacted by the Kentucky General Assembly in 1992 (SB260) and 1994 (HB826) established KECSAC and defined “state agency children” (SAC) and the role of school districts in the provision of services to these youth (KRS 158.135). Subsequent regulations provide the foundation for the Memorandum of Agreement (MOA) between KECSAC (administered by the Eastern Kentucky University, College of Education) and the school district providing educational services to state agency children.

Working in cooperation with the Kentucky Departments of Education (KDE); Juvenile Justice (DJJ); Behavioral Health, Developmental and Intellectual Disabilities (BHDID); Community Based Services (DCBS); and Local Education Agencies, KECSAC annually requires that each school district submit the following items as attachments for each program to this MOA:

- **ATTACHMENT 1** - A total budget for the education of state agency children in the treatment programs in project budget report MUNIS format.
- **ATTACHMENT 2** - A comprehensive annual budget for the state agency children educational program.
- **ATTACHMENT 3** - A completed Program Educational Calendar Worksheet.
- **ATTACHMENT 4** - A plan for making up any of the 210 instructional days due to inclement weather or other district planned events.
- **ATTACHMENT 5** - A completed SEEK Calculation Worksheet.
- **ATTACHMENT 6** - A current 2019-2020 Interagency Agreement between the school district and treatment program (not required for Department of Juvenile Justice programs).
- **ATTACHMENT 7** - A 2019-2020 Program Improvement Plan (PIP).
- **ATTACHMENT 8** - Implementation and Impact Check, based upon 2018-2019 Program Improvement Plan.
- **ATTACHMENT 9** - A Student Transition Plan (STP).

The MOA and attachments form the basis for the operation and distribution of State Agency Children’s Funds (SACF) for the delivery of education services to SAC.

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| <ol style="list-style-type: none">1. a. Those children of school age committed to or in custody of the Cabinet for Health and Family Services and placed, or financed by the cabinet, in a Cabinet for Health and Family Services operated or contracted institution, treatment center, facility, including those for therapeutic foster care and excluding those for nontherapeutic foster care; orb. Those children placed or financed by the Cabinet for Health and Family Services in a private facility pursuant to child care agreements including those for therapeutic foster care and excluding those for nontherapeutic foster care;2. Those children of school age in home and community-based services provided as an alternative to intermediate care facility services for the mentally retarded; and3. Those children committed to or in custody of the Department of Juvenile Justice and placed in a department operated or contracted facility or program; and4. Those children referred by a family accountability, intervention, and response team as described in KRS 605.035 and admitted to a Department of Juvenile Justice operated or contracted day treatment program. |
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The passage of SB260 in 1992 envisioned KECSAC as serving youth in state operated or contracted residential and day treatment programs. With the passage of HB826 in 1994, a diverse array of treatment programs were brought under the SAC definition. With the passage of HB117 in 1996, KECSAC services were extended to youth under the care of the Department of Juvenile Justice. For the purposes of this MOA and the operation of SAC education programs, the following definition of on-site education programs is provided:

Definition of On-Site Education Programs

An on-site state agency children education program exists when more than fifty percent (50%) of the eligible state agency children in the program are provided with educational services at the treatment program by a local school district on December 1st.

The educational programs that serve SAC must meet the special needs of students who, upon exiting a public or private treatment program in the Commonwealth, will return to a public school setting as well as those who will enter the work force or some other alternative program.

The original signed copy of the KECSAC MOA and attachments should be returned to the KECSAC office at Eastern Kentucky University, prior to September 16, 2019. KECSAC and University officials will affix final signatures to the documents and return a final signed MOA to the School District. The school district will not receive reimbursement until all required information is submitted to complete the MOA. A confirmation of receipt of the MOA will be sent to the school district by KECSAC. A final signed copy version will be returned to the school district after submission of completed MOA.

The local school district that contracts with KECSAC to provide educational services to SAC must provide an equal and equitable education to students in KECSAC programs. This includes equitable resources such as textbooks, teaching materials, technology materials, support and maintenance.

Please submit a complete signed MOA with ALL attachments digitally to:

Kristine Smith email address: Kristine.Smith@eku.edu

Or

Kaye Parker at Kaye.Parker@eku.edu

MEMORANDUM OF AGREEMENT
Kentucky Educational Collaborative For State Agency Children
Eastern Kentucky University
Fiscal Year 2020
(July 1, 2019 - June 30, 2020)

I. INTRODUCTION

This agreement is made and entered into this 1st day of July, 2019, 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 **Mercer 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 **Mercer County Day Treatment** a 210 day instructional program that includes a traditional instructional school calendar, or equivalent hours as 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 Memorandum of Agreement is for a period of twelve months, beginning July 1, 2019, with an end date of June 30, 2020. The education program may continue for multiple years 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 – Mercer 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 education program will be afforded all of the amenities of **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 15th. 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
Martin House
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 education program generates including KECSAC and SEEK funds. Any KECSAC funds not expended by June 30th of the current fiscal year will be deducted from the program's next fiscal year allocation amount.
3. The SECOND PARTY agrees that if an education 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 30th, up to 50% if the program closed on or before December 31st and up to 75% if the program closed on or before March 31st.
4. The FIRST PARTY will withhold 10% of the total allocation until the final (fourth quarter) reimbursement. If an education program receives the full amount of allotted funds and that education 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 education 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. Any youth suspected to have an educational disability as governed by 707 KAR 1:300 and 707 KAR 1:320 shall be assessed following required due process procedures.
3. Shall, at on-site education programs, provide the treatment program director an opportunity to interview prospective new teachers for the on-site state agency education program when filling a teacher vacancy. At on-site education 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 education 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 6, 2019

Spring Statewide Meeting: March 6, 2020

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 including the required MUNIS and IC reports 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 education 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 education program shall attend the *"New Educators Training,"* which is scheduled for **August 28, 2019**. 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 education 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 it relates to the administration and testing of the GED®.
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 Inclusion of Special Populations in the State-Required Assessment and Accountability Programs 703 KAR 5:070.
15. 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.
16. 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.
17. Shall prepare an Educational Passport as required by KRS 158.137 and 605.110(3)(e).
18. 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.
19. 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.
20. Shall notify FIRST PARTY within 30 days of a change in the licensed or rated capacity of each programs.
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. The calendar must include the legislatively required number of instructional days, or the equivalent hours, as approved by KDE, and thirty-three (33) KECSAC extended days. It is recommended that Infinite Campus, the state attendance program, show the entire school calendar, including the extended days. 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 facility, 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 education 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 2019-2020 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 2018-2019 Program Improvement Plan for the education 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 education 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 KAR 1:320 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

Mercer County School District

FIRST PARTY

Eastern Kentucky University

Dennis Davis
Superintendent

Date

Gustav A. Benson, Director
Division of Sponsored Programs

Dr. Ronnie Nolan KECSAC Director	Date
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ATTACHMENT 2
Comprehensive Budget For 2020 Fiscal Year
July 1, 2019 - June 30, 2020

All budget information must be complete and accurate for each KECSAC program within the school district.

The proposed budget has been approved by the school board and approved as to form and classification by the school district's finance officer.

The following budget is adopted for **MERCER COUNTY SCHOOLS** for the current Fiscal Year and the amounts stated are appropriated for the purposed indicated.

Federal Programs Allocation FY20	
Title I, Part A	\$ 602,259
Title I Part D, Subpart 2 Neglected & Delinquent	\$ 18,000
Title I School Improvement	\$
Title I Part B Even Start	\$
Title I Part B Reading First	\$
Title I Part C Migrant	\$
Stewart B. McKinney Homeless	\$
Title II, Part A, Teach Quality	\$ 111,351
Title I, Part D, Education Technology	\$
Title II, Part D, Education Technology-Competitive	\$
Title III Limited English Proficiency	\$
Title III Immigrant	\$
Title IV Part A Safe & Drug Free Schools	\$ 45,677
Title IV Part B, 21 st Century	\$
Title V, Innovation Strategies	\$
Title VI Rural & Low Income	\$
IDEA B Basic Plus Capacity & Improvement	\$
IDEA B Preschool	\$
Federal Jobs for America's Graduates (JAG)	\$
Services Learning	\$
Title II C Perkins	\$ unknown
Other:	\$
Total	\$ 777,287

State Programs Allocation FY20	
General/District Funds	\$ 16,155,000
Local Tax Dollars	\$ 5,215,360
Family Resources Youth Service Centers	\$ 266,608.64
Gifted talented	\$ 58,246
Extended School Services	\$ 92,226
Preschool	\$ 492,135
Professional Development	\$
Textbooks	\$
Safe Schools	\$ 53,049
KECSAC	\$ 51,259
Read to Achieve	\$ 47,200
Dropout Prevention	\$
Community Education	\$
Local Area Vocational	\$
20% Vocational Funds	\$ unknown
Commonwealth School Improvement	\$
Elementary Arts & Humanities	\$
Math, Achievement Fund	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
Total	\$ 22,431,083.64

**Mercer Day Treatment Program
Budget FY 2019-20**

DJJ	73,710.00
KECSAC	51,259.00
Title I	18,000.00
SEEK	228,913.00
	\$ 371,882.00

XXXX	0272179-XXXX-103EJ	0272198-XXXX-103E	0272179-XXXX-313E	0271179-XXXX-103X		
Objects:		DJJ	KECSAC	Title I	SEEK/Gen Fund	Total
0110	Certified Base	8,717.85	36,511.24	-	151,886.00	197,115.09
0111	Extended Days	2,356.18	8,881.11	-	14,721.00	25,958.29
0112	Certified Extra Service	1,218.14	-	-	2,842.00	4,060.14
0113	Certified Other	-	-	-	-	
0120	Sub	-	-	-	510.00	510.00
0130	Classified Regular	57,947.38	-	9,804.06	31,220.00	98,971.44
0131	Classified Additional	-	-	-	-	-
0150	Classified Substitute	-	-	-	1,000.00	1,000.00
0221	FICA	-	-	607.85	1,036.00	1,643.85
0222	Medicare	1,018.00	613.88	142.16	2,932.00	4,706.04
0231	KTRS	2,107.19	1,361.77	-	5,099.00	8,567.96
0232	CERS	-	-	2,358.86	4,020.00	6,378.86
0253	Unemployment	345.26	20.00	53.01	155.00	573.27
0294	Federal Health Insurance			4,963.90		4,963.90
0295	Life Insurance			7.56		7.56
0296	Administrative Fee			62.60		62.60
0297	Waive Health Ins.			-		-
0338	Registration	-	-	-	-	-
0341	Drug Kits	-	-	-	500.00	500.00
0347	Security Services	-	-	-		
0444	Copier	-	-	-	650.00	650.00
0529	Other Insurance	-	-	-		
0531	Postage	-	-	-	100.00	100.00
0532	Telephone	-	-	-	300.00	300.00
0580	Travel	-	-	-	350.00	350.00
0610	General Supplies	-	3,871.00	-	-	3,871.00
0616	Food Non-Instr	-	-	-	-	-
0617	Food Instr Non Food Serv	-	-	-		-
0643	Supplementary Books	-	-	-	1,000.00	1,000.00
0645	Audiovisual Material	-	-	-	1,000.00	1,000.00
0646	Tests	-	-	-	-	-
0650	Supplies Technology	-	-	-	592.00	592.00
0651	Tech Related Devices	-	-	-		-
0673	Fees & Reg Student Act	-	-	-		-
0674	Awards (Student Activ)	-	-	-		-
0679	Student Activities	-	-	-	-	-
0697	Other Supplies & Materials	-	-	-	1,500.00	
0733	Furniture & Fixtures	-	-	-	500.00	500.00
0734	Technology Hardware	-	-	-	3,000.00	3,000.00
0735	Technology Software	-	-	-	3,500.00	3,500.00
0810	Dues & Fees	-	-	-		-
0894	Instructional Field Trips	-	-	-	500.00	500.00
0899	Other Miscellaneous	-	-	-	-	-
Totals:		73,710.00	51,259.00	18,000.00	228,913.00	370,382.00

173 Instructional Days/37 Extended Days/230 Total Days

Total Days MUST Equal 230 or More:

the equivalent hours, as approved by KDE and thirty-three (33) KECSAC extended days.

I=Instructional (173 Days or Equivalent Hours)

PD=Professional Development Days

V=Vacation Day
M=Make Up Day

M=Make Up Day

O=Opening Day
C=Closing Day

C=Closing Day

14 days  4 PD / 1 Opening / 1 Closing/ 8 prep days per 505 KAR 1:080

6 days  Holidays

37 days  Extended Days

173 days  Instructional days

230 Total days

10  Possible Make Up Days

 School Breaks

PD /Opening / Closing

Holidays

Extended Days

Make Up Days

No school Days (Vacation)

ATTACHMENT 4

MAKE-UP DAY PLAN

In the event of inclement weather or any other reason the Superintendent of Mercer County Schools has decided to cancel or designate a Titan Learning Day, (See definition) the following plan will be followed through.

- Step 1- Superintendent will determine if school will be cancelled and rescheduled or if a TLD will be used.
- Step 2- After his decision is made he contacts all administration. The PR director will send out a One-Call to all staff and students indicating if there is “No- School” or if it will be a “Titan Learning Day”
- Step 3- If School is cancelled then we will add the Instructional day to the end of the School year utilizing make-up days. If a TLD is determined then students are instructed to complete at least one lesson for each of their APEX Classes. Students without internet or means of technology have an alternate assignment in a packet that is given to them when they begin the school year or program. They are to complete a lesson in the packet in order to receive credit for grades and attendance purposes.

Titan Learning Day (TLD)- Non-traditional school day in which students complete assignments at home assigned to them through Google Classroom. TLD's count as an instructional school day and are not required to be made up.

ATTACHMENT-5 **State Agency Children SEEK Calculation Worksheet** **2019-2020 School Year**

All programs must submit a completed worksheet even if the program does not receive SEEK funds. The school district receives SEEK funds for those state agency children that are taught at the local on-site programs. Do not leave any category blank. Insert \$0 for categories with no dollars or NA if a category is not applicable.

School District: Mercer County Schools

Name of Treatment Program: Mercer County Day Treatment School Code: 421-027

A.	Projected 2019-2020 School Year Average Daily Attendance (ADA)	15.00	
B.	Projected Base SEEK \$4,000 x ADA		\$ 60,000.00
C.	Projected At-Risk Add-on \$4,000 x 0.15 x ADA for residential & group home youth*		\$ 0.00
D.	December 1, 2018 Child Count: Severe (Low) <u>1</u> Moderate <u>0</u> Speech (High) <u>0</u>		
D1.	Projected Low Incidence Add-On ¹	\$4,000 x 2.35 = \$9,400 x 12-1-18 Child Count	\$ 9,400.00
D2.	Projected Moderate Incidence Add-On ²	\$4,000 x 1.17 = \$4,680 x 12-1-18 Child Count	\$ 0.00
D3.	Projected High Incidence Add-On ³	\$4,000 x 0.24= \$960 x 12-1-18 Child Count	\$ 0.00
E.	Total Projected SEEK for 2019-2020 School Year		\$9,400.00
F.	SEEK Funds to be provided by Kentucky Department of Education		
	State Ratio** <u>71.00%</u> x Total Projected SEEK (Line E)		\$ 49,274.00

* Day treatment youth may be eligible for at-risk add-on if they qualify for free lunch program.

** To determine state ratio, divide the Calculated State Portion by the Calculated Base Funding from the district's SEEK Forecast provided to the school superintendent.

¹Low Incident Disabilities, 2.35 weight - Functional Mental Disability, Hearing Impairment, Emotional-Behavioral Disability, Visual Impairment, Multiple Disabilities, Deaf-Blind, Autism, and Traumatic Brain Injury;
²Moderate Incident Disabilities, 1.17 weight - Mild Mental Disability, Orthopedic Impairment or Physically Disabled, Other Health Impaired, Specific Learning Disabilities, and Developmental Delay;
³High Incident Disability, 0.24 weight - Communication Disorders of Speech or Language.

NOTE: THESE CALCULATIONS ARE CONTINGENT ON THE FINAL APPROVAL OF THE STATE BUDGET

ATTACHMENT 6
2019-2020 Interagency Agreement between School District
And Treatment Program

A current Interagency Agreement between **School District** and each contracted program for Cabinet for Health and Family Services should be attached and returned with the MOA. A sample copy of an interagency agreement can be found at www.kecsac.eku.edu, under Documents.

Mental Health Day Treatment programs are required to comply with the KECSAC Mental Health Day Treatment Program Standards of Practice.

DJJ Interagency Agreements are provided to us by DJJ and do not need to be included with the MOA.

Attachment 7

Mercer County Schools- Mercer Day Treatment Program

KECSAC PROGRAM IMPROVEMENT PLAN for School Year 2019-2020

STANDARD (X):

() Purpose and Direction

() Governance and Leadership

(X) Teaching and Assessing for Learning

(X) Resources and Support System

(X) Support

District Name Mercer County Schools

Component Manager Jaziel Guerra

Preliminary (X) X

Program Name Mercer Day Treatment

Date 7/19/2019

Revised ()

Priority Need {Data-Driven}	Goal {Addresses the Priority Need}
(How was our past student performance weak?) <ol style="list-style-type: none">Other than our own staff students are not making great connections with adults in the community.Our students were not aware of their career paths and the college and career options they can have in the future.(continued from 18-19) Once students transition back to the regular school setting we do not follow or monitor progress. Thus we have a lack of data showing whether the transition was successful or not.(continued from (18-19) All students who enter MDT will be implemented in a Reading Plus program designed to enhance and improve their reading.	(How will our future student performance be stronger?) <ol style="list-style-type: none">During the 19-20 school year. 100% of Day Treatment students enrolled longer than 20 days will be assigned a mentor from the community based on their career path and interest.During the 19-20 school year, 100% of Day Treatment students will learn the different KY career path and options they have for their future. Students will demonstrate mastery of the knowing the career clusters by scoring a 70% or higher on a teacher created exam.During the 2018-2019 school year 100% of the students who transition to regular school will be monitored for success. Grades, attendance and behavior reports will be monitored monthly and success will be measured if the

	<p>student successfully completes the school year and passes to the next grade level.</p> <p>4. During the 2018-2019 school year all students will work daily on Reading Plus to improve their reading skills. 80% of students who spend a minimum of 90 days in the MDT program will improve at least 2 grade levels on Reading Plus.</p>
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Causes of the Need	Objectives for Reaching the Goal
<p>(What was happening in our program that allowed weak student performance, i.e., which elements of the SSI were not fully developed and implemented?)</p> <ol style="list-style-type: none"> 1. Students are struggling to make positive connections in the community. 2. Students are not aware of their options for career or college in the future. 3. Student transition was not being monitored. Once students returned to regular school no supports were in place to monitor and help the student stay on track. 4. Most DT students enter the program below reading level. This causes issues in all subjects especially when an online course such as APEX is used to recover credits. Students struggle to complete the course on time due to slow reading. 	<p>(What will be different in our program so that we will have stronger student performance?)</p> <ol style="list-style-type: none"> 1. Assign each student a mentor in an area of career interest for the student. facilitate meetings between students and mentors. 2. regulary teach and remind students about the KY career clusters and their options for future employment 3. We will continue to prepare students for transition. Once transitioned we will monitor progress with students and give aid and support when needed. 4. If students can increase their reading levels they can improve the speed in which they can complete other APEX courses as well as other classes in general.

Evidence of the Causes	Measures of Objectives
<p>(What data showed that the causes were really happening in our program?)¹</p> <ol style="list-style-type: none"> 1. Students are not able to approach adults correctly and struggle to respond to authority/ adults in the community and make positive interactions. 2. Students are not able to express enough knowledge of their options after high school. 3. In previous years some DT students were returning to DT due to not being successful in the regular school. 4. 60%-80% of students entering the program are below reading level. 	<p>(What data will show that we are reaching the objective? What data will show that our student performance is improving?)</p> <ol style="list-style-type: none"> 1. Mentors assigned from areas of career interest from each student. meetings are taking place. Students are setting short term and long term goals for themselves with their mentors. 2. students are able to pass an exam about the KY career clusters and options they have in the future for post secondary education, trades and financial aid. 3. We will monitor grades, attendance, and behavior for 1 school year to ensure student success. If students are struggling we will consider allowing them to return to DT for extra support. 4. All students will take the TABE assessment for initial scoring along with the initial Reading Plus assessment. Once the initial baseline is established, the Reading Plus program will indicate grade level.

Strategies/Activities {activity or sequence of activities to achieve objective(s)}

Objective Label	Activity/Strategy	Expected Impact	Responsible Person(s)	Start Date	End Date	Estimated Cost	Funding Source
1. Mentoring program	<ol style="list-style-type: none"> Career / trade Interest survey for students Locate reliable adults in community in interest area Facilitate monthly meetings 	Students will learn more about the trade/career/hobby they are interested in. Students will make positive connections with an adult from the community.	Jaziel Guerra David Sullivan Stacy Price	August 2019	May 2020	200 for refreshments for meetings.	Mercer DT general fund
2.Learning about career paths/ trade options	<ol style="list-style-type: none"> Teach students about KY career paths Find out which paths students are interested in 	Students will learn and understand the different KY career path and clusters	Jaziel Guerra David Sullivan Stacy Price	August 2019	May 2020	0	Not Applicable
3. Transition Success	Monitor attendance, grades, and behavior of students who have transitioned into the regular school setting.	Help students transition to regular school. Allow us to understand where students may be struggling in order to enhance our program and figure out how to fix the issue.	Jaziel Guerra Stacey Price David Sullivan	August 2019	May 2020	0	0

4. Increase Reading Levels and Comprehension	Students will utilize Reading Plus on a daily basis to improve their reading comprehension.	Increase of at least 2 grade levels by 80% of our students.	Pat Johnson David Sullivan Jaziel Guerra	July 2019	May 2020	1300 for Reading Plus Program	Mercer DT General Fund
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Mercer Day Treatment- Attachment 8

Implementation and Impact Check for School Year 2018-2019

Objective Label	Activity/Strategy	I = Implemented IP = Partially Implemented NI = Not Implemented	Has This Activity Had Impact? Yes/no	Evidence of Actual Impact on Terms of Progress and Success	Outcomes/Observations/ New Data Reasons for Progress and Success or Reasons Expected Impact Did Not Occur
During the 2018-2019 school year 100% of the students who transition to regular school will be monitored for success. Grades, attendance and behavior reports will be monitored monthly and success will be measured if the student successfully completes the school year and passes to the next grade level.	As students transition to another school in the district the following protocol is followed. --Before transition, DT transition team meets with the counselor and administration of receiving school to discuss the accomplishments, concerns and best case scenario for the student. --After transition, DT principal monthly monitors grades, attendance, and behavior of student. --DT transition team meets with student at least once a month after transition. As a student transitions outside of the district the following protocol is followed. --All records including transcripts, grades, and behavior records are transferred through Infinite Campus. Phone calls are made to receiving facility/school and every effort to give our student an advantage in the new setting.	Implemented	Yes	<p>PS- Eighth grader transitioned to King Middle School in January. Student passed all classes, did not receive a behavior referral. Student did have minor attendance issues. Student will advance to high school next school year.</p> <p>JT- PS- Eighth grader transitioned to King Middle School in February. Student passed all classes, did not receive a behavior referral and did not have any attendance issues. Student will advance to high school next school year.</p> <p>AF- Freshman student transitioned to MCSH. Student was very successful with her grades but continued to struggle with behavior and anxiety. After a follow up meeting with parents and administration at MCSH it was determined that AB would benefit from our virtual program. She finished her school year with our virtual program and completed all of her coursework. She will be a junior next year and is ahead on credits.</p> <p>KF- Sophomore student transitioned to facility before completing the successful 90 days. All records where transferred same day of request and our counselor spoke personally with facility staff.</p> <p>AC- Sophomore student transitioned out of district to foster care. All records where transferred same day of request and our counselor spoke personally with facility staff.</p>	<p>Goal met- 100% of students monitored after transition for success based on transition plan. All transitioned students during the 2018-2019 passed the school year and will advance to the next grade or level.</p> <p>We will continue to use this transition plan with minor changes for next school year.</p> <p>Changes for next school year. --Allow DT teacher a day each semester to visit transitioned students and follow up.</p>

Mercer Day Treatment- Attachment 8

Implementation and Impact Check for School Year 2018-2019

Objective Label	Activity/Strategy	I = Implemented IP = Implemented Partially NI = Not Implemented	Has This Activity Had Impact? Yes/no	Evidence of Actual Impact on Terms of Progress and Success	Outcomes/Observations/ New Data Reasons for Progress and Success or Reasons Expected Impact Did Not Occur
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During the 2018-2019 school year all students will work daily on Reading Plus to improve their reading skills. 80% of students who spend a minimum of 90 days in the MDT program will improve at least 2 grade levels on Reading Plus.	Students work on Reading Plus daily. Progress was monitored in January and again in April.	Implemented	YES	All students who completed at least 90 successful days increased at a minimum of 2 grade levels.	<p>Successful</p> <p>100% of students increased their reading levels while using Reading Plus.</p> <p>100% of students who completed at least 90 successful days increased 2 or more reading levels.</p> <p>Reading is a very important facet of the learning process and we emphasize how it can be fun and exciting. In our program students learn to love reading through the excitement and enthusiasm from all staff members.</p>
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Mercer Day Treatment- Attachment 8

Implementation and Impact Check for School Year 2018-2019

Objective Label	Activity/Strategy	I = Implemented IP = Implemented Partially NI = Not Implemented	Has This Activity Had Impact? Yes/no	Evidence of Actual Impact on Terms of Progress and Success	Outcomes/Observations/ New Data Reasons for Progress and Success or Reasons Expected Impact Did Not Occur
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During the 2018-2019 school year, the MDT staff will increase efforts of collaboration by 25% with other day treatment staffs in order to learn new instructional strategies, assessments strategies, and new innovative teaching concepts. In May of 2019 the MDT staff will share their correspondences and findings of the other day treatments with the principal of the program and show evidence of strategies learned.	Our Day Treatment teacher collaborated regularly with other teachers from Mercer Central and other day treatments. Math Social Studies teachers, Special Education teacher	Implemented	Yes	Students struggling in Math received one on one help from a math teacher. All students completed and passed their math classes. Any student with IEP received many services listed on their IEP	Mr. Sullivan concedes that he is not very strong in math. Thus, he regularly collaborates with another math teacher to ensure his students get the help they need.
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Attachment 9

Mercer Day Treatment

Transition Plan

Plan developed during treatment and prior to change of educational placement

This form is to be completed during the admission of the youth in the treatment program and presented at the transition meeting involving parent/guardian, student, educational staff, treatment staff, school family resource coordinator, DJJ/DCBS worker, and/or community workers. If at all possible, the receiving school should be involved.

Date _____

Student: _____ Date of Birth _____ Grade _____

Date of Educational Placement _____ Anticipated Discharge Date _____

Educational

Educational goal: _____

Pre and Post Assessments

<u>Assessment</u>	<u>Pre test date</u>	<u>Grade Equivalence</u>	<u>Post test date</u>	<u>Grade Equivalence</u>
<u>Reading</u>				
<u>Math</u>				

Total credits to date _____ Does the student have an IEP or 504? _____

Is the student participating in a GED Program? _____

Current Schedule

Current Behavior

Expected Outcome as student transitions (student will enroll in traditional school, alternative school, day treatment, etc.)

Contact Person _____

Vocational

Vocational goal: _____

Individual Learning Plan: _____

Career Scope completion date: _____ Interest Area: _____
Has it been shared with the student? _____

Is the student participating in vocational / job shadowing program(s)? _____ If yes, which program(s)?

Contact Person _____

Mental/Physical Health

Mental/Physical Health goal: _____

Does the student have mental/physical needs that may impact learning or treatment? If, so, please explain.

Expected Outcome (How will mental/physical be addressed as student transition?)

Contact Person _____

Treatment Team Members

Name	Title	Name	Title
	Parent/ Guardian		Student
	Director/ Counselor		Treatment Staff
	DJJ / DCBS Worker		Treatment Staff
	Receiving school		Treatment Staff
	Other:		Other:

****Day Treatment Counselors will conduct follow up contacts with each student at two months, six months and at one year. The follow up will include: Is the youth still in school, graduated or obtained a GED? Has the youth had any law violations? Has the youth had any school board violations? Has the youth been adjudicated of any new offenses?**

Academic/Vocational /Mental Health

Reading Programs

- ☐ Reading Plus
- ☐ Reading class
- ☐ SAR

Learning Styles

- ☐ Piney Mountain
- ☐ Pre-GED
- ☐ Career Scope
- ☐ Records Review
- ☐ Math & Reading
- ☐ Kentucky Core Content Check off List

- ☐ Portfolio Writing
- ☐ Open Response / On Demand Writing
- ☐ Psychosocial
- ☐ Career Futures
- ☐ ACT Preparation
- ☐ Individual Learning Plan
- ☐ Weekly Progress Notes
- ☐ IPI
- ☐ IEP
- ☐ Job Shadowing

Academic Strategies

- ☐ Treatment Team Meetings
- ☐ Behavior Modifications /
- ☐ Special Accommodations
- ☐ Parents invited to conferences
- ☐ Phone Documentation
- ☐ Career Skills
- ☐ Instruction based on KY Core Content
- ☐ Open Response / On Demand Writing
- ☐ Teach to Learning Styles
- ☐ Extended School Services

- ☐ Reading / Math
- ☐ Portfolio Writing
- ☐ Pre-GED
- ☐ SRA
- ☐ Reading Plus
- ☐ Practical Living Skills

During Academic Placement

- ☐ IEP
- ☐ IPI
- ☐ IGP/ILP
- ☐ IEP Meeting (if applicable)
- ☐ IPI Meeting
- ☐ Treatment Team Meeting
- ☐ 60 Day Reviews

- ☐ Community Resources / Vocational Referrals
- ☐ Vocational / Technical School
- ☐ Military / ASVAB
- ☐ Educational Opportunities
- ☐ GED / Adult Learning
- ☐ Job Corps
- ☐ Guest Speakers

During Treatment

☐ Weekly Progress Notes
☐ Records Review
☐ ITP Meeting/Development
☐ Individual Counseling
☐ Group Counseling (circle)
Goals
Life Skills Development
Anger Management
Substance Abuse
Academics
Social Skills

☐ Family Meetings/ Counseling offered
☐ Drug Screens
☐ Behavior Management
☐ Treatment Team meeting
☐ 60-Day Reviews
☐ Court Reports
☐ Meetings /Community Agencies
☐ Mentoring
☐ Transition Meeting
☐ Other _____

Health/Mental Health

☐ Immunizations
☐ Physical Form
☐ Referral for Mental Health (circle)
IMPACT PLUS
DCBS
Independent Living
Out Patient Counseling
Rivendell
CCSU
Lincoln Trail

On Exit

☐ Math
☐ Reading
☐ Transition Meeting

Educational records will be sent upon request. Request should be sent to the following:

Mercer Day Treatment Center
937 Moberly Rd. Harrodsburg, KY 40330
Phone (859) 733-7120 Fax (859) 733-7104

cc: Parent/Guardian, Student, DJJ / DCBS Worker, Treatment Staff, Counselor, Receiving District/School

Follow up for Successful Completion of the program

Name: _____

Date of Birth: _____ Social Security Number _____ - _____ - _____

Two months following completion of the program.

Contact made with: _____ Date: _____

1. Is the youth still in school, graduated or obtained a GED? _____
2. Has the youth had any law violations? _____
3. Has the youth had any school board violations? _____
4. Has the youth been adjudicated of any new offenses? _____

Six months following completion of the program.

Contact made with: _____ Date: _____

1. Is the youth still in school, graduated or obtained a GED? _____
2. Has the youth had any law violations? _____
3. Has the youth had any school board violations? _____
4. Has the youth been adjudicated of any new offenses? _____

One year following completion of the program.

Contact made with: _____ Date: _____

1. Is the youth still in school, graduated or obtained a GED? _____
2. Has the youth had any law violations? _____
3. Has the youth had any school board violations? _____
4. Has the youth been adjudicated of any new offenses? _____