OK AS TO FORM
A.M.H. 6.8.2020

STATE AGENCY CHILDREN
INTERAGENCY AGREEMENT
BETWEEN

JEFFERSON COUNTY BOARD OF EDUCATION AND THE BROOK DUPONT

This agreement is intended to form the basis for a cooperative relationship between **THE BROOK DUPONT** as a provider of residential services and the **JEFFERSON COUNTY BOARD OF EDUCATION** as the agency responsible for provision of school services.

It is the mutual goal and intention of each of the agencies named above to maintain the needs of each child or youth as our priority in fulfillment of this interagency agreement. This Agreement is to foster the provision of coordinated and high quality residential services. It is not meant as a way to inhibit either agency in meeting their respective goals, but rather to foster a collaborative approach to services on the part of both agencies.

THE BROOK DUPONT as the residential services provider in order to meet the intent of this Agreement hereby agrees to:

1. Provide **JEFFERSON COUNTY SCHOOLS** two weeks' notice prior to the placement of a student from **THE BROOK DUPONT** into a regular public school. When this is not possible, the school will be notified the same day that the facility is notified of the placement.

2. Provide **JEFFERSON COUNTY SCHOOLS** all pertinent student records and information permitted and available prior to requesting the admittance of the student. The school will be informed of disciplinary actions taken by other **JEFFERSON COUNTY SCHOOLS** within the last year as made known to the facility prior to placement, or any other activity of the student which would require school preparation to help assure the safety of all concerned. This information is to be used by **JEFFERSON COUNTY SCHOOLS** to arrange for needed services and NOT to serve as the basis for denial of educational services.

3. Notify **JEFFERSON COUNTY SCHOOLS** of regularly scheduled or specially scheduled meetings for case review and offer sufficient notice and opportunity for school staff participation in relation to educational issues, placement planning conferences and aftercare planning.

4. Assure **JEFFERSON COUNTY SCHOOLS** that ongoing communication will be maintained between **THE BROOK DUPONT** staff and **JCPS** staff of the facility on a schedule that is mutually determined based on the needs of each student.

5. Assure that **THE BROOK DUPONT** staff will be assigned to the school area at all times the school is in operation.

6. If possible, inform school staff when an incident has occurred which may affect a student's performance in school. In order to protect the confidentially rights of the residents, the specifics of the incident might not be communicated.

7. Notify **JEFFERSON COUNTY SCHOOLS** of all staff development sessions scheduled for facility staff pertaining to services for school-aged children or youth and offer the opportunity for them to participate. This would include facility trainings.

8. Inform the school staff of and ask for their input into any group or individual behavior interventions or management systems and collaborate in residential implementation of similar methods utilized by the school system. All treatment teams will include a member of the educational staff.

9. Determine a mutually agreeable method for dealing with crisis behaviors that may occur in the school setting.

10. Administer all medications required by our residents.

11. Assure that each student's health and hygiene will be maintained and notification will be made to the school of any student's condition, which may affect student behavior or performance.

12. Agree to a method for resolution of disputes or issues not covered by this Agreement.

13. Agree to maintain classrooms and offices in proper working order.

THE JEFFERSON COUNTY BOARD OF EDUCATION HEREBY AGREES TO the following for THE BROOK DUPONT'S on site facility school.

1. Provide educational services for all school-aged facility residents consistent with their educational needs.

2. Notify the facility of staff development activities and offer the opportunity for attendance by facility staff.

3. Attend facility meetings relative to educational services. Provide an educator and/or written summary to participate in treatment team meetings.

4. Notify facility staff of school meetings scheduled relative to the design or review of educational services for individual students.

5. Collaborate with the facility in design, implementation and/or revision of behavioral interventions in the school setting and facilitate consistent application if such

interventions for residential purposes are appropriate.

6. Cooperate with facility staff in the development and application of a mutually agreed-upon method for dealing with crisis behaviors.

7. Develop and maintain an ongoing system of communication with the facility on a schedule that is appropriate to the needs of each student.

8. Notify the facility of an incident occurring at school of a disciplinary nature or otherwise likely to affect student behavior upon returning to the facility.

9. Assure that any student suspected of having an educational disability will be referred, evaluated, and if appropriate, provided special education services in accordance with state requirements, district procedures, and Individual Education Programs (IEP).

10. Notify the facility of any identified medical, mental health, or hygiene condition a student manifests.

11. Provide instructional goals and objectives for the education of State Agency Children as required by the KECSAC Memorandum of Agreement.

12. Agree to a method of resolution of disputes or issues not covered by this Agreement.

STUDENTS WHO RESIDE IN THE FACILITY AND ATTEND REGULAR JEFFERSON COUNTY SCHOOLS WILL BE SUBJECT TO AND ABIDE BY REGULAR JEFFERSON COUNTY PUBLIC SCHOOL POLICIES AND PROCEDURES.

To the extent permitted by law, the parties shall indemnify, defend and hold harmless each other and each other's respective officers, employees and agents from and against all actions, liabilities, claims, damages, suits, liens and judgements arising out of or resulting from the negligent and/or unlawful acts or omissions of the indemnifying party or the indemnifying party's officers, employees, agents or subcontractors, occurring during or in connection with performance under or regarding this Agreement.

Commitment to the points in this Agreement signifies each agency's efforts toward a professional collaboration for provision of quality residential and educational services to each school age individual for which we share responsibility.

The Agreement shall be in effect until a mutually agreed upon revision is requested by either party.

5/7/2020

Heather Moss, Principal — Date
JCPS/State Agency Children's Programs

5/7/20

Paul Andrews, Chief Executive Officer — Date
THE BROOK HOSPITALS

5/7/20

Shane Koch, Chief Operating Officer — Date
THE BROOK DUPONT

Martin Pollio, Superintendent — Date
Jefferson County Public Schools