

Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY
41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

6/23/2020.

AGENDA ITEM (ACTION ITEM):

Consider/Approve Memorandum of Agreement (MOA) between the Kenton County School District, on behalf of Northern Kentucky Youth Development Center (NKYDC), and the Kentucky Educational Collaborative for State Agency Children (KECSAC) for the 2020-2021 school year.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board.

HISTORY/BACKGROUND:

The Kentucky General Assembly established regulations that provide a foundation for the MOA between KECSAC and school districts. This agreement must be approved annually. This MOA outlines the agreement for how Kenton County School District will operate NKYDC. The district must submit a MOA for working with KECSAC in order to receive the state's funding for State Agency Children for the delivery of educational services. This amount is \$112,902.39.

FISCAL/BUDGETARY IMPACT:



N/A.

RECOMMENDATION:


Approval of the Memorandum of Agreement (MOA) between the Kenton County School District (KCSD) on behalf of Northern Kentucky Youth Development Center (NKYDC) and the Kentucky Educational Collaborative for State Agency Children (KECSAC) for the 2020-2021 school year.

CONTACT PERSON:

Karen Hendrix


Principal 


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"

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 2020-2021 Interagency Agreement between the school district and treatment program (not required for Department of Juvenile Justice programs).
- **ATTACHMENT 7** - A 2020-2021 Program Improvement Plan (PIP).
- **ATTACHMENT 8** - Implementation and Impact Check, based upon 2019-2020 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. <ol style="list-style-type: none">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 15, 2020. 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

Sherri Clusky at Sherri.Clusky@eku.edu

MEMORANDUM OF AGREEMENT
Kentucky Educational Collaborative For State Agency Children
Eastern Kentucky University
Fiscal Year 2021
(July 1, 2020 - June 30, 2021)

I. INTRODUCTION

This agreement is made and entered into this 1st day of July, 2020, 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 **Kenton 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 **Northern Kentucky Youth Development Center** 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, 2020, with an end date of June 30, 2021. 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 – Kenton 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 **Kenton County 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
Eastern Kentucky University
521 Lancaster Avenue
Martin House
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.
5. The FIRST PARTY reserves the right to reduce the allocated amount to the SECOND PARTY in the event a budget reduction is required by the Governor or the Legislature during the fiscal year.

VII. TERM AND RENEWAL

The Term of this Agreement shall run from July 1 – June 30, and shall be renewed annually upon mutual agreement of the parties 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 11, 2020

Spring Statewide Meeting: March 5, 2021

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, 2020**. 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 2020-2021 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 2019-2020 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.

XI. MISCELLANEOUS

1. This Agreement shall be governed by the laws of the Commonwealth of Kentucky. To the extent any provision of this Agreement conflicts with governing law, the laws of the Commonwealth of Kentucky shall control.
2. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, pandemics, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

SECOND PARTY

Kenton County School District

FIRST PARTY

Eastern Kentucky University

Dr. Henry Webb
Superintendent

Date

Gustav A. Benson, Director
Division of Sponsored Programs

Date

Dr. Ronnie Nolan
KECSAC Director

Date

09/02/2020 14:56
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KENTON COUNTY BOARD OF EDUCATION
YEAR-TO-DATE BUDGET REPORT

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FOR 2021 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1 GENERAL FUND							
103X KECSAC (GF)							
0551198 NKYDC INSTRUCTION - GF							
0110 CERTIFIED PERMANENT SALARY	63,984	18,495	.00	.00	.00	18,495.00	.0%
0111 EXTENDED DAYS/CERTIFIED	0	0	.00	.00	.00	.13	.0%
0112 EXTRA DUTY (CONTRACTED)	3,188	0	.00	.00	.00	.00	.0%
0120 CERTIFIED SUBSTITUTE	500	0	.00	.00	.00	.00	.0%
0130 CLASSIFIED REGULAR SALARY	44,039	43,450	1,671.14	1,671.14	.00	41,778.86	3.8%
0150 CLASSIFIED SUBSTITUTE SALARY	500	500	.00	.00	.00	500.00	.0%
0221 EMPLOYER FICA CONTRIBUTION	2,695	2,695	103.61	103.61	.00	2,591.23	3.8%
0222 EMPLOYER MEDICARE CONTRIBUTIO	1,611	796	24.23	24.23	.00	771.77	3.0%
0231 KTRS EMPLOYER CONTRIBUTION	2,012	1,296	.00	.00	.00	1,296.00	.0%
0232 CERS EMPLOYER CONTRIBUTION	10,740	10,454	402.08	402.08	.00	10,051.92	3.8%
0253 KSBA UNEMPLOYMENT INSURANCE	180	60	.00	.00	.00	60.00	.0%
0260 WORKMENS COMPENSATION	165	104	3.18	3.18	.00	100.82	3.1%
0349 OTHER PROFESSIONAL SERVICES	420	420	.00	.00	.00	420.00	.0%
0433 EQUIPMENT REPAIR & MAINT	350	0	9.83	9.83	350.00	-359.83	100.0%
0532 TELEPHONE	232	390	65.88	32.98	322.80	1.32	99.7%
0581 TRAVEL MILEAGE	0	3,200	.00	.00	.00	3,200.00	.0%
0610 GENERAL SUPPLIES	10,848	200	.00	.00	.00	200.00	.0%
0643 SUPPLEMENTARY BKS/STUDY GUIDE	0	800	.00	.00	.00	800.00	.0%
0650 SUPPLIES TECHNOLOGY RELATED	8,300	9,700	.00	.00	.00	9,700.00	.0%
0694 EQUIPMENT SUPPLIES	2,091	0	.00	.00	.00	.00	.0%
TOTAL NKYDC INSTRUCTION - GF	151,854	92,560	2,279.95	2,247.05	672.80	89,607.22	3.2%
TOTAL KECSAC (GF)	151,854	92,560	2,279.95	2,247.05	672.80	89,607.22	3.2%
TOTAL GENERAL FUND	151,854	92,560	2,279.95	2,247.05	672.80	89,607.22	3.2%
GRAND TOTAL	151,854	92,560	2,279.95	2,247.05	672.80	89,607.22	3.2%

** END OF REPORT - Generated by Susan Bentle **

ATTACHMENT 2
Comprehensive Budget For 2021 Fiscal Year
July 1, 2020 - June 30, 2021

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 **PROGRAM'S NAME** for the current Fiscal Year and the amounts stated are appropriated for the purposed indicated.

Federal Programs Allocation FY21	
Title I, Part A	\$
Title I Part D, Subpart 2 Neglected & Delinquent	\$ 28,000.00
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	\$
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	\$
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	\$
Other:	\$
Total	\$ 28,000.00

State Programs Allocation FY21	
General/District Funds	\$ 92,560.00
Local Tax Dollars	\$
Family Resources Youth Service Centers	\$
Gifted talented	\$
Extended School Services	\$
Preschool	\$
Professional Development	\$
Textbooks	\$
Safe Schools	\$
KECSAC	\$ 58,044.00
Read to Achieve	\$
Dropout Prevention	\$
Community Education	\$
Local Area Vocational	\$
20% Vocational Funds	\$
Commonwealth School Improvement	\$
Elementary Arts & Humanities	\$
Math, Achievement Fund	\$
Other: DJJ	\$
Other:	\$
Other:	\$
Other:	\$
Total	\$ 150,604.00

ATTACHMENT 3

2020-2021 School Calendar for Kenton County School District and Northern Kentucky Youth Development Center
177 Instructional Days/33 Extended Days/230 Total Days

	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	Inst. Days	Extended Days	Non-Inst Days	Vac Days	Total Days
July 2020			7/1	7/2	7/3	7/6	7/7	7/8	7/9	7/10	7/13	7/14	7/15	7/16	7/17	7/20	7/21	7/22	7/23	7/24	7/27	7/28	7/29	7/30	7/31	0	17	2	0	19
Aug	8/3	8/4	8/5	8/6	8/7	8/10	8/11	8/12	8/13	8/14	8/17	8/18	8/19	8/20	8/21	8/24	8/25	8/26	8/27	8/28	8/31					9	0	0	0	9
Sept		9/1	9/2	9/3	9/4	9/7	9/8	9/9	9/10	9/11	9/14	9/15	9/16	9/17	9/18	9/21	9/22	9/23	9/24	9/25	9/28	9/29	9/30			21	0	0	0	21
Oct				10/1	10/2	10/5	10/6	10/7	10/8	10/9	10/12	10/13	10/14	10/15	10/16	10/19	10/20	10/21	10/22	10/23	10/26	10/27	10/28	10/29	10/30	20	0	0	0	20
Nov	11/2	11/3	11/4	11/5	11/6	11/9	11/10	11/11	11/12	11/13	11/16	11/17	11/18	11/19	11/20	11/23	11/24	11/25	11/26	11/27	11/30					16	0	0	0	16
Dec		12/1	12/2	12/3	12/4	12/7	12/8	12/9	12/10	12/11	12/14	12/15	12/16	12/17	12/18	12/21	12/22	12/23	12/24	12/25	12/28	12/29	12/30	12/31		14	0	0	0	14
Jan 2021					1/1	1/4	1/5	1/6	1/7	1/8	1/11	1/12	1/13	1/14	1/15	1/18	1/19	1/20	1/21	1/22	1/25	1/26	1/27	1/28	1/29	19	0	0	0	19
Feb	2/1	2/2	2/3	2/4	2/5	2/8	2/9	2/10	2/11	2/12	2/15	2/16	2/17	2/18	2/19	2/22	2/23	2/24	2/25	2/26						19	0	0	0	19
Mar	3/1	3/2	3/3	3/4	3/5	3/8	3/9	3/10	3/11	3/12	3/15	3/16	3/17	3/18	3/19	3/22	3/23	3/24	3/25	3/26	3/29	3/30	3/31			22	0	0	0	22
April				4/1	4/2	4/5	4/6	4/7	4/8	4/9	4/12	4/13	4/14	4/15	4/16	4/19	4/20	4/21	4/22	4/23	4/26	4/27	4/28	4/29	4/30	17	0	0	0	17
May	5/3	5/4	5/5	5/6	5/7	5/10	5/11	5/12	5/13	5/14	5/17	5/18	5/19	5/20	5/21	5/24	5/25	5/26	5/27	5/28	5/31					20	0	0	0	20
June		6/1	6/2	6/3	6/4	6/7	6/8	6/9	6/10	6/11	6/14	6/15	6/16	6/17	6/18	6/21	6/22	6/23	6/24	6/25	6/28	6/29	6/30			0	16	1	0	17
																										177	33	3	0	213

Instructions: Please fill out the calendar by using the following letters to indicate the type of day for the program. The calendar must include the required number of instructional days, or the equivalent hours, as approved by KDE and thirty-three (33) KECSAC extended days.

ATTACHMENT 4

Make-Up Day Plan

Include a plan with your MOA for making up any of the 210 instructional days, or the equivalent hours, as approved by KDC missed due to inclement weather or other district planned events.

The NKYDC school program is located on the grounds of a DJJ residential program. Students live at the site and therefore do not have to be transported to and from school. The facility is on a well-maintained county road about 1 mile off the interstate allowing staff to be able to get to work safely in most cases. In the case where staff members could not safely come to work, then we will follow the make-up plan. This plan is for the first extended day after the weather event to change to a regular school day and an additional 4 hour extended day to be added to the end of the June calendar.

ATTACHMENT 5 **State Agency Children SEEK Calculation Worksheet** **2020-2021 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: Kenton County

Name of Treatment Program: Northern KY Youth Development Center **School Code:** 055

A.	Projected 2020-2021 School Year Average Daily Attendance (ADA)	<u>14.0</u>
B.	Projected Base SEEK \$4,000 x ADA	\$ <u>56,000.00</u>
C.	Projected At-Risk Add-on \$4,000 x 0.15 x ADA for residential & group home youth*	\$ <u>8,400.00</u>
D.	December 1, 2019 Child Count: Severe (Low) <u>2</u> Moderate <u>2</u> Speech (High) <u>0</u>	
D1.	Projected Low Incidence Add-On ¹ \$4,000 x 2.35 = \$9,494 x 12-1-19 Child Count	\$ <u>18,800.00</u>
D2.	Projected Moderate Incidence Add-On ² \$4,000 x 1.17 = \$4,727 x 12-1-19 Child Count	\$ <u>9,360.00</u>
D3.	Projected High Incidence Add-On ³ \$4,000 x 0.24 = \$970 x 12-1-19 Child Count	\$ <u>0.00</u>
E.	Total Projected SEEK for 2020-2021 School Year	\$ <u>92,560.00</u>
	SEEK Funds to be provided by Kentucky Department of Education	\$ <u>52,991.00</u>
	State Ratio** <u>57.25</u> x Total Projected SEEK (Line E)	

* Other 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

**COMMONWEALTH OF KENTUCKY
JUSTICE and PUBLIC SAFETY CABINET
DEPARTMENT OF JUVENILE JUSTICE
INTERAGENCY AGREEMENT AND MEMORANDUM OF UNDERSTANDING**

This Interagency Agreement (IA) is entered into, by and between the Commonwealth of Kentucky, Department of Juvenile Justice ("the Commonwealth") and Kenton County School District ("the Contractor") to establish an agreement for the provision a full continuum of educational service for students committed to the Department of Juvenile Justice. The initial IA is effective from the 1st day of July, 2020 through the 30th day of June, 2021.

Department of Juvenile Justice

hereinafter referred to as the Department or Commonwealth, and

Kenton County School District

(Name of Contractor)

1055 Eaton Drive

Ft. Wright, Kentucky 41017

(Address of Contractor)

hereinafter referred to as the Contractor,

WITNESSETH, THAT:

Whereas, the Department, in the exercise of its lawful duties pursuant to KRS 605.110, has determined upon the necessity of the performance of the following function briefly described as:

Provide a full continuum of educational services for youth that have been committed to the Department;
and

Whereas, the Contractor is available, responsible, and qualified to perform this function, and the Department desires that the Contractor perform this function;

Now, therefore, it is hereby and herewith mutually agreed by and between the parties hereto as follows:

This agreement is intended to form the basis for a cooperative relationship between the Department of Juvenile Justice and **Kenton County School District at Northern Kentucky Youth Development Center**. The mutual goal and intention of each of the agencies named above is to maintain the needs of each youth as our priority in fulfillment of this agreement. It is meant to foster excellence in education and treatment and is not meant to inhibit either agency in meeting their respective goals, but rather to foster collaborative services on the part of both agencies. The expectation is that this contractual agreement will provide the basis for the highest quality of educational services possible for our youth.

The commitment to the provisions of this contract signifies each agency's efforts toward professional collaboration for provision of quality education and treatment to each youth for whom we share responsibility.

Scope of Services:

Section 1.

The Contractor agrees to perform the services as hereinafter described with particularity as follows:

- A. Comply with all applicable federal and state laws and regulations for the services provided under this agreement.
- B. Provide certified and classified staff as applicable to meet the educational needs of the youth.
- C. Core classes (English, Math, Science, and Social Studies) shall be taught by a certified teacher.
- D. Assure that one full-time, on site principal/head teacher/school administrator/director is responsible for all aspects of the school program.
- E. Teachers shall sign in and out of the program each day. The documentation shall include a record of arrival and departure times.
- F. Assure that the school administrator submits an organizational chart detailing the lines of supervision, positions, names and titles for each individual employed at the school.
- G. Assure that annual professional development for certified educational staff addresses the identified needs of youth in the program and standards set forth by the Kentucky Department of Education.
- H. Assure the teacher pupil ratio shall average, based on average daily attendance, no more than ten (10) students to one (1) teacher without a classroom aide and fifteen (15) students to one (1) teacher with a classroom aide. A classroom that exclusively serves students with educational disabilities shall comply with teacher pupil ratios as specified in 707 KAR 1:350.
- I. Provide 210 instructional days. Non-traditional instruction (NTI) may be utilized according to 701 KAR 5:150.
- J. Provide students with a minimum of six (6) hours of daily instruction as indicated in KRS 158.060(3); and provide a minimum of four (4) hours of instructional time per day for each day beyond the local school district calendar.
- K. Develop a mutually agreed upon yearly school calendar that identifies local school district instructional days, instructional days beyond the local school district calendar, professional development days, holidays, vacation days and non-instructional days.
- L. Assure that the program operates within the traditional school day.
- M. Make educational services available to each youth upon admission, except if there is evidence to justify otherwise, and construct educational services on an open entry – open exit basis.
- N. Prepare an Educational Passport and submit to DJJ as required by KRS 158.137 and 605.110(3)(e). Please see KECSAC Policy 4.21 Educational Passport. Infinite Campus, the electronic student data collection used by the Kentucky Department of Education, may serve as the standard educational passport for state agency children.
- O. Within 30 calendar days of the date of this agreement, the Second Party agrees to provide access to the Kentucky Student Information system (KSIS)/Infinite Campus for each student attending the schools that are the subject of the Interagency Agreements;

- P. KSIS/Infinite Campus access shall be limited to DJJ Education Branch Manager and the identified Education staff for the purposes of monitoring, technical assistance and tracking student progress.
- Q. KSIS/Infinite Campus access for the DJJ Education Branch Manager and the identified Education staff shall be Read-only and shall include: student demographics, attendance, grades, GPA, graduates, courses, vocational and C-tech certifications, ILPA, teacher-student class rosters and program participation including special education, gifted and talented, Title I, limited-English proficiency, and others as applicable. The DJJ Education Branch shall have the ability to generate reports based on student information.
- R. Cooperate with the Kentucky Department of Education and Office of Career and Technical Education to ensure vocational teachers placed within the program have access to the internet in classrooms.
- S. Provide instruction based on Kentucky Academic Standards, Career and Technical Education Program of Studies Implementation Manual, and Kentucky Occupational Skill Standards to meet the individual needs of each youth.
- T. Implement programs designed to help English Learner students achieve both English language proficiency and academic standards in reading/language arts, mathematics, and science.
- U. Students shall complete a career assessment to include aptitude, interest inventory, and learning and working styles. The results shall:
1. Assist in integrating academic vocational and work assignments, and treatment goals;
 2. Assist staff as they communicate with students;
 3. Assist in developing each student's Individual Learning Plan (ILP) and Aftercare Plan; and
 4. Provide each student with workplace readiness skills.
- V. Coursework should follow the credit requirements necessary for earning a high school diploma according to state standards. Assure that the apportioned annual credit requirements are aligned with the credit requirements and demonstrated competencies as defined in 704 KAR 3:305(2).
- W. Library services shall be provided and made available to students through local library programs, bookmobiles, and/or on-site libraries.
- X. Require education staff to provide instruction that addresses the Learning Styles of each student.
- Y. Ensure that Career Clusters and Learning Styles are displayed within the classroom area.
- Z. Require education staff to deliver instruction by diverse methods at least two days per week even when other learning is primarily achieved through online credit recovery programs. Blended learning shall include but not be limited to: project-based learning, groups, teams, hands-on learning activities, or accelerated teaching.
- AA. Require education staff to develop and follow written lesson plans with consideration given to the educational and vocational learning needs of each youth. Lesson plans shall include goals, standards, activities, and modifications.
- BB. Require education staff document evidence of a student's level of achievement using local school district's procedural documentation or the optional Kentucky Academic Standards.
- CC. Assure grades, credits, diploma, certificate of completion, or a high school equivalency diploma (General Education Development – GED) earned by the youth is in compliance with Federal and state laws and regulations.
- DD. For youth eligible for GED testing, assure youth earns grades and credits toward a diploma while preparing for GED testing.

- EE. Vocational and educational assessments shall be completed within fourteen (14) days of the youth's admission if previous results are not available.
- FF. Review and revise, as needed, the Individual Learning Plan (ILP) for each youth and write an Individual Learning Plan Addendum (ILPA) or Individual Education Plan (IEP), as applicable, using results of educational and vocational assessments.
- GG. Update the Individual Learning Plan (ILP) when a youth earns a diploma, certificate of program completion or a GED. The plan shall include evaluated work experience, vocational education and/or higher education through correspondence or on-campus courses.
- HH. Assure a minimum of one educator attends each treatment team meeting scheduled during the 210 instructional school days. The educator will be an active participant in the development of each youth's initial Individual Treatment Plan (ITP) and attend weekly treatment team meetings to address youth's progress and transition needs. (Appendix A)
- II. Assure education progress reports of student achievement are forwarded to the parent or guardian on the same schedule as for students in the local school district.
- JJ. Assure each youth is included in district wide and statewide assessments.
- KK. Provide necessary instructional materials and specialized equipment that meet minimum state education standards including computers and data lines.
- LL. Provide remedial instruction/intervention to improve basic skills for students who score two or more grade levels below standard in reading or math.
- MM. Collaboratively develop with DJJ staff a code of acceptable school behavior and disciplinary measures which are complimentary to and are consistent with the facility behavior management system.
- NN. Student data including, but not limited to, grades and program participation shall be recorded in Infinite Campus. Assure each youth's educational record contains specific name of courses youth is taking or has completed, amount of time in the course, and grades and credits earned while in the program. This information is to be included when transferring records to the next agency providing education services.
- OO. Make all educational records available upon request to DJJ staff working with youth monitoring and evaluating services for the Department as permitted by federal and state laws and regulations including the Family Educational Rights and Privacy Act (FERPA).
- PP. Assure district staff is knowledgeable of the content of the daily log and records incidents as needed to enhance communication to better address the individual needs of the youth.
- QQ. Adhere to the Department's Education Policies and Procedures. (Appendix B)
- RR. Adhere to the Department's Code of Conduct and Code of Ethics Policies and Procedures and cooperate with investigation of misconduct. (Appendix C) If a violation occurs, disciplinary issues relating to school district personnel shall be governed by the local school district's policy and procedures. If the Department of Juvenile Justice provides written notice that it believes that any teacher and/or other educational staff has violated any Department of Juvenile Justice Policy, then the individual that is believed to have violated Policy shall not be allowed to return to the Department of Juvenile Justice's property, and the Contractor will forthwith provide a different teacher and/or other educational staff to replace the individual that would not be allowed to return.
- SS. Cooperate with the facility superintendent in obtaining the information and releases required for criminal and administrative background investigations to be conducted on any certified or classified

staff who may have contact with youth and agrees to not assign any certified or classified staff to work at the program who is not approved.

- TT. Ensure that each certified and classified education staff member submits a signed Confidentiality Agreement to the facility superintendent. School staff shall be prohibited from discussing a student's legal status with any other individual.
- UU. Adhere to and cooperate with the pursuit of accreditation standards to which the Department is subject.
- VV. Comply with the Prison Rape Elimination Act (PREA) (42 U.S.C. §15601, et seq.) and with all applicable PREA National Standards (28 C.F.R. Part 115). The basic tenets of compliance with PREA assert that DJJ and all associated contractors have a zero tolerance policy toward sexual abuse, sexual assault, sexual harassment or any other type of sexual misconduct between youth and youth or staff and youth. The school district agrees to notify the Department and promptly investigate any allegations or instances of any sexual misconduct. (Appendix D)
- WW. The school district will ensure education staff participates in all mandatory training requirements as directed by federal requirements, DJJ Policy, and American Correctional Association accreditation standards, either through its own training, or through participation in DJJ training. Mandatory trainings include but may not be limited to program-specific Emergency Procedure training and Prison Rape Elimination Act (PREA) training.
- XX. Participate fully in the monitoring of this agreement.
- YY. Assure there will be no discrimination against any applicant, or recipient of services on account of race, color, age, sex, disability, religious creed, ancestry, national origin or sexual orientation, gender identity, genetic information, political affiliation, or veteran status in performance of this agreement.
- ZZ. Assure the facility superintendent/designee is invited to participate on the interview panel for the hiring of any educational staff for the program.
- AAA. Allow the school principal or designee to participate on the interview panel for the hiring of any rehabilitation instructor or vocational staff for the program.
- BBB. Assure the school administrator/designee attends the facility management team meetings.
- CCC. Assure appropriate DJJ staff is invited to participate in educational meetings relative to the development or review of educational services for individual youth (i.e., Admissions and Release Committee (ARC) meetings).
- DDD. Items purchased with DJJ grant funding (Title I Part D) must be tagged and identified as Title I property.
 - 1. A written inventory shall be kept, including serial numbers, when applicable.
 - 2. Software licenses purchased by Title I Part D, needs to be tracked and identified on corresponding hardware.
 - 3. If any durable equipment purchased using Title I Part D funds has exceeded its useful life or is damaged to the point of not being useful, the equipment must be cleansed or destroyed according to School District policy and documented and reported to the Title I Part D Coordinator.
- EEE. Assure no DJJ youth is permitted access to e-mail, except in cases when email is required to access educational programs. In these cases, DJJ youth shall be closely monitored.
- FFF. Adhere to the Children's Internet Protection Act (CIPA) and assure that internet access is diligently supervised and is purposeful for the completion of academic/vocational learning objectives.

Section 2.

In relation to the agreement, the Department or its facility designee agrees to perform the following functions:

- A. Comply with all applicable federal and state laws and regulations for the services provided under this agreement.
- B. Provide the school administrator or designee as much notice as possible prior to a youth being admitted to or discharged from the facility.
- C. Assure that the school administrator or head teacher is notified of a suspected educational disability using the Child Find form.
- D. Provide the educators access to all pertinent records as permitted by law in order to meet the individual needs of the youth.
- E. Provide the school administrator notice of relevant meetings at the same time other Department staff is provided notice.
- F. Assure facility staff will provide supervision and supportive assistance in the course of all academic activities. Youth workers shall be included in classroom activities to the maximum extent possible and shall work cooperatively with all education staff.
- G. Require Department staff to read and record in the program's daily log to assure knowledge of any incident that may affect a youth's behavior or performance is communicated.
- H. Make the daily log accessible to district staff to enhance communication to better address the individual needs of the youth.
- I. Dispense all medication to the youth.
- J. Notify the School Administrator of any grievance involving the educational staff. Each agency will address the grievance according to their respective policy and procedures. If a mutually acceptable resolution is not reached within the timelines of the respective policies and procedures, the following action shall be initiated:
 - Step 1. The Department Regional Administrator and Contractor designee, who is not the School Administrator, will meet to discuss, clarify, and resolve the matter. This resolution will be formalized in writing and conveyed to the Facility Superintendent and School Administrator. If the matter cannot be resolved, the following action shall be initiated.
 - Step 2. The Department Regional Director and the Contractor Superintendent or designee, who is not the School Administrator, will meet within ten (10) working days. They will review the grievance, interview the individuals they deem appropriate and reach a resolution. This resolution will be formalized in writing and conveyed to the Facility Superintendent and School Administrator.
- K. Assure appropriate DJJ staff attends educational meetings relative to the development or review of educational services for individual youth (i.e., Admissions and Release Committee (ARC) meetings).
- L. Assure educators are assigned to treatment teams and a minimum of one educator attends each treatment team meeting scheduled during the 210 instructional days. The educator will be an active participant in the development of each youth's initial Individual Treatment Plan (ITP) and attend weekly treatment team meetings to address youth's progress and transition needs.
- M. Provide technical assistance through Education Branch staff.

- N. Collaboratively develop with the local school district staff a code of acceptable school behavior and disciplinary measures that are consistent with the facility behavior management system.
- O. Participate on the interview panel for the hiring of any educational staff for the program.
- P. Obtain information and releases required for criminal and administrative background investigations to be conducted on any certified or classified staff who may have contact with youth. Assure that criminal and background checks are completed for school staff.
- Q. Refuse an educational staff entry to a facility if they are found to be in violation of the Department's Code of Conduct or Code of Ethics policies and procedures.
- R. Schedule facility management team meetings, whenever possible, to allow the school administrator the opportunity to attend.
- S. Provide safety inspections at regular intervals.
- T. Consider the school calendar in the timing of discharge of youth from facility, whenever possible.
- U. In schools where DJJ provides internet services, a content filtering device will be used to ensure that Sexually Explicit Materials are not available via any video or computer system, software or hardware product, or internet service in any classroom setting or areas where youth are present within the offices and programs of the Department of Juvenile Justice.

Section 3.

Term: This agreement shall remain valid and in force for twelve (12) months from its effective date, provided it is not terminated pursuant to paragraph 22 of the Justice and Public Safety Cabinet Terms and Conditions below.

JUSTICE AND PUBLIC SAFETY CABINET TERMS AND CONDITIONS

1. Contractor shall comply at all times with all applicable federal, state, and local laws, regulations, executive orders, and attorney general opinions.
2. Contractor shall comply with all applicable Commonwealth of Kentucky Executive Department policies and procedures, and Commonwealth Office of Technology policies and procedures.
3. The Contractor shall report any and all acts and omissions constituting a violation of applicable federal, state, or local laws, policies and procedures, or this Agreement, to the Commonwealth in writing within one business day of the discovery of the violation.
4. Both parties, including any subcontractors or agents of each, agree to comply with all applicable state and federal confidentiality laws, including the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act, and to protect the security, confidentiality, and integrity of education and health information. The Contractor acknowledges and agrees that the Commonwealth shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief to enforce the requirements of this provision of this Agreement.
5. Vendors and other state agencies that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq. ("the Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set for in the Act.
 - 5.1. "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one(1) or more of the following data elements:
 - 5.1.1. An account, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
 - 5.1.2. A Social Security number;
 - 5.1.3. A taxpayer identification number that incorporates a Social Security number;

- 5.1.4. A driver's license number, state identification card number, or other individual identification number issued by an agency;
- 5.1.5. A passport number or other identification number issued by the United States government; or
- 5.1.6. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec. 1232g.
- 5.2. As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects, or maintains) personal information from the Commonwealth pursuant to the contract or agreement."
- 5.3. The Contractor agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
- 5.4. The Contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the Commonwealth, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology, of a determination of, or knowledge of, a breach, unless the exception set forth in KRS 61.932(2) applies and the Contractor abides by the requirements set for in that exception. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.
- 5.5. The Contractor agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.
- 5.6. Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the Contractor agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.
- 5.7. In accordance with KRS 61.932(2)(a), the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology.
- 6. The Contractor agrees that it will not distribute, divulge, publish, or release any data or information obtained from or owned by the Commonwealth without the prior written approval of the Commonwealth unless compelled to do so by law or by a judicially signed order from a court of competent jurisdiction. The Contractor acknowledges that it receives the Commonwealth's data or information solely for the purposes of this Agreement, and that its receipt of the Commonwealth's data or information in no way creates any ownership interest in the Commonwealth's data or information, unless explicitly provided otherwise within the terms and conditions of this Agreement.
- 7. The Contractor shall ensure that any and all access to Commonwealth data by Contractor personnel is limited to only those Contractor personnel with a necessary and essential purpose to fulfill the terms and conditions within this Agreement.
- 8. The Contractor shall not utilize Commonwealth data for the Contractor's benefit except as contemplated within and pursuant to the terms and conditions of this Agreement. The Contractor shall not sell or resell any and all Commonwealth data.
- 9. The Contractor shall ensure that any and all data transmitted and received on behalf of and as directed by the Commonwealth is transmitted and received only via secure methods and protocols.
- 10. Upon the expiration of the term of this Agreement, unless it is renewed prior to its expiration, the Contractor shall either: (1) return any and all data provided by the Commonwealth, destroy any and all copies of the data in whatever form they occur, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this Agreement; (2) destroy the data, including any and all copies of the data in whatever form they occur, without returning the data to the Commonwealth, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this Agreement; or (3) retain the data subject to the terms of this Agreement regarding data ownership, privacy, and breach. The Commonwealth retains discretion to choose the option Contractor shall perform. In the event that the Commonwealth has not communicated to the Contractor which option should be followed, the Contractor shall perform the actions listed in option (1).
- 11. The parties agree that they receive all information communicated between them before the execution of this Agreement in strict confidence and that the receiving party, its agents, or employees shall not, without prior written consent of the other party, disclose any such information, subject to Commonwealth of Kentucky and federal disclosure laws.

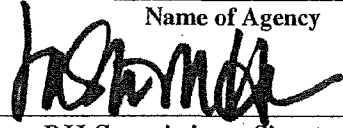
12. The Contractor shall not represent that a working copy, draft, or the finalized version of this Agreement is identical to a previous iteration of this Agreement if the Contractor has made edits since the last iteration. The Contractor shall clearly present all edits, either through editing functions in word processing software, or as a list provided contemporaneously with the most recently edited iteration.
13. During the term of this Agreement, Contractor shall be authorized in its sole discretion to discipline, terminate, or take any other personnel action against Contractor personnel. Upon communication by Commonwealth of an issue with Contractor personnel, Contractor shall have the sole authority to take action to effect a solution.
14. In no event shall any person or entity be deemed to be a third-party beneficiary of this Agreement.
15. The Contractor acknowledges that the Commonwealth may execute agreements with other vendors for additional or related goods and services that address, interact with, or otherwise regard this Agreement. The Contractor shall fully cooperate with such other vendors and vendor personnel, agents, and designees. The Contractor shall not commit any act; allow any omission; or permit its personnel, agents, or designees to commit any act or allow any omission that will interfere with the performance of work by any other vendor or any other vendor's personnel, agents, or designees.
16. Each party shall provide a contact to resolve any and all issues related to this Agreement and promptly update the contact information as necessary.
17. All notices under this Agreement shall be given in writing. Electronic mail constitutes a writing.
18. No change, waiver, or discharge of any liability or obligation under this Agreement on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
19. No party shall assign its respective rights or obligations under this Agreement without prior written consent of the other party. Any purported assignment or delegation in violation of this Agreement is void.
20. The terms and conditions of this Agreement may only be amended by mutual written consent of both parties.
21. The Contractor agrees that any and all violations of this Agreement may result in the immediate termination of this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.
22. Both parties shall have the right to terminate and cancel this Agreement at any time not to exceed thirty (30) days' written notice served on the other party by registered or certified mail.
23. The parties agree that any claim, action, or lawsuit arising under this Agreement must be brought in Franklin Circuit Court in the Commonwealth of Kentucky.
24. If any term or provision or any part of this Agreement is declared invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law.
25. This Agreement is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this Agreement.
26. Nothing in this Agreement shall be deemed to waive, or otherwise limit, the rights, privileges, immunities, including sovereign immunity granted under Kentucky Constitution §§ 230 & 231 and the United States Constitution Eleventh Amendment, and matters of defense now available or hereafter made available to the Commonwealth and/or its officers and employees.

COMMONWEALTH: Department of Juvenile Justice

Name of Agency

APPROVED:

BY:



DJJ Commissioner Signature

DATE:

6/10/20

CONTRACTOR: Kenton County School District

Name of Agency

APPROVED:

BY:


Signature

TITLE:

Superintendent

DATE:

7-7-20

Attachment #7

KECSAC PROGRAM IMPROVEMENT PLAN for School Year 2020-2021

ACTION COMPONENT (x): ☒ Academic Performance ☐ Learning Environment ☐ Efficiency

STANDARD (X):

<input type="checkbox"/> Curriculum	<input type="checkbox"/> Culture	<input type="checkbox"/> Leadership
<input type="checkbox"/> Assessment	<input type="checkbox"/> Support	<input type="checkbox"/> Resources/ Organization
<input checked="" type="checkbox"/> Instruction	<input type="checkbox"/> Professional Development	<input type="checkbox"/> Planning

District Name Kenton County SD **Component Manager** K. Hendrix **Preliminary (X)** X

Program Name NKYDC **Date** June 23, 2020 **Revised (X)**

Priority Need {Data-Driven}	Goal {Addresses the Priority Need}
Students use the online Edgenuity program for the majority of their coursework in earning their high school credits. According to our last audit (Sept 2019), students continue to report a desire to receive another mode of instruction that is more engaging and will increase the number of high school credits earned.	Teachers deliver direct instruction to the whole class or as a small group to students at least twice a week for the entire school year.
Causes of the Need	
The culture of learning has relied on computer-based instruction as the main method for delivering instruction. While a step in the right direction occurred last year (2019-2020) with the implementation of direct instructional lessons twice a week, the interruption of this new type of services discontinued in March	The expectation that teachers provide direct instruction at least twice a week has been established and will continue to be monitored through a teacher schedule of direct instruction lessons as well as walk-through observations.

when the COVID Non- Traditional Instruction occurred. The staff at the facility hope to return to school next year and increase the in-person, direct instructional style in delivering content curriculum.		
Evidence of the Causes	Measures of Objectives	
Administrator walk-through observations revealed a culture of online learning	<p>Schedule of teachers delivering direct instruction to either the whole class or a small group.</p> <p>Informal walk-through observations will provide mid-point checks on whether there is an increase in direct instruction. To determine its impact on student learning, there will be a comparison of the average number of high school credits earned from before the direct instruction imitative began (September 2018) to after it has been in place for an extended period of time (May 2021).</p>	

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
Varied learning methods/strategies	Incorporate varied high interest, quality learning activities into the school day	Increased student engagement & increased number of earned credits	admin & teachers	Aug. 19, 2020	May 28, 2021	\$0.00	N/A

Attachment #8

KECSAC

Implementation and Impact Check for School Year 2019-2020

NOTE: The Implementation and Impact Check should be completed at the end of the school year and is used to document the implementation of strategies/activities from the Program Improvement Plan as well as provide evidence and outcomes of the activity. Submit this document with the 2019-2020 Memorandum of Agreement.

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
Varied Learning Methods/ Strategies	Incorporate varied high interest, quality learning activities into the school day	I	Yes	Comparison of Number of Earned High School Credits 18-19: <u>92 credits</u> (56 students= averages 1.6/student) 19-20: <u>76.5 credits</u> (26 students= averages 2.9/student)	Previously, students reported enjoying and learning during the whole class lessons; however, they also expressed concern with not receiving high school credit for their work like they do with their online learning. As a result, during the 2019-2020 school year, teachers conducted lessons that aligned with students' current online lessons and directly assisted them with obtaining high school credits.
Why Try	Implement Why Try program with fidelity	I	Yes	Student informal survey reported that 100% of the students enjoyed the lessons and participating in the lesson helped them to look at the world in a different manner. For	Teacher implemented the program for the first time this year. She included other staff members in her collaborative activities and conducted monthly lessons for all students.

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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				example: looking at how others view you not as how you are but what people think based on limited information about you.	

Attachment #9
Comprehensive Facility Transition Plan
Northern Kentucky Youth Development Center

Transition Component: Academic Education

Objective: To provide all students with curriculum and instruction aligned to state standards and meeting individualized needs, which will allow for successful transition into their previous educational setting or the most appropriate academic environment upon discharge from the program.

Strategy/Task	Implementation Measures/Resources
1. NKYDC staff including teachers will review with the student their past educational experiences and whether they were at any time given special educational services	Student Educational Records including any pertinent IC documents (IEP, transcripts, PLP, etc)
2. Administrator or designee will complete with the student an ILPA and discuss course of study with interests as well as future career plans.	Learning Styles Inventory ILPA, Interest Test
3. Teacher will provide a TABE test as well as a Skills in Reading Inventory (SRI) test to determine the student's ability level and determine if a reading intervention program is appropriate for the student. Student will take the CERT test at the next available round of CERT testing.	Test of Adult Basic Education (TABE) Read 180 Skills in Reading Inventory (SRI) College Equipped Readiness Tool (CERT)
4. Provide periodic reviews to allow for any necessary modifications to plan - Teachers will complete 60 day treatment reviews for students - Teachers will complete each grading period a report of progress to send home to parents and rewards educational progress	Treatment Team Meetings IEP meetings 60 day review Report cards
5. Prior to discharge, a meeting will be held involving student, and any others involved, reviewing academic needs and planning for successful transition. - The students and teachers will develop a Transition Folder both physical and electronic for the student to take with them as they leave the facility. Students will be given a flash drive when they leave with this information on it and will know how to safely protect the data. In this folder will be many resources to help them transition to the community successfully: Information in this folder will include: • Student resume	The teacher should obtain notification from the counselor two weeks prior to discharge. Immediately upon notification, the teacher notifies the school secretary. • The teacher administers the TABE as a post-test & the results are forwarded to the school secretary. • Teacher will complete report card.

<ul style="list-style-type: none"> • List of job contacts • Copy of birth certificate • Copy of social security card • Transcript • Mental Health resource list • Vocational and Educational Certificates • List of KY GED testing centers • Copy of College Tuition Waiver form 	<p>The school secretary shall forward all school records including copies of the portfolio and the vocational folder to the receiving school.</p> <ul style="list-style-type: none"> • If the receiving school is unknown, the records may be sent without a request for records • The school secretary should ask for a request of records for each student as soon as the student is enrolled. • Many records may be sent prior to discharge or immediately upon discharge. • All records will be sent within 5 days if a receiving school is known.
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