

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 **Danville Independent Schools**, (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 **Sunrise Children's Services-Woodlawn Children's Campus** 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 – Danville Independent Schools

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 **Danville Independent Schools** 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

Danville Independent Schools

FIRST PARTY

Eastern Kentucky University

Dr. Tammy Shelton Date
Superintendent

Gustav A. Benson, Director Date
Division of Sponsored Programs

Dr. Ronnie Nolan Date
KECSAC Director

ATTACHMENT 1

Kentucky Educational Collaborative For State Agency Children Budget for 2021 Fiscal Year July 1, 2020 - June 30, 2021

The total educational budget must be submitted in project budget report MUNIS format. The State Agency Children's Fund and SEEK must be included in the MUNIS report which is submitted with this MOA.

If a program does not receive SEEK funds a memo must be submitted stating that the state agency children are taught at the local school district.



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DANVILLE INDEPENDENT SCHOOLS
MTD PROJECT BUDGET REPORT

P 1
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PROJECT NUMBER: 103F
STATE CODE:
CFDA NUMBER:
GRANT AMOUNT:

KECSAC FY 19-20
THROUGH JUL 2020
TINA WRAY
AMY ROBBINS

THROUGH JUL 2020

DESCRIPTION	ENCUMBRANCE	REVISED BUDGET	* * * * *	MONTH TO DATE	* * * * *	EX P E N D I T U R E S * * * * *	QUARTER TO DATE	YEAR TO DATE	PROJECT TO DATE	AVAILABLE BUDGET
103F KECSAC FY 19-20										
220 GRANT REVENUE SRF										
3200 RESTRICTED STATE REVENUE	.00	6679.96	.00	.00	.00	.00	.00	.00	-117083.96	6679.96
TOTAL GRANT REVENUE SRF	.00	6679.96	.00	.00	.00	.00	.00	.00	-117083.96	6679.96
3502198 SUNRISE CHILDRENS CAMPUS-SAC										
0110 CERTIFIED PERMANENT SALARY	.00	-7447.60	534.20	534.20	534.20	102233.80	534.20	534.20	102233.80	-7981.80
0111 EXTENDED DAYS	.00	.44	151.40	151.40	151.40	2438.84	151.40	151.40	2438.84	-151.84
0112 EXTRA SERVICE PAY	.00	.36	123.42	123.42	123.42	1602.06	123.42	123.42	1602.06	-123.06
0113 OTHER CERTIFIED SALARIES	.00	-500.00	.00	.00	.00	6500.00	.00	.00	6500.00	-500.00
0120 CERTIFIED SUBSTITUTE SALARY	.00	.00	.00	.00	.00	91.00	.00	.00	91.00	.00
0222 EMPLOYER MEDICARE CONTRIBUTION	.00	-57.00	11.18	11.18	11.18	1576.18	11.18	11.18	1576.18	-68.18
0231 KTRS EMPLOYER CONTRIBUTION	.00	-240.61	24.28	24.28	24.28	3385.89	24.28	24.28	3385.89	-264.89
0253 KSEA UNEMPLOYMENT INSURANCE	.00	-4.67	.00	.00	.00	100.67	.00	.00	100.67	-4.67
0580 TRAVEL	.00	250.00	.00	.00	.00	.00	.00	.00	.00	250.00
0610 GENERAL SUPPLIES	200.00	1411.00	.00	.00	.00	.00	.00	.00	.00	1211.00
TOTAL SUNRISE CHILDRENS CAMPUS-SAC	200.00	-6588.96	844.48	844.48	844.48	117928.44	844.48	844.48	117928.44	-7633.44
TOTAL KECSAC FY 19-20	200.00	91.00	844.48	844.48	844.48	844.48	.00	.00	844.48	-953.48
TOTAL REVENUES	.00	6679.96	.00	.00	.00	-117083.96	.00	.00	-117083.96	6679.96
TOTAL EXPENSES	200.00	-6588.96	844.48	844.48	844.48	117928.44	844.48	844.48	117928.44	-7633.44
GRAND TOTALS	200.00	91.00	844.48	844.48	844.48	844.48	844.48	844.48	844.48	-953.48

AUTHORIZED SIGNATURE:

[Signature]

DATE:

9/3/20



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DANVILLE INDEPENDENT SCHOOLS
MTD PROJECT BUDGET REPORT

P 2
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REPORT OPTIONS

Sequence	Field #	Total	Page Break
1	12	Y	N
2	09	Y	N
3	11	Y	N
4	00	N	N

File output: N
Year/Period: 2021/01
Print revenue as credit: Y
(F)ull or (S)hort desc: F
Print full GL account: N
Double space: N
Summ objs to position: 4
Roll to major project? N
Print journal detail: N
Year/period: 2020/01
to
Year/period: 2020/12
Sort by JE # or PO #: P
Detail format option: 1

Report title:
MTD PROJECT BUDGET REPORT

Print totals only: Y
Include Encumbrances: Y
Multiyear view: Fiscal year

** END OF REPORT - Generated by TERESA OSBOURN **

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 **SUNRISE ACADEMY** for the current Fiscal Year and the amounts stated are appropriated for the purposed indicated.

Federal Programs Allocation FY21	
Title I, Part A	\$ 2,321.99
Title I Part D, Subpart 2 Neglected & Delinquent	\$
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	\$ 2,321.00

State Programs Allocation FY21	
General/District Funds	\$
Local Tax Dollars	\$
Family Resources Youth Service Centers	\$
Gifted talented	\$
Extended School Services	\$
Preschool	\$
Professional Development	\$
Textbooks	\$
Safe Schools	\$
KECSAC	\$111,942.00
Read to Achieve	\$
Dropout Prevention	\$
Community Education	\$
Local Area Vocational	\$
20% Vocational Funds	\$
Commonwealth School Improvement	\$
Elementary Arts & Humanities	\$
Math, Achievement Fund	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
Total	\$ 114,263.99

ATTACHMENT 3

2020-2021 School Calendar for Danville Independent and Sunrise Academy 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	Inst. Days	Extended Days	Non-Inst Days	Vac Days	Total Days
July 2020																					0	15	0	8	23
Aug	8/3	V	V	V	V	PD	PD	PD	PD	PD	PD	PD	PD	PD	PD	PD	PD	PD	PD	PD	3	0	13	5	21
Sept																					21	0	1	0	22
Oct																									
Nov	11/2	I	V	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	17	2	0	3	22
Dec																					14	0	1	8	23
Jan 2021																					19	0	2	0	21
Feb	2/1	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	19	0	1	0	20
Mar	3/1	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	23	0	0	0	23
April																					17	0	0	5	22
May	5/3	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	14	0	5	0	19
June																					0	15	0	3	18
																					164	33	24	34	255

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.

A=Administrative Days/No School I=Instructional (177 Days or Equivalent Hours)

E=Extended KECsAC (33 Days)

H=Holidays PD=Professional Development Days V=Vacation Day

M=Make Up Day

O=Opening Day

C=Closing Day

ATTACHMENT 4



Sunrise Academy Make-Up Day Plan *2020-2021 School Year*

The Sunrise Academy-PRTF will follow the Danville Schools' make-up plan. All missed days of instruction will be made up at the end of the school year, as noted on the calendar. If necessary, additional make-up days will be added beyond what is currently allotted to ensure the program provides the number of instructional days/hours required by *505 KAR 1:080*.

Our calendar includes the provision of extended day services within the regular school calendar to help ensure the required 33 days are provided and to allow more students to benefit from the enrichment.

Danville Independent 08/10/2020 through 06/09/2021	DANVILLE HIGH SCHOOL 2020-2021 Calendar Year	Calendar Report 09/03/2020 // 10:19:50 AM
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Legend

	Non-instructional day
	Non school day

Key Dates

Mo, Aug 10.....	Non-instructional Day, Professional Day
Tu, Aug 11	Non-instructional Day, Professional Day
We, Aug 12.....	Non-instructional Day, Professional Day
Th, Aug 13	Non-instructional Day, Professional Day
Fr, Aug 14	Non-instructional Day, Professional Day
Mo, Aug 17.....	Non-instructional Day, Professional Day
Tu, Aug 18	Non-instructional Day, Professional Day
We, Aug 19.....	Non-instructional Day, Professional Day
Th, Aug 20	Non-instructional Day, Professional Day
Fr, Aug 21	Non-instructional Day, Professional Day
Mo, Aug 24.....	Non-instructional Day, Professional Day
Tu, Aug 25	Non-instructional Day, Professional Day
We, Aug 26.....	Non-instructional Day, Opening
Th, Aug 27	Instructional Day, Non-traditional Instruction
Fr, Aug 28	Instructional Day, Non-traditional Instruction
Mo, Aug 31.....	Instructional Day, Non-traditional Instruction
Tu, Sep 1	Instructional Day, Non-traditional Instruction
We, Sep 2	Instructional Day, Non-traditional Instruction
Th, Sep 3	Instructional Day, Non-traditional Instruction
Fr, Sep 4	Instructional Day, Non-traditional Instruction
Mo, Sep 7	Non-instructional Day, Holiday
Tu, Sep 8	Instructional Day, Non-traditional Instruction
We, Sep 9	Instructional Day, Non-traditional Instruction
Th, Sep 10	Instructional Day, Non-traditional Instruction
Fr, Sep 11	Instructional Day, Non-traditional Instruction
Mo, Sep 14.....	Instructional Day, Non-traditional Instruction
Tu, Sep 15	Instructional Day, Non-traditional Instruction
We, Sep 16.....	Instructional Day, Non-traditional Instruction
Th, Sep 17	Instructional Day, Non-traditional Instruction
Fr, Sep 18	Instructional Day, Non-traditional Instruction
Mo, Sep 21.....	Instructional Day, Non-traditional Instruction
Tu, Sep 22	Instructional Day, Non-traditional Instruction
We, Sep 23.....	Instructional Day, Non-traditional Instruction
Th, Sep 24	Instructional Day, Non-traditional Instruction
Fr, Sep 25	Instructional Day, Non-traditional Instruction
Mo, Sep 28.....	Instructional Day, Non-traditional Instruction
Tu, Sep 29	Instructional Day, Non-traditional Instruction
We, Sep 30.....	Instructional Day, Non-traditional Instruction
Th, Oct 1	Instructional Day, Non-traditional Instruction

Fr, Oct 2	Instructional Day, Non-traditional Instruction
Mo, Oct 5	Non school Day, Break
Tu, Oct 6	Non school Day, Break
We, Oct 7	Non school Day, Break
Th, Oct 8	Non school Day, Break
Fr, Oct 9	Non school Day, Break
Tu, Nov 3	Non school Day, Break
We, Nov 25.....	Non school Day, Break
Th, Nov 26	Non-instructional Day, Holiday
Fr, Nov 27	Non school Day, Break
Mo, Dec 21.....	Non school Day, Break
Tu, Dec 22	Non school Day, Break
We, Dec 23.....	Non school Day, Break
Th, Dec 24	Non school Day, Break
Fr, Dec 25	Non school Day, Break
Mo, Dec 28.....	Non school Day, Break
Tu, Dec 29	Non school Day, Break
We, Dec 30.....	Non school Day, Break
Th, Dec 31	Non school Day, Break
Fr, Jan 1	Non school Day, Break
Mo, Jan 18	Non-instructional Day, Holiday
Mo, Feb 15.....	Non-instructional Day, Holiday
Mo, Apr 5	Non school Day, Break
Tu, Apr 6	Non school Day, Break
We, Apr 7	Non school Day, Break
Th, Apr 8	Non school Day, Break
Fr, Apr 9	Non school Day, Break
Fr, May 21	Non-instructional Day, Planning
Mo, May 24.....	Non-instructional Day, Planning
Tu, May 25.....	Non-instructional Day, Planning
We, May 26.....	Non-instructional Day, Closing
Th, May 27	Non school Day, Makeup
Fr, May 28	Non school Day, Makeup
Mo, May 31.....	Non school Day, Makeup
Tu, Jun 1	Non school Day, Makeup
We, Jun 2	Non school Day, Makeup
Th, Jun 3	Non school Day, Makeup
Fr, Jun 4	Non school Day, Makeup

July

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
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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: Danville Independent **School Code:** 350

Name of Treatment Program: Sunrise Academy

A.	Projected 2020-2021 School Year Average Daily Attendance (ADA)	<u>27.00</u>	
B.	Projected Base SEEK \$4,040 x ADA		\$ <u>109,080.00</u>
C.	Projected At-Risk Add-on \$4,040 x 0.15 x ADA for residential & group home youth*		\$ <u>16,362.00</u>
D.	December 1, 2019 Child Count: Severe (Low) <u>8</u> Moderate <u>6</u> Speech (High) <u>0</u>		
D1.	Projected Low Incidence Add-On ¹ \$4,040 x 2.35 = \$9,494 x 12-1-19 Child Count		<u>75,952.00</u>
D2.	Projected Moderate Incidence Add-On ² \$4,040 x 1.17 = \$4,727 x 12-1-19 Child Count		\$ <u>28,362.00</u>
D3.	Projected High Incidence Add-On ³ \$4,040 x 0.24 = \$970 x 12-1-19 Child Count		\$ <u>0.00</u>
E.	Total Projected SEEK for 2020-2021 School Year		\$ <u>229,756.00</u>
F.	SEEK Funds to be provided by Kentucky Department of Education State Ratio** <u>70.00%</u> x Total Projected SEEK (Line E)		\$ <u>160,829.20</u>

* 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
2020-2021 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.

INTERAGENCY LINKAGE AGREEMENT
BETWEEN
DANVILLE INDEPENDENT SCHOOL DISTRICT
AND
SUNRISE CHILDREN'S SERVICES, INC.-WOODLAWN CENTER

This Interagency Linkage Agreement between the Danville Independent Schools, henceforth referred to as "School System", and the Sunrise Children's Services, Inc. 400 Cunningham Drive, Danville, Kentucky 40422 (in its psychiatric residential treatment program), henceforth referred to as "Agency", sets forth terms of cooperation and coordination. These terms are intended to foster the provision of coordinated and high quality school and residential services for emotionally disturbed children and youth, henceforth called "students".

THE SCHOOL SYSTEM AGREES TO:

- 1) Provide educational services for all school-age students in the Agency's residential treatment program consistent with their mutually agreed upon identified educational needs.
- 2) Participate in Agency Meetings that are relevant to students' educational progress.
- 3) Notify Agency staff of school meetings related to the development or review of educational services for individual students.
- 4) 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 Plans.
- 5) Collaborate with Agency staff in the design, implementation and/or revision of behavioral interventions in the classroom setting.
- 6) Notify the facility of any incident occurring in the classroom or at school of a disciplinary nature.
- 7) Work cooperatively with the Agency to facilitate enrollment, discharge, or transitioning of students from one educational setting to another.
- 8) In cooperation with the Agency, agree to an annual budget regarding students' educational expenditures.
- 9) Provide instructional goals and objectives for the education of State Agency Children, as required by the Cabinet for Families and Children (CFC) and the KECSAC MOA.
- 10) Maintain the confidentiality of any student in the Agency's care limiting disclosures to those authorized by signed consent forms signed by a parent or legal custodian.
- 11) Provide the Agency with access and copies via signed consent forms of the Individual Educational Plans as required by the Agency's regulation and as permitted by signed consent forms.

THE AGENCY AGREES TO:

- 1) Provide the school system as much notice as possible prior to the admission, discharge, or transfer of an Agency student.
- 2) Provide the school system all pertinent student records and information as permitted by signed consent forms regarding the student's academics, etc.
- 3) Notify school system staff of scheduled meetings for case review and offer sufficient notice and opportunity for School System staff participation.
- 4) Collaborate with School System staff in the design, implementation, and/or revision of behavioral interventions in the classroom setting.
- 5) Inform School System staff of any medications to be administered at school, and any changes in medications throughout the school year.

- 6) In cooperation with the School System, agree to an annual budget regarding students' educational expenditures.
- 7) Provide the School System all pertinent student records and information as permitted by signed consent forms regarding the students' academics, achievement scores, I.Q.'s, etc.
- 8) Provide case coordination services for any Agency student unless a case management provider outside the Agency has precedence.
- 9) Collaborate with the School System regarding any referred cases that have special educational needs.

Commitment to this Agreement signifies each party's efforts toward professional collaboration for provision of quality residential and educational services to each school age individual for whom we share responsibility. This Agreement shall be in effect from July 1, 2020 to June 30, 2021, at which time there will be a review by each party for any needed amendments or further agreements.

Shirley Goodnow
Executive Director Sunrise Children's
Services, Inc.

DATE: 7-13-2020

Rebecca M. Moines
Clinical Director

DATE: 7-15-2020

Sammy McDonald
Superintendent, Danville Independent
Schools

DATE: 6-19-2020

Stacy Pheley
Program Director

Date 7-15-2020

ATTACHMENT 7

2020-2021 Program Improvement Plan

Per the Kentucky Board of Education (April 6, 2005), all KECSAC programs are required to submit an updated Program Improvement Plan for the academic year. This plan should be based on CATS data, KECSAC program improvement visits and other surveys or data collected by individual programs. In addition, the Program Improvement Plan should be specific to the individual program and address the educational needs of state agency children.

KECSAC PROGRAM IMPROVEMENT PLAN **for School Year 2020-2021**

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

STANDARD (x): (☐) Curriculum (☐) Culture (☐) Leadership

 (☐) Assessment (☐) Support (☐) Resources/Organization

 (☒) Instruction (☒) Professional Development (☐) Planning

District Name Danville Independent **Component Manager** Tina Wray **Preliminary (X)** X

Program Name Sunrise Academy **Date** July 21, 2020 **Revised (X)**

Priority Need {Data-Driven}	Goal {Addresses the Priority Need}
<p>An analysis of student progress monitoring data revealed that 52% of students assessed in the area of reading comprehension fell 1.5 + grade levels below their same age peers.</p> <p>During NTI, the elementary and middle school classrooms had little to no access to a platform for student engagement</p>	<p>Students scoring 1.5 + grade levels below their same age peers in the area of reading comprehension will increase their performance by 1.0 (grade level) as evidenced by student progress monitoring.</p> <p>Teachers will be provided with an online platform to deliver virtual instruction and assessment and increase student engagement.</p>

Causes of the Need	Objectives for Reaching the Goal
<ul style="list-style-type: none"> • We have not provided quality PD that focuses on specific strategies for teaching reading comprehension • We have not consistently taught reading comprehension strategies, especially across content areas • The majority of students enrolled at Sunrise have had multiple school, home and hospital placements, resulting in a lack of consistent instruction • An abrupt shift to virtual learning, with no previous NTI utilization/experience, created a need for virtual platforms to support student learning 	<ol style="list-style-type: none"> 1. Teachers will be provided with quality PD and follow-up on the topic of teaching and utilizing reading comprehension strategies across content areas. 2. Teachers will utilize research based reading comprehension strategies across content areas. 3. All students will have access to an online learning platform for instruction, engagement, and assessment (Google Classroom for East and Lowe and Seesaw for West). Additional instructional support will be provided through Google Meet

Evidence of the Causes	Measures of Objectives
<ul style="list-style-type: none"> • Informal assessments (CBM) and MAP data supports the fact that the majority of students who enroll at Sunrise perform 1.5+ grade levels below the level of same age peers in the area of reading comprehension. • PD focusing on research based reading comprehension strategies has not been a mandatory part of staff PD plans. • Reading comprehension strategies are not consistently taught across content areas. • The students in the elementary unit relied heavily on paper packets for instructional delivery because an online platform was not available upon switching to virtual instruction. • The students in the middle school unit utilized paper packets with some assignments in Edgenuity. 	<ul style="list-style-type: none"> • Ongoing progress monitoring data will be analyzed twice monthly and shared during monthly PLC meetings. Student entrance and exit performance • Classroom observations will document teachers' utilization of reading comprehension strategies across content areas. • Teacher lesson plans will include specific reading comprehension strategies utilized across content areas. • All students will have access to a device and an online learning platform (West- Seesaw, East and Low-Edgenuity) for instruction, engagement, and assessment. Teachers will also conduct classes virtually via Google Meet. • Teachers will receive any trainings necessary related to the utilization of the online learning platforms

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	Teachers will be provided with quality PD and follow-up on the topic of teaching and utilizing reading comprehension strategies across content areas.	Teachers will design lessons across content areas that include reading comprehension strategies	DoSE, Teachers	August 10, 2020	June 30, 2021	None We will utilize free trainings through CKEC	None
2A	Teachers will utilize research based reading comprehension strategies across content areas.	Students will learn and utilize reading comprehension strategies, improving performance across content areas	DoSE, Teachers	August 26, 2020	June 30, 2021	None	None
2B	Student progress data will be reviewed monthly during PLC meetings	Student data will be used to guide instruction. Teachers will be provided with any follow-up needed	DoSE, Teachers	September 2020	May 28, 2021	None	None
3	All students will have access to an online learning platform for instruction, engagement, and assessment	Increased engagement, communication, instruction	DoSE, Technology Director	September 2020	Ongoing	None	None

ATTACHMENT 8

Implementation and Impact Check

As part of the Program Improvement Planning process, KECSAC is requiring each program to complete an Implementation and Impact Check Report based upon the submitted 2019-2020 Program Improvement Plan. The report should include updates on the goals set from the previous academic year.

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 2020-2021 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
1	The Lowe teacher will assist all students with completion of a multi-year course of study	I	Yes	Review of student folders, courses taken, and transcripts, shows that students were enrolled in courses that allowed them to complete partial credits and align with their ILP	The teacher made the completion of the MYCS part of the routine for the students' first transition week.
2	The district SE Consultant will be assigned responsibility for transcript receipt and verification	I	Yes	Having up to date transcripts greatly assisted in assigning students to appropriate courses for credit.	This person worked diligently to contact previous enrollment locations to verify credits and current courses
3	Designation of at least 30 minutes of instructional time, 90 days during extended days, for credit recovery	I	Yes	A review of the transcripts of exiting students shows that on average, students completed 1.5 to 2 additional credits due to the additional time devoted to credit recovery.	This time was built into the schedule for our high school students. They were also able to continue work on their courses after school hours.
3b	Students will have access to Edgenuity/online learning platform	I	Yes	The online platform gave students flexibility to complete individualized coursework at their own pace, including time beyond school hours. This was very beneficial during NTI as instruction continued on this platform.	The teacher had access to supports within the district for technical support and students had flexible time to work on completing courses.
4	Teacher training on utilization of multi-sensory/kinesthetic strategies in core content classes	IP	Yes	Teachers reported that students were more engaged in learning activities that were project based, which lead to better understanding and retention of material (culinary activities that included math, cultural studies, and writing, robotic kits that covered math and science, gardening activities that covered science, math, and social studies)	While the coop offered some multi-sensory trainings, they focused only on math and reading. However, teachers utilized more self-created project based activities and assessments.
5	Staff trainings, monthly administrative meetings	IP	Yes	Improved communication regarding needs, concerns, and program schedules.	While we did not have any trainings, we were able to increase the frequency of our communications.

ATTACHMENT 9

Student Transition Plan

KECSAC programs are required to submit a Student Transition Plan (STP) for the 2020-2021 academic year. The STP should outline the program's procedures for transitioning state agency children from one educational program to the next instructional or vocational setting. The STP shall comply with the transition plan and service requirements of the Individual with Disabilities Education Act (IDEA), enacted as 20 USC 1200 to 1491o, 707 KAR 1:320 for students with educational disabilities.

The Student Transition Plan shall include procedures that address the transfer of student educational records.

505 KAR 1:080 stipulates that the last school or district a state agency youth attends prior to placement in a state agency program shall be responsible for forwarding the educational records to the state agency program within five (5) school days of receipt of the request.

The school administrator shall ensure that the educational records of state agency children are forwarded to the receiving school within five (5) school days following the release of the youth from the treatment facility.

(Please refer to KECSAC policies 04.2 and 04.21 regarding Records and the Educational Passport.)

Comprehensive Facility Transition Plan

SUNRISE ACADEMY

Transition Component: Academic Education

Objective: To provide all students with individualized instruction, aligned curriculum, support/related services, and transition activities in a safe, structured, and engaging environment. Upon discharge, students will be prepared for successful transition into their next educational placement.

Strategy/Task	Implementation Measures/Resources
1. Upon admission, all students will complete various academic assessments in the areas of reading and math. Assessment results are analyzed and utilized to plan instruction specifically calculated to meet each individual student's needs.	CBM, NewsELA, ReadWorks, Dreambox, access to district instructional coaches, student performance discussed in monthly PLC meetings
2. The District Special Education Consultant collaborates with staff to ensure receipt of all academic transcripts and records. The high school teacher meets individually with all students in grades 9-12 to develop a multiyear course of study to ensure they are enrolled in the appropriate courses for their ILP.	ILP, MYCoS, consultation meetings with District Special Education Consultant to review records
3. Teachers are provided the opportunity to participate in PD specifically geared to the needs of the students they serve. Instructional coaches in the district are available to provide any needed guidance and support	KECSAC trainings, CKEC trainings, other trainings as approved by the DoSE, access to district instructional coaches, instructional walk-throughs, PLC meetings
4. The District Special Education Consultant is responsible for scheduling and chairing all ARC meetings. District staff (OT, PT, SLP, and School Psychologist) are assigned to Sunrise to provide related services per IEPs and conduct evaluations required for special education eligibility.	Related service providers assigned to Sunrise maintain a schedule, record of treatments and progress notes. The DSEC schedules and completes all paperwork for ARC meetings.
5. All students have access to a device and a virtual learning platform to increase engagement and individualize the online learning experience.	Seesaw, Edgenuity, Khan Academy, Chromebook labs
6. All teachers are Special Ed certified to enable them to provide specially designed instruction for students with IEPs.	DoSE consults with teachers regarding IEP needs and compliance

Comprehensive Facility Transition Plan SUNRISE ACADEMY

Transition Component: Vocational Education

Objective: All students will be provided with college and career awareness activities that build academic, soft skills and life skills necessary for successful post-secondary transition.

Strategy/Task	Implementation Measures/Resources
1. All students will be engaged in opportunities designed to expand students' career related learning experiences.	Guest speakers, college visits (BCTC), career focused field trips, career related curriculum and activities
2. Upon admission, students in grades 8-12 will complete reading and math assessments and interest inventories to identify needs, strengths and career/vocational interests to enable staff to individualize lessons, activities, and opportunities.	ReadWorks, NewsELA, CAREERwise, Khan Academy math placement test
3. Parents of students in grades 8-12 will be given the opportunity to participate in their child's post-secondary planning. Staff and students will share information from interest inventories, progress data related to life skills/career and vocational lessons and activities to assist in developing appropriate post-secondary goals and objectives for the IEP and ILPA.	Progress monitoring data, IEP review, ILP, ILPA
4. The high school students participate in a Life Skills class where they learn critical thinking skills, problem solving skills, effective communication skills, meal planning and preparation, basic personal finance, and career exploration. Guest speakers and community field trips (live and virtual) are utilized to enrich the students' experience.	Instructional walk-throughs, lesson plans, budget funds, community resources, guest speakers
5. Transition Consultants with CKEC will be utilized to provide individual and small group pre-ETS services focused on career development skills and college and career opportunities.	CKEC consultants, possible virtual transition fair

Comprehensive Facility Transition Plan

SUNRISE ACADEMY

Transition Component: Health/Mental Health

Objective: All students will have access to medical and individualized mental health services and supports.

Strategy/Task	Implementation Measures/Resources
1. Upon enrollment, the treatment team (staff nurse, therapist, psychiatrist, staff) will review all received medical and behavioral records to develop an individualized treatment plan that includes the prescription, administration, and monitoring of medication (if needed) as well as individual and group therapy.	Supervision and documentation of daily medication administration (in collaboration with the psychiatrist prescribing medication), weekly treatment team meetings to review progress, full time nurse, contracted psychiatric services
2. Staff will participate in weekly treatment team meetings to discuss progress/needs in the classroom setting to ensure fidelity of implementation of the student's treatment plan. Teachers also participate in Trauma Informed Care trainings to assist in provision of a trauma-informed school setting.	Weekly treatment team meetings with school staff, Sunrise therapists, nurse, and psychiatrist. Teachers' progress monitoring and behavior data Treatment notes Trauma Informed Care Training (CKEC)
3. Teachers incorporate Social Emotional Learning (SEL) lessons into their daily instruction. Topics include: understanding and managing emotions, setting positive personal goals, feeling and showing empathy for others, establishing and maintaining positive relationships, and making responsible decisions.	First Steps Program, Online resources for SEL resources, Trauma Informed Care training for teachers
4. Upon discharge, students are referred to mental health services in their community for continuation of treatment. Designated staff will follow up with the receiving school representatives to provide recommendations for behavior intervention plans and supports that will be necessary in the public school setting.	DCBS will continue to monitor any mental health needs Staff will maintain documentation that includes behavioral/mental health concerns and successful interventions
5. Family sessions are a required component of the program. Parents/guardians are also encouraged to participate in meetings with school staff to develop plans/programs to address the student's academic, social, and health needs.	Intake meetings, IEP and ILPA meetings, parent/teacher meetings Family therapy sessions conducted by Sunrise counselors