



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

Issue Paper

DATE:

8/23/21

AGENDA ITEM (ACTION ITEM):

Consider/Approve Approve Memorandum of Understanding (MOU) between Kenton County School District (KCS D) on behalf of Northern Kentucky Youth Development Center (NKYDC) and the Kentucky Educational Collaborative for State Agency Children (KECSAC) for the 2021-2022 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 MOU between KECSAC and school districts. This agreement must be annually approved. This MOU outlines the agreement for how KCS D and NKYDC will operate. The district must submit a MOU for working with KECSAC in order to receive the state's funding for State Agency Children for the delivery of educational services.

FISCAL/BUDGETARY IMPACT:

N/A.

RECOMMENDATION:

Approval to accept the MOA between Kenton County School District (on behalf of NKYDC) and KECSAC for the 2021-2022 school year.

CONTACT PERSON:

Karen Hendrix

A handwritten signature in black ink, appearing to read 'K. Hendrix', written over a horizontal line.

Principal/Administrator

A handwritten signature in black ink, appearing to read 'Shawn Harris', written over a horizontal line.

District Administrator

A handwritten signature in black ink, appearing to read 'J. [unclear]', written over a horizontal line.

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.

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 2021-2022 Interagency Agreement between the school district and treatment program (not required for Department of Juvenile Justice programs).
- **ATTACHMENT 7** - A 2021-2022 Program Improvement Plan (PIP).
- **ATTACHMENT 8** - Implementation and Impact Check, based upon 2020-2021 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, 2021. 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 2022
(July 1, 2021 - June 30, 2022)

I. INTRODUCTION

This agreement is made and entered into this 1st day of July, 2021, 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, 2021, with an end date of June 30, 2022. 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 10, 2021

Spring Statewide Meeting: March 4, 2022

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 27, 2021**. 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 2021-2022 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 2020-2021 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

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 2022 Fiscal Year July 1, 2021 - June 30, 2022

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.

07/22/2021 12:56
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KENTON COUNTY BOARD OF EDUCATION
YTD BUDGET REPORT

P 1
glytdbud

FOR 2022 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2 SPECIAL REVENUE							
001 CENTRAL OFFICE							
220 GRANT REVENUE SRF							
3200 RESTRICTED STATE REVENUE	-57,736	-57,736	.00	.00	.00	-57,736.00	.0%
TOTAL GRANT REVENUE SRF	-57,736	-57,736	.00	.00	.00	-57,736.00	.0%
TOTAL CENTRAL OFFICE	-57,736	-57,736	.00	.00	.00	-57,736.00	.0%
055 N. KY. YOUTH DEVELOPMENT CTR							
0552198 NKYDC STATE AGENCY - SRF							
0110 CERTIFIED PERMANENT SALARY	55,092	55,092	.00	.00	.00	55,092.00	.0%
0222 EMPLOYER MEDICARE CONTRIBUTIO	802	802	.00	.00	.00	802.00	.0%
0231 KTRS EMPLOYER CONTRIBUTION	1,678	1,678	.00	.00	.00	1,678.00	.0%
0253 KSBA UNEMPLOYMENT INSURANCE	60	60	.00	.00	.00	60.00	.0%
0260 WORKMENS COMPENSATION	104	104	.00	.00	.00	104.00	.0%
TOTAL NKYDC STATE AGENCY - SRF	57,736	57,736	.00	.00	.00	57,736.00	.0%
TOTAL N. KY. YOUTH DEVELOPMENT CT	57,736	57,736	.00	.00	.00	57,736.00	.0%
TOTAL SPECIAL REVENUE	0	0	.00	.00	.00	.00	.0%
TOTAL REVENUES	-57,736	-57,736	.00	.00	.00	-57,736.00	
TOTAL EXPENSES	57,736	57,736	.00	.00	.00	57,736.00	
GRAND TOTAL	0	0	.00	.00	.00	.00	.0%

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

ATTACHMENT 2
Comprehensive Budget For 2022 Fiscal Year
July 1, 2021 - June 30, 2022

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 FY22	
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 FY22	
General/District Funds	\$ 47,480.00
Local Tax Dollars	\$
Family Resources Youth Service Centers	\$
Gifted talented	\$
Extended School Services	\$
Preschool	\$
Professional Development	\$
Textbooks	\$
Safe Schools	\$
KECSAC	\$ 57,736.00
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	\$ 105,216.00

** Estimate, Federal Allocation not posted at this time.*

ATTACHMENT 3

2021-2022 School Calendar for Name of School District and Name of Program

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	KECSAC Extended Days	Non- Inst Days	Vac Days	Total Days
July 2020				7/1	7/2	7/5	7/6	7/7	7/8	7/9	7/12	7/13	7/14	7/15	7/16	7/19	7/20	7/21	7/22	7/23	7/26	7/27	7/28	7/29	7/30	0	0	0	0	0
Aug	8/2	8/3	8/4	8/5	8/6	8/9	8/10	8/11	8/12	8/13	8/16	8/17	8/18	8/19	8/20	8/23	8/24	8/25	8/26	8/27	8/30	8/31				0	0	0	0	0
Sept			9/1	9/2	9/3	9/6	9/7	9/8	9/9	9/10	9/13	9/14	9/15	9/16	9/17	9/20	9/21	9/22	9/23	9/24	9/27	9/28	9/29	9/30		0	0	0	0	0
Oct					10/1	10/4	10/5	10/6	10/7	10/8	10/11	10/12	10/13	10/14	10/15	10/18	10/19	10/20	10/21	10/22	10/25	10/26	10/27	10/28	10/29	0	0	0	0	0
Nov	11/1	11/2	11/3	11/4	11/5	11/8	11/9	11/10	11/11	11/12	11/15	11/16	11/17	11/18	11/19	11/22	11/23	11/24	11/25	11/28	11/29	11/30				0	0	0	0	0
Dec			12/1	12/2	12/3	12/6	12/7	12/8	12/9	12/10	12/13	12/14	12/15	12/16	12/17	12/20	12/21	12/22	12/23	12/24	12/27	12/28	12/29	12/30	12/31	0	0	0	0	0
Jan 2022	1/3	1/4	1/5	1/6	1/7	1/10	1/11	1/12	1/13	1/14	1/17	1/18	1/19	1/20	1/21	1/24	1/25	1/26	1/27	1/28	1/31					0	0	0	0	0
Feb		2/1	2/2	2/3	2/4	2/7	2/8	2/9	2/10	2/11	2/14	2/15	2/16	2/17	2/18	2/21	2/22	2/23	2/24	2/25	2/28					0	0	0	0	0
Mar		3/1	3/2	3/3	3/4	3/7	3/8	3/9	3/10	3/11	3/14	3/15	3/16	3/17	3/18	3/21	3/22	3/23	3/24	3/25	3/28	3/29	3/30	3/31		0	0	0	0	0
April					4/1	4/4	4/5	4/6	4/7	4/8	4/11	4/12	4/13	4/14	4/15	4/18	4/19	4/20	4/21	4/22	4/25	4/26	4/27	4/28	4/29	0	0	0	0	0
May	5/2	5/3	5/4	5/5	5/6	5/9	5/10	5/11	5/12	5/13	5/16	5/17	5/18	5/19	5/20	5/23	5/24	5/25	5/26	5/27	5/30	5/31				0	0	0	0	0
June			6/1	6/2	6/3	6/6	6/7	6/8	6/9	6/10	6/13	6/14	6/15	6/16	6/17	6/20	6/21	6/22	6/23	6/24	6/27	6/28	6/29	6/30		0	0	0	0	0
Total Instructional Days of 210																										0	0	0	0	0

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 (177) or the equivalent hours as approved by KDE (1,062), one opening day, one closing day, four professional development days, four holidays, and thirty-three KECSAC extended days. The overall total of the calendar should equal to or more than 210 instructional days.

A=Administrative Days/No School

I=Instructional (177 Days or 1,062 Equivalent Hours)

E=Extended KECSAC Days (33)

H=Holidays (4)

PD=Professional Development Days (4)

O=Opening Day (1)

C=Closing Day (1)

V=Vacation Day

M=Make Up Day

2021-2022 School Calendar for Kenton County School District (KCS D) and Northern Kentucky Youth Development Center (NKYDC)

KCS D has 175 Instructional Days w/2 Non-Instructional Planning Days (8/13/21 & 8/16/21) for 2021-22 = 177

/23 Extended Days (Not 33 - No days in July 2020 due to COVID) / 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	KECSAC Extended Days	Non-Inst Days	Vac Days	Total Days
July 2020				7/1	7/2	7/5	7/6	7/7	7/8	7/9	7/12	7/13	7/14	7/15	7/16	7/19	7/20	7/21	7/22	7/23	7/26	7/27	7/28	7/29	7/30	0	0	0	0	0
Aug	8/2	8/3	8/4	8/5	8/6	8/9	8/10	8/11	8/12	8/13	8/16	8/17	8/18	8/19	8/20	8/23	8/24	8/25	8/26	8/27	8/30	8/31				10	0	4	0	14
Sept			9/1	9/2	9/3	9/6	9/7	9/8	9/9	9/10	9/13	9/14	9/15	9/16	9/17	9/20	9/21	9/22	9/23	9/24	9/27	9/28	9/29	9/30		21	0	1	0	22
Oct					10/1	10/4	10/5	10/6	10/7	10/8	10/11	10/12	10/13	10/14	10/15	10/18	10/19	10/20	10/21	10/22	10/25	10/26	10/27	10/28	10/29	19	0	2	0	21
Nov	11/1	11/2	11/3	11/4	11/5	11/8	11/9	11/10	11/11	11/12	11/15	11/16	11/17	11/18	11/19	11/22	11/23	11/24	11/25	11/26	11/29	11/30				17	0	3	2	22
Dec			12/1	12/2	12/3	12/6	12/7	12/8	12/9	12/10	12/13	12/14	12/15	12/16	12/17	12/20	12/21	12/22	12/23	12/24	12/27	12/28	12/29	12/30	12/31	13	0	1	8	22
Jan 2022	1/3	1/4	1/5	1/6	1/7	1/10	1/11	1/12	1/13	1/14	1/17	1/18	1/19	1/20	1/21	1/24	1/25	1/26	1/27	1/28	1/31					20	0	1	0	21
Feb		2/1	2/2	2/3	2/4	2/7	2/8	2/9	2/10	2/11	2/14	2/15	2/16	2/17	2/18	2/21	2/22	2/23	2/24	2/25	2/28					19	0	1	0	20
Mar		3/1	3/2	3/3	3/4	3/7	3/8	3/9	3/10	3/11	3/14	3/15	3/16	3/17	3/18	3/21	3/22	3/23	3/24	3/25	3/28	3/29	3/30	3/31		22	0	1	0	23
April					4/1	4/4	4/5	4/6	4/7	4/8	4/11	4/12	4/13	4/14	4/15	4/18	4/19	4/20	4/21	4/22	4/25	4/26	4/27	4/28	4/29	16	0	0	5	21
May	5/2	5/3	5/4	5/5	5/6	5/9	5/10	5/11	5/12	5/13	5/16	5/17	5/18	5/19	5/20	5/23	5/24	5/25	5/26	5/27	5/30	5/31				18	1	2	1	22
June			6/1	6/2	6/3	6/6	6/7	6/8	6/9	6/10	6/13	6/14	6/15	6/16	6/17	6/20	6/21	6/22	6/23	6/24	6/27	6/28	6/29	6/30		0	22	0	0	22
Total Instructional Days of 210																										175	23	16	16	230

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 (177) or the equivalent hours as approved by KDE (1,062), one opening day, one closing day, four professional development days, four holidays, and thirty-three KECSAC extended days. The overall total of the calendar should equal to or more than 210 instructional days.

A=Administrative Days/No School

I=Instructional (177 Days or 1,062 Equivalent Hours)

E=Extended KECSAC Days (33)

H=Holidays (4)

PD=Professional Development Days (4)

O=Opening Day (1)

C=Closing Day (1)

V=Vacation Day

M=Make Up Day

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 KDE, missed due to inclement weather or other district planned events.

Programs will be asked to:

- Have a schedule that is consistent with the contracted school district.
- Be responsible for meeting the KDE approved educational calendar and the extended educational calendar days necessary to meet the 210 educational days required by 505 KAR 1:080. A minimum of four (4) hours of direct instruction is required for each of the extended school days. "Banked" time may not be used to fulfill the extended days. Students enrolled in a KECSAC program are required to attend the extended school days.
- Follow the inclement weather schedule with the contracted school district.
- Take a proactive approach and plan for additional instructional days and plan for at least ten (10) of those days for inclement weather. For example, a day treatment cannot open for an instructional day when a school district has closed due to inclement weather; however, professional development for teachers can be coordinated and planned for those unexpected days in order to meet the 210 instructional days.
- Submit the school district approved inclement weather plan with the approved KDE school calendar email (Attachment 3).

The NKYDC school program is located on the grounds of a DJJ residential program. Scholars 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 the make-up plan will be followed. 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
2021-2022 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 School District

Name of Treatment Program: Northern KY Youth Development Center

School Code: 055

- A. Projected 2021-2022 School Year Average Daily Attendance (ADA) 6.00
- B. Projected Base SEEK \$4,000 x ADA \$ 24,000.00
- C. Projected At-Risk Add-on \$4,000 x 0.15 x ADA for residential & group home youth* \$ 0.00
- D. December 1, 2020 Child Count: Severe (Low) 2 Moderate 1 Speech (High) 0
- D1. Projected Low Incidence Add-On¹ \$4,000 x 2.35 = \$9,400 x 12-1-20 Child Count \$ 18,800.00
- D2. Projected Moderate Incidence Add-On² \$4,000 x 1.17 = \$4,680 x 12-1-20 Child Count \$ 4,680.00
- D3. Projected High Incidence Add-On³ \$4,000 x 0.24 = \$960 x 12-1-20 Child Count \$ 0.00
- E. Total Projected SEEK for 2021-2022 School Year \$ 47,480.00
- F. SEEK Funds to be provided by Kentucky Department of Education
State Ratio** 59.97% x Total Projected SEEK (Line E) \$ 28,473.76

* 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
2021-2022 Interagency Agreement between School District
And Treatment Program

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

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

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

ATTACHMENT 7 - 2021-2022 KCSD NKYDC KECSAC 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.

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

STANDARD (X): ☐ Curriculum ☐ Culture ☐ Leadership ☐ Assessment ☐ Support ☐ Resources/ Organization ☒ **Instruction** ☐ Professional Development ☐ Planning

District Name Kenton County School District (KCSD)

Component Manager Francis O'Hara

Preliminary (X) X

Program Name Northern Kentucky Youth Development Center (NKYDC)

Date June 1, 2021

Revised (X) _____

Priority Need {Data-Driven}	Goal {Addresses the Priority Need}
Scholars use the online Edgenuity program for the majority of their coursework in earning their high school credits. According to our last audit, scholars 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 scholars 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 in 2019-2020 with the implementation of direct instructional lessons twice a week, the interruption of this new type of services discontinued in March 2020 when the COVID Non- Traditional Instruction occurred. The staff at the facility returned to in-person, direct instructional style in 2021to deliver content curriculum.	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.
Evidence of the Causes	Measures of Objectives
Administrator walk-through observations revealed a culture of online learning.	Schedule of teachers delivering direct instruction to either the whole class or a small group. Informal walk-through observations will provide mid-point checks on whether there is an increase in direct instruction. To determine its impact on scholar learning, there will be a comparison of the average number of high school credits earned from before the direct instruction imitative began to after it has been in place for an extended period of time.

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 scholar engagement & increased number of earned credits	admin & teachers	8/18/21	5/27/22	\$0.00	N/A

ATTACHMENT 8 – KCSd KECSAC Implementation and Impact Check 2021-22

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 2020-2021 Program Improvement Plan. The report should include updates on the goals set from the previous academic year.

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	IP	Yes	Comparison of Number of Earned High School Credits 17-18 : <u>51 credits</u> (65 students) 18-19: <u>92 credits</u> (56 students)	During COVID, teachers were only able to provide online lessons as they were working remotely.
Why Try	Implement Why Try program with fidelity	NI	N/A	N/A	Trained teacher was internally transferred to another school and due to COVID, the remaining teacher did not get trained.

ATTACHMENT 9 KCSd KECSAC Student Transition Plan 2021-22

ATTACHMENT 9 KCSD NKYDC KECSAC Scholar Transition Plan 2021-22

KECSAC programs are required to submit a Scholar Transition Plan (STP) for the 2021-2022 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 scholars with educational disabilities.

The Scholar Transition Plan shall include procedures that address the transfer of scholar 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 administer 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.)

Transition Component: Academic Education

Objective: To provide all scholars 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 scholar their past educational experiences and whether they were at any time given special educational services	Scholar Educational Records including any pertinent IC documents (IEP, transcripts, PLP, etc)
2. Administrator or designee will complete with the scholar an ILPA and discuss course of study with interests as well as future career plans.	Learning Styles Inventory, ILPA, Interest Test, KCSD ILP (Xello)
3. Teacher will provide a TABE test as well as a Skills in Reading Inventory (SRI) test to determine the scholar's ability level and determine if a reading intervention program is appropriate for the scholar. Scholar 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 scholars - 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 scholar, and any others involved, reviewing academic needs and planning for successful transition. - The scholars and teachers will develop a Transition Folder both physical and electronic for the scholar to take with them as they leave the facility. Scholars 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: <ul style="list-style-type: none"> Scholar resume List of job contacts Copy of birth certificate Copy of social security card Transcript Mental Health resource list Certificates 	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. The school secretary shall forward all school records including copies of the portfolio and the CTE folder to the receiving school. 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 scholar as soon as the scholar is enrolled.

- List of KY GED testing centers
- Copy of College Tuition Waiver form

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.