### MEMORANDUM OF AGREEMENT

Kentucky Educational Collaborative for State Agency Children
Fiscal Year 2023
(July 1, 2022 - June 30, 2023)

### I. INTRODUCTION

This agreement is made and entered into this 1<sup>st</sup> day of July, 2022, by and between The Kentucky Educational Collaborative for State Agency Children (KECSAC), (hereinafter called the FIRST PARTY), organized and existing by virtue of the Laws of the Commonwealth of Kentucky, and **Mercer County School District**, (hereinafter called the SECOND PARTY), a non-profit educational institution, organized and existing by virtue of the Laws of the Commonwealth of Kentucky.

WHEREAS, the FIRST PARTY has been directed by the Justice Cabinet, Cabinet of Health and Family Services and Kentucky Department of Education (collectively referred to herein as "CABINETS") to provide collaborative educational services; and

WHEREAS, the FIRST PARTY has concluded that it would not be feasible to provide some of such services from its facilities; and

WHEREAS, the SECOND PARTY is available and would be qualified to provide a system which would meet the approval of the aforementioned cabinets; and

WHEREAS, the FIRST PARTY desires to avail itself of the services of the SECOND PARTY;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

### II. SCOPE OF WORK

The SECOND PARTY will provide to state agency children in **Mercer County Day Treatment** a 210 day instructional program that includes a traditional instructional school calendar, or equivalent hours as approved by KDE as well as an extended school program which is in compliance with the Statutes and Regulations governing the CABINETS as they relate to state agency children in the Commonwealth of Kentucky. In addition to the terms and conditions described below, the SECOND PARTY also agrees to abide by all terms and conditions set forth under the Master Agreement between FIRST PARTY and the CABINETS.

### III. PERIOD OF PERFORMANCE

Each Memorandum of Agreement is for a period of twelve months, beginning July 1, 2022, with an end date of June 30, 2023. 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 - School District

- 1. The SECOND PARTY will provide the services of a school administrator as the overall school district program(s) director, or a substitute acceptable to both parties.
- 2. Time and effort sheets will be maintained by the school administrator for staff providing services for each program under this Agreement. All wages and fringe benefits required hereunder will be provided within the terms of funding in this Agreement.
- 3. Personnel assigned by the school district to the education program will be afforded all of the amenities of **School District** faculty and/or staff. Such project personnel will be employees of the SECOND PARTY with selection dismissal, and all other employment decisions the responsibility of the SECOND PARTY.
- 4. Normal SECOND PARTY accounting procedures will be employed and records will be made available for inspection at the request of the FIRST PARTY for a period of up to five years beyond the termination date of a program.
- 5. The SECOND PARTY shall sign and return the Memorandum of Agreement, including all attachments, to the FIRST PARTY within ninety (90) days of issuance or no later than September 15th. The FIRST PARTY may decrease funding by quarterly increments for noncompliance with the submission deadline. If the Memorandum of Agreement is submitted but is incomplete, the FIRST PARTY has the authority to hold reimbursement for expenses until a completed Memorandum of Agreement is submitted to the FIRST PARTY.
- 6. The SECOND PARTY shall maintain an inventory of all items purchased with KECSAC funds. All items purchased with KECSAC funds remain the property of FIRST PARTY.
- 7. The SECOND PARTY shall notify the FIRST PARTY in writing, no less than 30 days in advance, when a state agency program will be closed.
- 8. The SECOND PARTY agrees to return all purchased items to the FIRST PARTY within 30 days of the closing date of a program.
- 9. The SECOND PARTY shall submit a new application for funds should an existing KECSAC program move to the SECOND PARTY'S district and if the SECOND PARTY is seeking funding for any activities or items not specified herein.
- 10. The SECOND PARTY shall immediately notify FIRST PARTY in writing of any problems, complaints or allegations relating to the use or administration of KECSAC funds or any program supported, in whole or part, by KECSAC funds.
- 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 30<sup>th</sup> 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 30<sup>th</sup>, up to 50% if the program closed on or before December 31<sup>st</sup> and up to 75% if the program closed on or before March 31<sup>st</sup>.
- 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, 2022 – June 30, 2023 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 9, 2022

**Spring Statewide Meeting:** 

March 3, 2023

- 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 26, 2022. 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® or other high school equivalency exam.

- 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 2022-2023 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 2021-2022 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 School District		FIRST PARTY KECSAC	
Name Superintendent	Date	Dr. Ronnie Nolan KECSAC Director	Date

### **ATTACHMENT 1**

### Kentucky Educational Collaborative for State Agency Children Budget for 2023 Fiscal Year July 1, 2022 - June 30, 2023

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 <u>memo</u> must be submitted stating that the state agency children are taught at the local school district.

### ATTACHMENT 2 Comprehensive Budget For 2023 Fiscal Year July 1, 2022 - June 30, 2023

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 <u>MERCER COUNTY</u> for the current Fiscal Year and the amounts stated are appropriated for the purposed indicated.

Federal Programs Alle	ocation FY23
Title I, Part A	\$23,500
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	(6)
Title IV Part B, 21st 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	\$23,500

State Programs A	location FY23
General/District Funds	\$200,573
Local Tax Dollars	\$
Family Resources Youth Service Centers	\$
Gifted talented	\$
Extended School Services	\$
Preschool	
Professional Development	\$
Textbooks	\$
Safe Schools	\$
KECSAC	\$74,730
Read to Achieve	\$
Dropout Prevention	\$
Community Education	\$
Local Area Vocational	\$
20% Vocational Funds	\$
Commonwealth School	\$
Improvement	
Elementary Arts &	\$
Humanities	
Math, Achievement Fund	\$
Other: DJJ	\$73,710
Other:	\$
Other:	\$
Other:	\$
Total	\$349,013

### Mercer Day Treatment Program Budget FY 2022-23

DJJ KECSAC Title I SEEK 73,710.00 74,730.00 23,500.00 200,573.00

 
 SEEK
 200,573,00 \$ 372,513,00

 XXXX
 0272179-XXX-103JJ
 0272198-XXX-103J
 0272179-XXX-313J

 Directs:
 DLL
 KECSAC
 Title L

XXXX		0272179-XXXX-103JJ	0272198-XXXX-103J	0272179-XXXX-313J	0271179-XXXX-103X	
Objects		DJJ	KECSAC	Title I	SEEK/Gen Fund	Total
0110	Certified Base	-	57,592.00	•	96,226.00	153,818.00
0111	Extended Days	N=	14,009.00	-	9,481.00	23,490.00
0112	Certified Extra Service		-		6,914.00	6,914.00
0113	Certified Other	-			-	-
0120	Sub	-		N=	510.00	510.00
0130	Classified Regular	70,436.00	-	12,807.00	47,429.00	130,672.00
0131	Classified Additional	-		-	.=	-
0150	Classified Substitute	-	•	-	1,000.00	1,000.00
0221	FICA	-		686.00	3,003.00	3,689.00
0222	Medicare	1,020.00	974.00	85.00	2,679.00	4,758.00
0231	KTRS	2,111.00	2,148.00	-	4,091.00	8,350.00
0232	CERS	-	-	3,431.00	12,974.00	16,405.00
0253	Unemployment	143.00	7.00	74.00	300.00	524.00
0294	Federal Health Insurance			6,330.00	在包括存在总数数据()	6,330.00
0295	Life Insurance	10.2 Part 14.4 Continue (4)	March Control	9.00		9.00
0296	Administrative Fee			78.00		78.00
0297	Waive Health Ins.			-		-
0338	Registration	-	3.5	_	-	-
0341	Drug Kits	-	721		100.00	100.00
0347	Security Services	-	-	-	- 1	-
0349	Other Professional Services	-	-		150.00	150.00
0444	Copier		-	-	800.00	800.00
0529	Other Insurance	-			800.00	800.00
0531	Postage	-		-	100.00	100.00
0532	Telephone	-			160.00	160.00
0580	Travel	•	-	-		-
0610	General Supplies	-		=	1,032.00	1,032.00
0616	Food Non-Instr	-	-	-	50.00	50.00
0617	Food Instr Non Food Serv	-	-	-	-	-
0643	Supplementary Books	=	-		400.00	400.00
0645	Audiovisual Material	-		-	•	-
0646	Tests	-	(#)	-	-	-
0650	Supplies Technology	-	_	-	600.00	600.00
0651	Tech Related Devices	-	-	-	<u>.</u>	-
0673	Fees & Reg Student Act		-	-	-	-
0674	Awards (Student Activ)		-	-		-
0679	Student Activities	-			-	-
0697	Other Supplies & Materials	-	-	*	3,500.00	3,500.00
0733	Furniture & Fixtures	-	-	7=	300.00	300.00
0734	Technology Hardware	-	-	-	3,000.00	3,000.00
0735	Technology Software				2,000.00	2,000.00
0810	Dues & Fees	-	-	-	-	-
0894	Instructional Field Trips	3=3	-	-	500.00	500.00
0899	Other Miscellaneous	-		(=,	2,474.00	2,474.00
100						

Totals:

## PROJECT BUDGET REPORT

-74730.00 -74730.00 -5182.03

> .00 5182.03 .00 5182.03

%

.00

8.89

88 88

-74730.00

8 88

RESTRICTED STATE REVENUE

GRANT REVENUE SRF

3200

TOTAL GRANT REVENUE SRF TOTAL KECSAC

TOTAL REVENUES TOTAL EXPENSES

-74730.00 .00 -74730.00 74730.00

## PROJECT BUDGET REPORT

PROJECT NUN STATE CODE CFDA NUMBER GRANT AMOUR	PROJECT NUMBER: 103J) STATE CODE: STATE CODE: GRANT AMOUNT:				DJJ (DE THROUGH GAYLA CHRIS	DJJ (DEPTOF JUVENILE JUSTICE) THROUGH EOY 2023 GAYLA JENENS CHRIS SOUDER	. JUSTICE)		(8) (5) (6) (6)
DESCRIPTION	ION	ENCUMBRANCE	* REVISED BUDGET	* * * MONTH TO DATE	E X P E N D ] QUARTER TO DATE	* E X P E N D I T U R E S * QUARTER YEAR TO DATE TO DATE	* * * * PROJECT TO DATE	AVAILABLE BUDGET	
0272179	0272179 DAY TREATMENT CTR ALT SCH								1
0130 0222 0231 0253	CLASSIFIED REGULAR SALARY EMPLOYER MEDICARE CONTRIBUTION KTRS EMPLOYER CONTRIBUTION KSBA UNEMPLOYMENT INSURANCE	0000	70436.00 1020.00 2111.00 143.00	8888	8888	9530.10 123.28 285.91	9530.10 123.28 285.91	60905.90 896.72 1825.09 143.00	
8000 1	TOTAL DAY TREATMENT CTR ALT SCH	00.	73710.00	00.	00°	9939.29	9939,29	63770.71	
220	GRANT REVENUE SRF								
3200	RESTRICTED STATE REVENUE	00.	-73710.00	00.	00.	00.	00.	-73710.00	
22	TOTAL GRANT REVENUE SRF TOTAL DJJ (DEPTOF JUVENILE JUSTICE)	00°	-73710.00 .00	6.6. 6.8.	6.6. 6.6.	.00 9939.29	.00 9939.29	-73710.00 -9939.29	
	TOTAL REVENUES TOTAL EXPENSES	8.9	-73710.00 73710.00	9. 9.	6. 6.	.00 9939.29	.00 9939.29	-73710.00 63770.71	



## PROJECT BUDGET REPORT

PROJECT NUMBER: 103X STATE CODE: CFDA NUMBER: GRANT AMOUNT:				DAY IKEAIMENI GF THROUGH EOY 2023 JAMES CULBERTSON SUSAN RECORD			
DESCRIPTION	ENCUMBRANCE	REVISED RUDGET	* * * * * * MONTH	* E X P E N D I T U R E S QUARTER YEAR TO DATE TO DATE	PROJECT AVAILABLE	ABLE	

	86457.28 6086.33 6086.33 45501.34 1000.00 2930.98 2930.98 2930.98 200.00 1000 1000 1000 1000 1000 1000 2500.00 2500.00 2500.00 2500.00 2500.00 2500.00 2500.00 2500.00 2500.00 2500.00 2500.00 2500.00 2500.00 2500.00 2500.00 2500.00 2500.00 2500.00 2500.00	183217.60
	9768.72 8 27.65 8 27.66 1927.66 72.02 395.83 319.77 30.00 62.00 17.50 17.50 17.50 17.50 17.50 17.50 17.50 17.50 17.50 17.50 17.50 17.50 17.50 17.50 17.50	15484.94
	9768.72 1863.45 827.65 1927.66 72.00 200.27 395.83 319.77 30.00 62.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17.00 17	15484.94
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## PROJECT BUDGET REPORT

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AUTHORIZED SIGNATURE: \_

DATE:

2022-2023 School Calendar for Mercer County Schools and Mercer Day Treatment Program 173 Instructional Days/37 Extended Days/210 Total Days

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Total Days MUST Equal 230 or More: 0 173 37 19 7	, , , , , , , , , , , , , , , , , , ,
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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. E=Extended KECSAC (37 Days)

C=Closing Day

0=Opening Day M=Make Up Day I=Instructional (173 Days or Equivalent Hours) V=Vacation Day H=Holidays PD=Professional Development Days A=Administrative Days/No School

4 PD / 2 FLEX / 1 Opening / 1 Closing/ 10 Prep Days per 505 KAR 1:080

Holidays 7/4, 9/6, 11/25, 12/25, 1/1, 1/17, 5/30 Extended Days 37

I Instructional days

235 Days Only MDT Principal is avaliable in June. Other Staff on 230 Day contracts or less.

### Mercer Day Treatment MOA Attachment 4

### MAKE-UP DAY PLAN 2022-23

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

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

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

### State Agency Children SEEK Calculation Worksheet 2022-2023 School Year ATTACHMENT 5

those state agency children that are taught at the local on-site programs. Do not leave any category blank. Insert \$\frac{\pi0}{20}\$ for categories with no dollars or All programs must submit a completed worksheet even if the program does not receive SEEK funds. The school district receives SEEK funds for <u>NA</u> if a category is not applicable.

School District: Mercer County Schools

Name	Name of Treatment Program: Mercer County Day Treatment	School Code: 421-02
A.	Projected 2022-2023 School Year Average Daily Attendance (ADA)	
B.	Projected Base SEEK \$4,100 x ADA	\$ 61,500.00
ن ن	Projected At-Risk Add-on \$4,100 x 0.15 x ADA for residential & group home youth*	\$ 0.00
D.	December 1, 2021 Child Count: Severe (Low) 3 Moderate 4 Speech (High) 0	
D1.	9 x 12-1	\$ 29,397.00
D2.	Projected Moderate Incidence Add-On <sup>2</sup> \$4,100 x 1.17 = \$4,797 x 12-1-21 Child Count	\$ 19,188.00
D3.	Projected High Incidence Add-On <sup>3</sup> \$4,100 x 0.24= \$984 x 12-1-21 Child Count	\$ 0.00
E.	Total Projected SEEK for 2022-2023 School Year	\$ 110,085.00
压.	SEEK Funds to be provided by Kentucky Department of Education State Ratio** 69.16% x Total Projected SEEK (Line E)	\$ 76,134.79

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

<sup>\*</sup> 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.

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

### JUSTICE & PUBLIC SAFETY CABINET DEPARTMENT OF JUVENILE JUSTICE

### 1025 Capital Center Drive Building, Third Floor Frankfort, Kentucky 40601

### RENEWAL APPLICATION FOR DAY TREATMENT SERVICES FISCAL YEARS 2022-2024

Official Name of School District:

Mercer County Schools

FEIN#:

Official Name of Day Treatment:

Mercer County Day Treatment DJJ Rated Capacity:

Contact Person Name and Title:

Jason Booher: Superintendent / Jaziel Guerra: Principal

Address of School District: 530 Perryville Rd. Harrodsburg, KY 40330

Address of Day Treatment: 530 Perryville Rd. Harrodsburg, KY 40330

School District:

Telephone Number:

859-733-7000

859-733-7004

Telephone Number: 859-733-7120

Fax Number:

Fax Number: 859-733-7004

Day Treatment:

E-Mail Address:

Amber.Minor@mercer.kyschools.us E-Mail: Jaziel.Guerra@mercer.kyschools.us

The Mercer County School District hereby requests funding in the amount of \$147,420.00 per year from the Department of Juvenile Justice for Day Treatment Program Services.

The applicant certifies by signing this application that all information, facts, and figures provided are true and accurate to the best of his or her knowledge.

Date

Date Completed Renewal Application Received by the Department of Juvenile Justice (please stamp date)

This page must be completed and attached to the proposal.

### RENEWAL APPLICATION PROCEDURES FOR DAY TREATMENT SERVICES

The renewal application for funding of day treatment services must specifically detail standard operating procedures (SOP) in the program procedures manual how information in each of the following sections will be addressed in the program. The procedure manual will become part of the contract and will function as part of the renewal application. Any subsequent changes to this procedures manual must be submitted to the Department of Juvenile Justice (sometimes hereinafter referred to as the "Department" and/or "DJJ") for review and approval.

### Mission and Goal Statements

- The mission statement shall assert that the program will offer a comprehensive array of community-based services for eligible youth, to prevent further involvement within the juvenile justice system and to reintegrate the youth into the community.
- The goals statements shall be developed by staff and administrator that are Strategic, Measureable, Attainable, Results-oriented, and Time-bound (SMART) goals.
- Treatment Philosophy The treatment philosophy of a Day Treatment Program shall be anchored in the belief that comprehensive strategies are needed to combat youth crime. All Day Treatments will utilize an effective balance of treatment, education, and graduated sanctions provided by qualified, trained staff.
- All day treatment programs will operate within the traditional school day to provide the opportunity for peer interactions, extra-curricular school activity involvement and to promote family involvement and supervision outside of the school day.

### Referral and Admission

- Referral procedures shall include: Clients to be served:
- Male and female DJJ adolescents who are 12 through 18 years of age (or up to 21 in some cases) or 6<sup>th</sup> through 12<sup>th</sup> grade.
- If the youth is qualified for special education services, they may receive services until 21 years of age.
- The youth have displayed evidence of delinquent behavior and family dysfunction.
  - o How youth are referred.
  - o Contents of a complete referral packet.
  - o Referral sources are provided a copy of the referral procedures.
  - o Referral sources are notified of a youth's admission status.
- The priority of admission shall be given in descending order to:
  - o DJJ youth transitioning from a residential program;
  - o DJJ youth transitioning from or into a contracted therapeutic foster home:
  - o Youth adjudicated on delinquent offense(s);
  - o Youth at risk of out of home placement; and
  - Youth with serious behavioral issues in the school and the community.
- Admission procedures shall include:
  - Notification of acceptance or rejection;
  - Orientation of youth and parent or legal guardian and custodian of youth;

- An Orientation handbook shall include at a minimum: mission statement; treatment philosophy; program description/history; behavior management system; searches; youth progression through the program (i.e. treatment plan, phases, point/behavior sheets, etc.); youth rights; grievance process; district approved process for awarding credits towards a diploma; and other information specific to the program (i.e., dress code, attendance policies, school, contraband defined, daily program schedules, transportation, etc.);
  - O How the program will encourage family/caregiver involvement in the youth's treatment, to include at a minimum, participation in the development of the treatment plan, revisions/reviews of the plan, and special meetings to discuss issues or concerns. Also, include how regular contact with the parent/caregiver will be maintained.

### Assessments

- Educational and vocational assessment shall be administered within fourteen (14) days of admission, unless a recent assessment has already been completed.
- Assessments shall include at a minimum: academic assessments, learning styles inventory, vocational assessment, suicide risk factor screening, and psychosocial/social history inventory.

### Individual Client Record

Each youth's Individual Client Record (ICR) shall include, but not be limited to the following records, and shall be maintained according to the following outline:

- Section One Intake
  - o Photograph (on top).
  - o Initial intake information.
  - o Program rules and policy signed by youth and parent.
  - o Approved visitor contact list.
  - o Grievance Procedure reviewed and signed by all parties
  - o Verification of rights reviewed and signed by all parties.
  - o All release forms.
  - o Any other identifying documentation.
  - o All pre-dispositional reports, if applicable.
  - o Emergency Medical Information Data Sheet. (All other medical information shall be in the Medical Record only.)
  - o If the youth is a youthful offender (YO), a subsection entitled "Parole" shall be created to include:
    - The Pre-Sentence Investigation (always on bottom); and
    - All other parole related documents, to include correspondence making a parole recommendation.
- Section Two Classification/Education
  - Special notices (always on top on colored paper).
  - o Administrative Transfer Request (ATR) information, if applicable.
  - o Psychosocial/Social History/Needs Assessment, any other classification data.
  - o Referral to other agencies, if applicable.
  - o A subsection entitled "Education" shall be created to include:

- Copy of the Individual Learning Plan (ILP) or the Individual Learning Plan Addendum (ILPA);
- Education progress reports, grades, academic assessments, and notations
- o Copies of Mental Health Assessments, if approved by the Mental Health Professional doing the Assessment.
- o Suicide risk factors screening documentation.
- Section Three Individual Treatment Plan
  - o Orientation Treatment Plan.
  - o Individual Treatment Plan with 60-day, 120-day, and 180-day reviews.
  - o Family counseling shall be available where indicated.
  - o Transition plan is initiated
  - o Transition plan is completed 10 days prior to transition or discharge, if applicable.
  - o Treatment work verification and substance abuse tracking, if applicable.
  - Section Four Program Progress
- Treatment Team Summaries with signatures.
- o Individual and group counseling documentation.
- o Documentation of contact with family/caregiver.
  - Documentation of contact with collateral contacts, if applicable.
  - Section Five Miscellaneous
    - o Incident reports.
    - o Other behavioral reports.
    - o A subsection entitled "Miscellaneous" shall be created to include:
      - Correspondence; and
      - Any other document that does not fit in one of the above sections.
  - Section Six Legal

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- o Resident record card for YOs (always on top) if applicable.
- o Judgment/Commitment orders, if applicable.
- o All other court documents:
  - Correspondence;
  - Any other documentation that does not fit in one of the above sections.

### Treatment

- A licensed behavioral health professional shall oversee the provision of appropriate behavioral health care for students.
- Students shall be screened upon admission for suicide risk factors.
  - o All staff should be trained regarding verbal and behavioral cues of suicide risk and should observe students for signs of vulnerability, trained to recognize high-risk behaviors and high-risk periods of potential suicidal behavior.
  - o All students shall receive suicide prevention training by September 15 of each school year as described in KRS 156.095 (6).
- The statewide child abuse hotline number and the National Human Trafficking Reporting Hotline number shall be prominently displayed. KRS 156.095 (8).
- The Orientation Treatment Plan procedures must:
  - o Be completed within one (1) week of admission; and
  - o Use the DJJ Orientation Treatment Plan form.
- Counseling services shall utilize a trauma informed approach and evidence based practices.

- Substance abuse education shall be available.
- Counseling services provided on an emergency basis and upon student's request, as needed.
- Individual counseling shall be:
  - o Conducted a minimum of one (1) scheduled hour per week.
  - o Documented in the individual client record (ICR) within seven (7) days.
  - o Utilized to help the youth make changes in thinking and behavior consistent with pro-social norms.
  - o Utilized to assist youth in meeting goals and tasks identified on the student's ITP.
- Group counseling shall be:
  - o Conducted for one (1) hour at a minimum of two (2) times per week.
  - o Documented by summary in the individual client record (ICR) within seven (7) days.
  - o Limited to twelve (12) students in any one session.
  - o Utilized to help the student make changes in thinking and behavior consistent with pro-social norms.
  - o Utilized to discuss specific and common issues, conflicts, and concerns.
- Family counseling shall be available where indicated.
- Treatment team shall meet on a weekly basis.
  - o Treatment team shall include the student, the student's family (if available), Juvenile Service Worker (JSW) (if available), youth counselor, certified educational staff, youth worker staff (if available), and other approved individuals.
  - o Youth shall meet with treatment team at least every ten (10) school days.
  - o The treatment team shall be responsible for making all treatment decisions regarding the student.
  - o The youth counselor shall document the treatment team meeting in the hard case file within seven (7) days of the treatment team meeting date. Entries shall be made prior to the next scheduled treatment team meeting.
- If a student is in need of a referral based on a mental health concern, parents or guardians shall be contacted.
- An Individual Treatment Plan (ITP) conference shall be completed within 10 school days of admission.
  - o The youth, parent or caregiver, and JSW, if applicable, shall be invited to attend the ITP conference.
  - o Family identified natural supports may be included in the ITP conference upon request from the parent or caregiver, and
  - o Members of the assigned treatment team shall participate in this conference.
  - o The ITP shall include measureable interventions/tasks.
  - o The ITP shall include an initial transition plan.
  - o An ITP shall be accompanied by a signature sheet that is signed and dated by ITP conference participants.
  - o The ITP shall be reviewed, dated, and signed by a licensed behavioral health professional within 21 school days.
  - o A copy of the ITP shall be given to the youth, parent or caregiver, and upon request to any applicable agency or court and placed in the ICR within fifteen school (15) days.
- The ITP shall be reviewed at least every sixty (60) days and updated as needed. If the date of the review falls on a weekend or holiday, the conference shall be held prior to the designated review date.

- A Treatment Team meeting shall be held thirty (30) days prior to a youth's transition or discharge to complete a transition plan dated with signatures and titles of the multidisciplinary Treatment Team members in attendance. Each student must meet with the Treatment Team at least once prior to returning to their home school.
- For any youth transitioning back to the regular public school setting, a transition plan shall be completed and a transitional planning conference may be held ten (10) school days prior to the youth's anticipated release to support the youth in their reentry into the appropriate school setting.

### Medical

- Provide access to emergency medical and dental care while youth are at the program.
- Health care procedures shall be written in the program's Standard Operating Procedure Manual.
- Health trained staff shall coordinate the provision of health care according to school district policy.
- Only personnel trained in the administration of medication shall perform the administration of medication.
  - o Medication shall be counted for accuracy upon arrival at the school.
  - o Medication shall be secured using key control procedures.
  - o Staff administering medication shall initial the Medication Administration Record (MAR) each time a dose is administered.
  - o Controlled substances are double locked and counted and recorded each time the medication keys change hands.
  - o Medication that is prescribed by a health care provider shall be administered following the established treatment plan.
  - o Over-the-counter medication shall be administered by health-trained staff following school district policy.
- Parental consent shall be obtained upon admission for medical, dental, and behavioral health treatment.
- Any medical attention administered shall be recorded in the student's file.
- Students shall be screened for any health care needs on the day of admission. If a problem is suspected, parents or guardian shall be contacted and assisted, if appropriate, in finding the proper community resources.
- Proof of immunization shall be required within 30 program days of admission, 902 KAR 2:060
- Family planning education and counseling regarding aspects of sexuality shall be available in the program or by referral to appropriate community providers.
- Emergency medical back-up plans shall be included in the program's Standard Operating Procedure Manual. These plans shall include an alternative hospital emergency service or a primary health care provide "on call" service. Plans shall be communicated to all employees.
- All staff shall be trained to administer first aid while waiting for medical personnel to arrive. First aid kits shall be available.
- When a student is suspected of or observed ingesting chemicals, the Poison Control Center shall be contacted immediately. Care shall be provided per Poison Control Center instructions.
- Students shall be screened for drug and alcohol abuse prior to admission to the program by trained, gender appropriate staff. Random screenings may be administered based on cause or court order.
- Drug and alcohol relapse prevention education shall be provided.
- Students who demonstrate signs of intoxication or withdrawal shall be transferred for medical clearance.

- If a student is seriously injured, seriously ill or attempted suicide, the student's parents and the DJJ Commissioner shall be immediately notified. An incident report shall be completed and forwarded to DJJ Administration within twenty-four (24) hours.
- In the case of a student death, Emergency Medical Services (EMS) and law enforcement via 911 services shall be immediately notified.
  - Staff on duty shall not disturb the body or the immediate area beyond any action necessary to check for vital signs or provide emergency resuscitation techniques.
  - o The school shall notify the DJJ Commissioner and the Juvenile Service Worker (JSW) as soon as possible.
  - o Staff shall not provide statements to the press.
  - o Staff with direct information regarding events surrounding the death shall document this information on an Incident Report. Names of students, teachers, and all involved persons, time Coroner was notified and pronouncement of death given, subsequent notifications of parents and guardians shall be recorded. All pertinent notifications and significant facts related to the death shall be fully documented in the ICR.
  - o A complete copy of all records relating to the youth shall be forwarded to the DJJ Office of Legal Counsel within seventy-two (72) hours.
- Schools shall not discriminate against a student with Human Immunodeficiency Virus, Acquired Immunodeficiency Syndrome, or Sexually Transmitted Infection (HIV, AIDS, and STIs).
  - o The following factors may assist in determining whether to continue placement in school:
    - The ability of the student to manage aggressive or sexual behaviors;
    - The maturity and ability of other students in the program to protect themselves from infection; and
    - The availability of medical treatment, as needed.
  - o These factors shall not in themselves preclude the student's continuation in the program, but shall be considered in relationship to the program's structure and supervision capabilities.
- An infection control program shall be in place to monitor the incidence of infectious and communicable diseases among students. The program shall:
  - o Promote a safe and healthy environment;
  - o Reduce the incidence and spread of disease;
  - o Assure that student infected with these diseases receive prompt care and treatment; and
  - o Provide for the completion and filing of all reports consistent with local, state, and federal laws and regulations.

### Behavior Management System

- Develop a code of acceptable school behavior and disciplinary measures that are consistent with the approved day treatment solicitation of application and contract with the Department.
- Disciplinary measures shall not interfere with educational programming, except if there is substantial evidence to justify otherwise.
- Students shall be made aware of the rules, consequences, and safety and security responses as part of the program orientation.
  - o Students shall receive a student handbook upon admission.
  - o Rules and sanctions shall be conspicuously posted in the school.
- A system of graduated responses for rule violations shall be established.

- Incentives may be used to reward or motivate positive behavior.
- The program's system for behavior management shall include alternative to suspension and expulsion.
- Before a DJJ youth is considered for a home school program by other means than expulsion or homebound via doctor, it must be approved by DJJ.
- Sanctions may be used to teach students more constructive and socially acceptable methods for responding to their environment and provide a safe and secure program for students and staff.
  - o Sanctions shall:
    - Be used when dealing with unacceptable behavior; and
    - Be natural, logical, and appropriate.
  - o Sanctions shall not:
    - Be used to demonstrate a staff member's authority over students;
    - Be physically abusive, verbally abuse, or used to dehumanize or humiliate youth;
    - Include the withholding of meals, snacks, educational access, required recreation; or
    - Include the use of restraints or isolation.
- Any sanctions issued for a rule violation shall be documented in the student's ICR.
- Staff shall model appropriate behavior.
- Staff shall discourage and deter inappropriate behavior by students.
- Staff shall reinforce positive behavior by students.
- Staff shall utilize least restrictive behavior management techniques that will safely manage student behavior.
- Staff shall utilize approved and trained methods for the management of youth.
- Physical restraint shall only be used when a youth presents a clear danger to himself, others, or
  property and shall only be performed by staff trained in the program's approved physical restraint
  procedures according to school district policy.
- Any use of physical restraint or management shall be documented.
- Mechanical restraints are prohibited.
- Incidents which present an imminent threat to the safety or security of a DJJ committed student shall be immediately reported to DJJ Commissioner. An incident report shall be completed.
- No individual student or group of students shall be given control or authority over other students.

### Environmental

- School shall comply with applicable federal, state and local sanitation and health codes.
- An Environmental Health and Safety Plan shall be included in the program's Standard Operating Procedures Manual. The Environmental Health and Safety Plan shall include procedures for:
  - o Annual inspection of the program's potable water source and supply conducted by the local company supplying the program's water;
  - o Handling and disposing of liquid and solid waste in compliance with the requirements of all local, state, and federal agencies;
  - o Handling and discarding of contaminated materials and sharps in compliance with OSHA Standard 1910.1030;
  - o Universal Precautions and the issue and use of Personal Protective Equipment (PPE) in compliance with OSHA Standard 1910.1030;
  - o A vermin and pest control program; and

- o Routine inspection for general cleanliness.
- School shall provide a dietician approved, nutritionally adequate menu with allowances for special diets to meet the medical and religious requirements of individual students.
  - o Food services shall comply with applicable state and local sanitation and health codes, including applicable sections of the State Food Service Code 902 KAR 45:005.
  - o All foods shall be properly stored using guidelines of the local Health Department.
- Animals housed in the school shall have a written plan of care, which includes staff responsibilities.
  - o All animals shall have adequate immunizations, licenses, and humane treatment.
  - o Student encounters with animals shall be supervised for protection of the student and the animal.

### Safety and Security

- School shall follow the provisions of the Safe Schools Act/Senate Bill 1, 2019.
- Develop a program-specific Emergency Procedure plan to address weather and other emergencies and train all staff annually on such procedures. The Emergency Plan shall delineate procedures in accordance with KRS 158.162 and KRS 158.164.
  - o Establish primary and secondary escape routes for all rooms. Post the routes in each room by any doorway used for evacuation.
  - o Identify the best available severe weather safe zones and post the locations of safe zones in each room of the school.
  - o Develop practices for students to follow during an earthquake.
  - o Develop and adhere to practices to control access to the school building.
  - o Conduct emergency response drills to include severe weather drills, earthquake drills, and lockdown drills according to KRS 158.162 (5).
- The district shall have an anonymous reporting tool that allows students, parents, and community
  members to anonymously supply information concerning unsafe, potentially harmful, dangerous, violent
  or criminal activities, or the threat of these activities to appropriate public safety agencies and school
  officials.
- If the school district is participating in a Kentucky Center for School Safety audit, the contracted day treatment program shall be included in the audit process.
- The school shall promote safe work practices and minimize illness and injury to employees and students through the reduction of exposure to blood borne pathogens in accordance with the Occupational Health and Safety Standards (OSHA reference 29 CFR 1910.1030).
- Teachers shall sign in and out of the program each day. The documentation shall include a record of arrival and departure times.
- All entrance doors shall be locked at all times.
- School shall establish procedures, which provide for the safety, security, control, management, and storage of tools, sharps, and hazardous materials including culinary tools, medical equipment and flammable, toxic, caustic, and other hazardous (FTC) materials. Standard Operating Procedures shall include:
  - o Inventory procedures for all tools, sharps, and FTC materials stored within the school.
  - o A tool control system.
  - o Storage of all FTC materials shall be in accordance with applicable fire and safety codes and Environmental Protection Agency (EPA) regulations.

### Alleged Abuse Reporting

- Procedures for following KRS 620.030. Duty to report dependency, neglect, or abuse.
- Procedures to notify the Department's Education Branch of any alleged abuse within the program within 24 hours of becoming aware of the allegation.
- Procedures to notify the Department's Education Branch immediately of the media's request for information and/or coverage of the day treatment, its personnel or youth actively enrolled in the program.

### Training / Professional Development

- Procedures for training and professional development shall include:
- Training to maintain adequate and competent staff necessary to provide services;
- o Initial training that includes: program operating procedures; working with at-risk youth; behavior management system; youth orientation handbook; physical restraint skills; program safety security procedures; and suicide signs and symptoms;
- A yearly training plan for each staff that includes a review of: physical restraint skills; program
   safety/security procedures; suicide signs and symptoms, and new or revised standard
   operating
   procedures;
- o Documentation of training; and

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O Demonstrate an effort to establish a program-wide positive behavioral environment for both staff and students such as the Positive Behavioral Interventions and Supports (PBIS) program.

### Management/Leadership

- One full-time, on-site principal/head teacher/school administrator is responsible for all aspects of the program.
- One full-time, on-site principal/head teacher/school administrator will participate in management meetings/trainings designed by DJJ for Contracted Day Treatment Program Directors.
- One full-time, on-site principal/head teacher/school administrator shall ensure:
- Staff adherence to procedures manual;
- O Submission to DJJ by the 5 <sup>th</sup> of each month a complete, accurate, and cumulative Monthly Medicaid Report;
- Submit to DJJ by the 15 <sup>th</sup> of each month a completed program report to include expenditures. Procedures are in place to address youth absences from the program and to accurately report absences in Infinite Campus;
- o Monthly auditing of youth treatment files for content, timelines met, and quality of documentation;
- All files are audited at least quarterly;
- Youth treatment files are uniformly compiled;
- Youth treatment files are kept confidential and secure;
- Staff adhere to Employee Code of Ethics/Conduct;
- Documentation of monthly staff meetings that includes an agenda, sign-in with name and title of those in attendance and meeting minutes;

- o Program staff cooperates during the annual Education Branch monitoring;
- The program will encourage completion of all student surveys, staff surveys, and collateral contact surveys requested as part of DJJ monitoring;
- When requested, a Program Improvement Plan is developed and submitted within 30 days of receipt of the final monitoring report to address any issues noted during the Department's Education Branch monitoring;
- There is a process for evaluating employees' performance;
- O Substitute teachers are available when teachers are absent all or part of a school day;
- There is a plan to ensure adequate housekeeping and maintenance of the facility
- o There is annual review of Standard Operating Procedures, and approval;
- O Standard Operating Process are made available to all staff and volunteers; and, available community resources are identified and utilized.

### **Budgets**

The budget should incorporate the total revenues and sources, confirmed or estimated and total expenses. Revenues should include the request from the Department, as well as any other projected incomes. Total expenses should include itemized personnel costs for each position and itemized operating cost. Personnel cost, transportation, training and other expenses must be clearly identified by amount and source in this budget.

Operating costs of the facility, food, and transportation should be worked out with the local Board of Education. Your budget request from the Department should include personnel, fringe, and those operation costs directly attributed to treatment service personnel. The total prepared budget should, however, reflect total program costs and all sources of revenues. Please note, teacher's salaries and benefits should not be funded by the Department of Juvenile Justice. If you put the teacher's salaries and benefits under DJJ costs, you will be requested to realign your budget.

The budget narrative is an explanation of each line item of the budget. Any total cost which has more than one component in the total, should be broken down into individual costs, for example, fringe benefits could include F.I.C.A. and health insurance.

YOUR BUDGET MUST CLEARLY REFLECT WHAT LINE ITEM (S) ARE BEING CHARGED TO THE DEPARTMENT PORTION OF THE BUDGET, AND WHAT ITEM (S) WILL BE CHARGED TO OTHER FUNDING SOURCES.

### **Attachments**

Need not contain any narrative explanation, but should include copies of the following documents:

- Articles of Incorporation (if incorporated);
- Copy of standard operating procedures and policies;
- Provide a school calendar that identifies local school district instructional days, instructional/direct service days beyond the local school district calendar, professional development days, holidays, vacation days, and non-instructional days;
- A daily program schedule for instructional/treatment time per day for each day beyond the local school district calendar;

- An organizational chart detailing the lines of supervision, positions, names and titles for each individual;
- Staff vitae;
- Copy of Youth Orientation Handbook; and
- Comprehensive Inventory of items valued at over \$500 with an estimated life of one year or more purchased through this funding source.

### **Conditions**:

The Department reserves the right to fund all, part, or none of any individual services to the extent necessary to maximize the provision of Day Treatment Services. Receipt of an application by the Department or submission of an application to the Department confers no rights upon the submitting agency nor obligates the Department in any manner. The Department of Juvenile Justice retains sole discretion to determine whether to provide funding to a Day Treatment program.

Applicants are advised that: a) Any contract awarded shall be governed by applicable laws of the Commonwealth of Kentucky; b) The contents of the successful renewal application shall become part of any contract awarded; and c) The Department reserves the right to request application amendments or modifications after the initial receiving date and during the entire contract period.

Please send an original and (1) copy of the renewal application and required documents by 4:00 p.m.

E.S.T., May 8, 2022, to:

Shannon Jett

Department of Juvenile Justice

1025 Capital Center Drive, 3rd

Floor Frankfort, Kentucky 40601

CONTRACTOR NAME:

### NAME OF STAFF MEMBER

### POSITION/TITLE OF STAFF MEMBER

Jaziel Ramon Guerra	Principal
David Sullivan	Teacher
Stacy Price	Counselor
Patricia Johnson	Instructional Assistant
Marta Robins	Administrative Assistant
Brittany Hampton	Special Education Teacher

Date: 5/5/2027

### LEGAL DOCUMENTATION AUTHORIZATION

I hereby authorize the following person(s) to sign agency legal documents from this agency in accordance with the terms of the contract with the Justice Cabinet/Department of Juvenile Justice.

<u>PRI</u>	NTED NAME	SIGNATURE
1. Ambe	er Minor	amber youror
2.		
3.		
	- Sup nigren	red Official's Signature  en - handard  Title  Co. Schools  Agency Name  Agency Name  Approximately 12 40330  Address  Date:

### **INVOICE AUTHORIZATION**

	PRINTED	<u>NAME</u> <u>SIGNATURE</u>
1.	Amber Minor	amber youror
2.	Kaley Bivens B	ivins <u>KalyBuris</u>
3.		
		Authorized Official's Signature Sugar, te dent
		Title
		Agency Name 530 Pennyville 57,
		Harridsburg, JL, 40330
		Address

**DJJ Budget** 

Revenues	
Department of Juvenile Justice (Current Allocation)	\$73,710.00
Total Revenues	\$73,710.00

Expenses	Total Expenses	Department	Other Sources
Counselor (full-time)	\$76,241.00	\$70,436.00	\$5,805.00
Fringe	\$3,547.00	\$3,274.00	\$273.00
Total Expenses	\$79,788.00	\$73,710.00	\$6,078.00

### SAMPLE BUDGET TOTAL BUDGET

### Revenues

stice (Current Allocation)		<b>S</b>
		\$
amount		\$
		\$
Total Expenses	*Department	Other Sources
ding teacher salary)		
T		
<b>T</b>		A
	Total Expenses ding teacher salary)	amount  Total Expenses *Department

Food:		
Insurance:		
Transportation:		
Other (describe):		
Total:		

<sup>\*</sup>Specific line items being charged to the Department Request

### REQUIRED INFORMATION THAT MUST BE SUBMITTED:

- 1. Your agency's Standard Operating Procedure Manual including policies that clearly detail all the information that has been required in pages 2-6. Please send only the procedures that are requested in the application.
- 2. A Budget that reflects the total funding of your program for Fiscal Year 2023 (July 1, 2022 through June 30, 2023) and Fiscal year 2024 (July 1, 2023 through June 30, 2024).
- 3. A Budget Narrative for any total cost which has more than one component in the total, should be broken down into individual costs, for example, fringe benefits should include F.I.C.A. and health insurance.
- 4. Completed page(s) 8, 9, and 10.
- 5. An organizational chart detailing the lines of supervision, positions, names and titles for each individual;
- 6. Copies of Staff Vitae's.
- 7. A school calendar for Fiscal Year 2023 and Fiscal Year 2024 (July 1, 2022 through June 30, 2024). This calendar shall detail the local school district instructional days, instructional/direct service days beyond the local school district calendar, professional development days, holidays, vacation days, and any non-instructional days.
- 8. A daily program schedule for instructional/treatment time per day for each day including beyond the local school district calendar.
- 9. In the daily schedule, show theme-based, student-centered, or project-based instruction for students.
- 10. A copy of the Youth's Orientation Handbook.
- 11. Comprehensive Inventory of items valued at over \$500 with an estimated life of one year or more purchased through this funding source.
- 12. You will send an original copy of the requested information and attachments and one (1) copy of all the material.

# Mercer County Schools- Mercer Day Treatment Program

### KECSAC PROGRAM IMPROVEMENT PLAN for School Year 2022-2023

STAN	STANDARD (X):	(X) Purpose and Direction	(X) Governance and Leadership
		( ${\sf X}$ ) Teaching and Assessing for Learning	( X ) Resources and Support System
		( ) Support	
Distri	ct Name <u>Mercer</u>	District Name Mercer County SchoolsComponent Manager_Andy Moberly	Andy Moberly Preliminary X
Progr	am Name <u>Merc</u>	Program Name <u>Mercer Day Treatment</u> Date	Date <u>8/1/2022</u> Revised
Priori	Priority Need {Data-Driven}		Goal {Addresses the Priority Need}
	As the new princ keep this need for purpose and nee encouraging suceducation	<ol> <li>As the new principal at Mercer Day Treatment, I want to keep this need for the 22-23 school year. Understanding the purpose and needs of being a 90 Day Program and encouraging successful transitions into mainstream education</li> </ol>	1. By the end of the 22-23 school year, MDT will have continued an improved structure of a 90 day program to meet the needs of every student and implement a new phase to encourage successful transitions back to mainstream education.
5	As the new princ	As the new principal to Mercer Day Treatment, I want to keep this need for the 22-23 school year. Continue to	<ol><li>During the 22-23 school year, continue the implementation and improve on the previous year's mentoring program.</li></ol>
	implement a mer year.	implement a mentoring program started in the 19-20 school   year.	<ol><li>Students will continue to improve their reading skills using</li></ol>

Students will continue to improve their reading skills using the Reading Plus program while in school and during

distance learning.

emphasize the importance of reading across all cur	keep this need for the 22-23 school year. Continue to	<ol><li>As the new principal to Mercer Day Treatment, I wa</li></ol>
g across all curriculum.	vear. Continue to	Treatment, I want to

### Causes of the Need

(What was happening in our program that allowed weak student performance, i.e., which elements of the SISI were not fully developed and implemented?)

- Students are not wanting to leave Day Treatment after the 90 Day Program.
- 2. Need to continue to make connections between the community and our students.
- Improving Reading Comprehension will always be a priority no matter what level our kids are.

## Objectives for Reaching the Goal

(What will be different in our program so that we will have stronger student performance?)

- We are going to redefine our 90 Days and transitioning strategies to encourage students to want to return to mainstream education and prove everyone wrong and be successful.
- 2. Continue to invite community members to our program so students can continue to make connections.
- Continue to have a project based English class as well as use the Reading Plus program to monitor and encourage improvement of reading comprehension.

### **Evidence of the Causes**

(What data showed that the causes were really happening in our program?)

- As student near the 90 Day completion mark they are not wanting to return to the high school or enter our Alternative school.
- Students are not aware of their community resources.

### Measures of Objectives

(What data will show that we are reaching the objective? What data will show that our student performance is improving?)

Students will understand the importance of returning to mainstream education because of the abundance of course offerings and other opportunities offered to them that we simply can not meet. (I.E. athletics, clubs, courses, etc.)

		ယ
the family unit.	due to a disability or lack of encouragement to read from	Low reading comprehension from younger grades usually

- We will continue to utilize our Educational Platforms such as our PodCast, Bee Keeping, Gardening, etc, to reach out to community members and make connections for our students in the form of a mentoring program.
- We will monitor progress through the Reading Plus Program.

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

1. Redefine Meet to modify Encourage Andy Moberly 8/ Purpose/ current policies and students to return	
	8/1/22 6/31/23
transitions after 90 opportunities. Pat Johnson days.	
t to Andy Moberly	8/1/22 6/31/23
3 Continue to Online platform Improvo Booding Andrews	
Reading Plus scores David Sullivan	0.000

# Mercer Day Treatment Attachment 8 for 2022-2023 MOA

## Implementation and Impact Check for School Year 2021-2022

**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 2021-2022 Memorandum of Agreement.

Purpose and needs of being a 90 successful days).  Postagram a successful franction to mainstream education.  Part of At schools, (project based learning)  -Created strategies and incentives for encouraging students to Campilete treatment as close to the 90 days (successful days) and the At schools.  Purpose and Looked at the average length of stay for students in DT of stay for students in DT (120 days).  -Assessed whether or not transition to mainstream education.  -Assess why students would rather stay at DT than return to At schools, (project based learning)  -Created strategies and incentives for encouraging students to complete treatment as close to the 90 days (successful days) along with a new transition plan to help ensure students to complete treatment as close to the 90 days (successful days) along with a new transition plan to help ensure students to complete treatment as close to the 90 days (successful days) along with a new transition plan to help ensure students are now supported to help ensure students would and support for the new process.  - New Transition posses, readed in collaboration with district Harmstein process, and offer the new process.  - New Transition posses, readed in collaboration with district Harmstein process.  - New Transition process, readed in collaboration and support for the new process.  - New Transition process, readed in collaboration.  - New Transition process, with district HTYSS team, and other At school of the new process.  - New Transition process.  - New Transition process, and upde support for the new process.  - New Transition process.  - New Transition process.  - New Transition process, and upde support for the new process.  - New Transition proce	Objective Label	Activity/Strategy	I = Implemented IP = Implemented Partially	Has This Activity Had Impact?	Evidence of Actual Impact on Terms of Progress and Success	Outcomes/Observations/ New Data Reasons for Progress and Success or
Looked at the average length of stay for students in DT stay for students in DT with district MTSS neam, and other A1 buildings. (120 days).  Assessed whether or not transitions during the semester negatively or positively affect students. (negative)  -Assess with students would rather stay at DT than return to A1 schools. (project based learning)  -Created strategies and incentives for encouraging students to complete treatment as close to the 90 days (successful days) along with a new transition plan to help ensure student success in the A1 schools.			NI = Not Implemented	Yes/no		Reasons Expected Impact Did Not Occur
	Purpose and needs of being a 90 successful day program encouraging a successful transition to mainstream education.	Looked at the average length of stay for students in DT (120 days).  -Assessed whether or not transitions during the semester negatively or positively affect students. (negative)  -Assess why students would rather stay at DT than return to A1 schools. (project based learning)  -Created strategies and incentives for encouraging students to complete treatment as close to the 90 days (successful days) along with a new transition plan to help ensure student success in the A1 schools.		Yes	New Transition process, created in collaboration with district MTSS team, and other A1 buildings. Students are now supported in the A1 school for a probationary period to help ensure success. Students are assigned an administrator, social worker, counselor, check-in and check out process.	I consider the new process and support for the new process a huge success in achieving buy-in from other the schools and district.

# Mercer Day Treatment- Attachment 8 Implementation and Impact Check for School Year 2018-2019

Objective Label	Activity/Strategy	I = Implemented IP = Implemented Partially NI = Not Implemented	Has This Activity Had Impact? Yes/no	Evidence of Actual Impact on Terms of Progress and Success	Outcomes/Observations/ New Data Reasons for Progress and Success or Reasons Expected Impact Did Not Occur
Continuation of implementation of active community	Invited various adults to help mentor students on an as need basis. Mentors were paired up based on common interest.	₽	Yes	Mr. Germaine Dunn was invited to speak to and mentor students about his journey and life struggles. Mr. Dunn is a former DT student from the early 90 and is now a local Kentucky artist and motivational speaker.	Students responded well to Mr. Dunns visits and personal stories.

# Mercer Day Treatment- Attachment 8 Implementation and Impact Check for School Year 2018-2019

			Objective Label
			Activity/Strategy
NI = Not Implemented	Implemented Partially	P=	I = Implemented
Yes/no	Impact?	ACTIVITY	Has This
			of Progress and Success  Outcomes/Observations New Data
Reasons Expected Impact Did Not Occur	and Success or	Reasons for Progress	Outcomes/Observations/ New Data

	Continue to encourage Reading across the curriculum
	All students participate in Reading Plus strategies. Mr. Sullivan emphasizes the importance of reading in all contents and lays a great foundation for the importance of reading.
	<u></u>
,	Yes
	Reac
	ts
	us, Pn
	ogress
	s Impr
	Reading Plus, Progress Improvement Charts
	MDT enthu for re conte
	MDT Staff embodies (enthusiasm and passifor reading both for content and pleasure.
	ambod and p both fc
	MDT Staff embodies great enthusiasm and passion for reading both for content and pleasure.

# Mercer Day Treatment- Attachment 8 Implementation and Impact Check for School Year 2018-2019

Objective Label
Activity/Strategy
I = Implemented IP = Implemented Partially NI = Not Implemented
Has This Activity Had Impact?
Evidence of Actual Impact on Terms of Progress and Success  Reasons for Progress and Success and Success or Reasons Expected Impact Did Not Occur
Outcomes/Observations/ New Data Reasons for Progress and Success or Reasons Expected Impact Did Not Occur

### **Day Treatment**

### **Transition Plan**

### Plan developed during treatment and prior to change of educational placement

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

Date					
Student:		Date of Bir	th	Grade	
Date of Education	onal Placement		_Anticipated Discl	narge Date	
<u>Educational</u>					
Educational goal	l:				
Pre and Post As.	sessments_				
<u>Assessment</u>	Pre test date	Grade Equivalence	Post test date	Grade Equivalence	
Reading		*			
Math					
	ticipating in a GE	Ooes the student have an I			
Current Behavio	<u>)r</u>				

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

Contact Person
<u>Vocational</u>
Vocational goal:
Individual Learning Plan:
Career Scope completion date: Interest Area: Has it been shared with the student?
Is the student participating in vocational / job shadowing program(s)? If yes, which program(s)?
Contact Person
Mental/Physical Health
Mental/Physical Health goal:
Does the student have mental/physical needs that may impact learning or treatment? If, so, please explain.
Expected Outcome (How will mental/physical be addressed as student transition?)
Contact Person
Treatment Team Members

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

	Other:		Other:
follow up will include: Is the youth still in	school, graduated o	with each student at two months, six months and at r obtained a GED? Has the youth had any law viola the youth been adjudicated of any new offenses?	

Academic/Vocational /Mental Health Portfolio Writing Open Response / On Demand Reading Programs Writing Reading Plus **Psychosocial** Reading class Career Futures SAR ACT Preparation Learning Styles Individual Learning Plan Piney Mountain Weekly Progress Notes Pre-GED IPI Career Scope **IEP** Records Review Job Shadowing Math & Reading Kentucky Core Content Check off List Academic Strategies \_\_\_Reading / Math **Treatment Team Meetings** Portfolio Writing Behavior Modifications / Pre-GED Special Accommodations SRA Parents invited to conferences Reading Plus Phone Documentation Practical Living Skills Career Skills Instruction based on KY Core Content Open Response / On Demand Writing Teach to Learning Styles **Extended School Services During Academic Placement** Community Resources / Vocational Referrals **IEP** Vocational / Technical School IPI Military / ASVAB IGP/ILP **Educational Opportunities** IEP Meeting (if applicable) GED / Adult Learning **IPI** Meeting Job Corps **Treatment Team Meeting** 

**Guest Speakers** 

60 Day Reviews

### **During Treatment** Family Meetings/ Counseling Weekly Progress Notes offered Records Review **Drug Screens** ITP Meeting/Development Behavior Management \_\_\_\_ Individual Counseling Treatment Team meeting Group Counseling (circle) \_\_\_\_ 60-Day Reviews Court Reports Goals Meetings /Community Agencies Life Skills Development Anger Management Mentoring Substance Abuse \_\_\_\_ Transition Meeting Other Academics Social Skills On Exit **Health/Mental Health** Math Immunizations Physical Form Reading Referral for Mental Health (circle) Transition eting

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

**IMPACT PLUS** 

Independent Living
Out Patient Counseling

**DCBS** 

Rivendell CCSU

Lincoln Trail

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

### Follow up for Successful Completion of the program

Name:	
Date of Bir	th: Social Security Number
	following completion of the program.
Contact made	with: Date:
1.	Is the youth still in school, graduated or obtained a GED?
2.	Has the youth had any law violations?
Ι.	rias the youth had any school board violations?
4.	Has the youth been adjudicated of any new offenses?
Contact made  1. 2. 3.	llowing completion of the program.  with: Date:  Is the youth still in school, graduated or obtained a GED?  Has the youth had any law violations?  Has the youth had any school board violations?  Has the youth been adjudicated of any new offenses?
One year follo	owing completion of the program.
Contact made	with: Date:
2.	Is the youth still in school, graduated or obtained a GED?  Has the youth had any law violations?
3.	rias the youth had any school board violations?
4.	Has the youth been adjudicated of any new offenses?