## Kentucky Educational Collaborative for State Agency Children (KECSAC) 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 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 2023-2024 Interagency Agreement between the school district and treatment program (not required for Department of Juvenile Justice programs).
- ATTACHMENT 7 A 2023-2024 Program Improvement Plan (PIP).
- ATTACHMENT 8 Implementation and Impact Check, based upon 2022-2023 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.

- 1. 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; or
  - b. Those children placed or financed by the Cabinet for Health and Family Services in a private facility pursuant to childcare 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 intellectually disabled; and
- 3. Those children committed to or in custody of the Department of Juvenile Justice and placed in a department operated or contracted facility or program; and
- 4. 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.

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 prior to September 15, 2023. KECSAC 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. If a completed MOA is not received by March 1, 2024, KECSAC will reallocate funds identified herein to other participating school districts and the outstanding incomplete MOA will be forfeited for the fiscal year.

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 at: Kristine.Smith@kecsac.org

Or

Sherri Clusky at Sherri.Clusky@kecsac.org

## MEMORANDUM OF AGREEMENT

Kentucky Educational Collaborative for State Agency Children
Fiscal Year 2024
(July 1, 2023 - June 30, 2024)

## I. INTRODUCTION

This agreement is made and entered into this 1<sup>st</sup> day of July, 2023, 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 **Hopkins 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 **Hopkins 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, 2023, with an end date of June 30, 2024. 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 - Hopkins 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.
- Personnel assigned by the school district to the education program will be afforded all of the amenities
  of Hopkins 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. If a completed MOA is not received by March 1, 2024, the FIRST PARTY may reallocate funds identified herein to other participating school districts and the outstanding incomplete MOA will be forfeited and considered null and void.
- 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, 2023 – June 30, 2024 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 8, 2023

Spring Statewide Meeting:

March 1, 2024

- 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 25, 2023. 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 with 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 2023-2022 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 2022-2023 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 Hopkins County School Distri	ict	FIRST PARTY KECSAC	
Amy Smith Superintendent	Date	Dr. Ronnie Nolan KECSAC Director	Date

## **ATTACHMENT 1**

## Kentucky Educational Collaborative for State Agency Children Budget for 2024 Fiscal Year July 1, 2023 - June 30, 2024

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.

## PROJECT BUDGET REPORT

ite ye	
	ш
	ABI SGET
	VAT
	<b>*</b>
	g Land
	JEC DATE
	PRO
	100 mg/mg/mg/mg/mg/mg/mg/mg/mg/mg/mg/mg/mg/m
33	E S
2 0 N	EAR DAR
367	C
A P C A	G I
XEC THR NAT	ATER ATE
	X OLAR D
	w.
	ر ينا
	" PAG
	ΣÇ
	SE SE
	RE GUD
	ANG
	UMBR
	ENO.
	4.4
× 80	
103	
 Н	
NUMB DE: DER:	-3 () Z
	OI L
ROJ FDA	CRI
2 M O Q	SES

		が とうこう ない こうかん かんしょう はいかい かんしょう かんしゅう しゅうしゅう しゅう									
	3235.36 7.34 7.34 46.91 30.74	3419:61		60239.00 26.40 88.08	873.47 1807.17 60.00 572.27	63666, 39		-67086.00	.67086.00 .00	-67086.09 67086.00	
	595999	. 00		888	8888	.00**		%	00. 00.	00.	. 00
	888888	00"		888	ප්පේද්	0.0		90.	00° 00°	00 00	.00
	888888			<u> </u>	8888	00		00-	00. 00:	00.	00.
	888888			કંકંટ	8888	00.		99,	00 00	00.	.00
	3235.36 2.20 7.34 7.34 46.91 97.06 30.74	5/4/9/6/1		60239.00 26.40 88.08	873.47 1807.17 60.00 572.27	63,666,39		-67086.00	-67086,00 .00	-67086, 00 67086, 00	0.00
	988888	900		888	8888	90		00.	00 00 00	00.	00.
OOSZOSI GUIDANCE COUNSELING SRF	CERTIFIED PERMANENT SALARY GROUP LIFE INSURANCE VISTON INSURANCE EMPLOYER MEDICARE CONTRIBUTION KTRS EMPLOYER CONTRIBUTION WORKWENS COMPENSATION	TOTAL GUIDANCE COUNSELING SRF	0052198 STATE AGENCY CHILD KECSAC	CERTIFIED PERMANENT SALARY GROUP LIFE INSURANCE WASTON INSURANCE	EMPLOYER MEDICARE CONTRIBUTION KTRS EMPLOYER CONTRIBUTION KSBA UNGMELOYER TINSURANCE KNOBYMENS COMMENTATION	TOTAL STATE AGENCY CHILD RECSAC	220 SKANT REVENUE SRF	RESTRICTED STATE REVENUE	TOTAL GRANT REVENUE SRF TOTAL KECSAC	TOTAL REVENUES TOTAL EXPENSES	GRAND TOTALS
8005800	0110 0211 0213 0222 0231 0260		005216	02110	00000	2070	077	3200			

AUTHORIZED SIGNATURE: \_\_\_

DATE:

Page

## KENTUCKY DEPARTMENT OF EDUCATION

SEEK Calculations

District: 265 Hopkins County - School Year: 2023 - 2024

2023 - 2024 Forecast

Date Generated: April 28, 2023 12:48:50 PM

SEEK INPUTS:									<u></u>	SEEK CALCULATION;		Per Pupi		Ictol	SEEK STATE CALCULATION:		Įģ
Assessment	*	3,018,	3,018,757,828		Prior Year End of Year AADA	AADA.		6.307.561		Guaranteed Base *	46	4,200	1/2	26,491,756	Guaranteed Base *	\$ 26.49	26.491.756
Per Pupil Assessment		₩	478,594	Growth						At Risk		387		2,438,925	At Risk	4.	7 438 075
91-92 State Per Pupil Funding		*	2,522.00	Prior Yea	Prior Year AADA Plus Growth	Srowth		6 307 561		Home & Hospital		8		277.721	Exceptional Child	, 4	6 178 745
Transportation (Unprorated)		*,	4,245,035	At Risk				3.871.310		Exceptional Child		88		6.178.746	Home & Hospital	; ±	127,727
Maximum Tier I Rate			44.3	Prior Yea	Prior Year December 1 Child Coun	Child Co	unt		_	Transportation		<b>₹</b>		2,922,645	Limited English Proficiency		40.773
Levied Equivalent Rate			65.2	Low (S	Low (Severe: Weight 2.35)	ht 2.35)			209	Limited English Proficiency		9		40,723	Hold Harmless		
Base Year Levied Equivalent Rate			65.2	Moder	Moderate (Moderate: Weight 1.17)	e: Weigh	t 1.17)		290	Calculated Base Funding	•	6,056	<del>"</del>	38,200,567	Prior Year Adjustment		0
Current year Levied Equivalent Rate	4.		2.79	Migh (	High (Speech: Weight 0.24)	jht 0.24)			232 F	Less 30 Cent Local Effort		1,436		9,056,273	Adjustments ***		0
Current Year Second Month Growth %	8		0.000	Prior Year	Prior Year Home & Hospitz	Spital		.E	31.164 C	Calculated State Portion	₩	4,621	<b> </b>	29,144,294	January Growth **		0
				Limited E	Limited English Proficiency	ancy			101	Base Prorated Adjustment		0		0	4% Adjusted Assessment **		0
MCCOUNTY CONTRACTOR									Ť	Prior Year Adjustment		0		Ó	Negative Payment		0
MACAGES CALCULATION:	•			1	Prorated				-	Adjusted State Portion	45	4,621	<b>"</b>	29,144,294	Less 30 Cent Local Effort	906	9,056,273
		<b>1</b> 00		State	Adjustm		Adjusted State.	jate	u)	State Tier I		497		3,135,811	Less Capital Outlay	. 63	630,756
FSPK \$	1,509,379	97.5	\$ 1,69	1,694,862	₩.	0	\$ 1,694,862	4,862	<i>-</i>	State Tier I Prorated Adjustment		0		o	Base Prorated Adiustment		-
Original Growth		0	44	0	<b>€</b>	0	₩.	0	⋖	Adjusted Tier I	\ \ **	497	<b>*</b>	3,135,811	SEEK State Amount	\$ 25.590.893	893
Equalized Growth \$		0							- 4E	Hold Harmless		0					}
Recallable \$		0	₩	0	149	0	44	Ç	r.	January Growth **				0			
Equalized Facility Funding \$		0	₩.	0	ŧĄ.	•	ŧo.	0	4	4% Adjusted Assessment **				0			
BRAC		0	47	o	₩	0	ún.	0	<	Adjustments **		O		0			
Category Five \$		0	₩-	0	€0-	0	įs.	0	<u> </u>	Total State SEEK *		5,118	*	32,280,105			
										Unallocated Amount				0			
									<b>-</b>	Total State Funds			<b>₩</b>	32,280,105			********
										Less Capital Outlay				630,756			
									<u> </u>	Net General Fund SEEK			₩.	31,649,349			

Division of District Support 4th Floor 300 Sower Bivd Frankfort, KY 40601



Support Education Excellence in Kentucky Page 83 of 171

Statewide Equalization is \$1,016,000.00.

<sup>\*</sup> CAPITAL OUTLAY in the amount of \$630,756.00 is included in the total guaranteed base. \*\* These line items are totaled in the 'Adjustment to Appropriation' column on the SEEK Output spreadsheet.

## ATTACHMENT 2 Comprehensive Budget For 2024 Fiscal Year July 1, 2023 - June 30, 2024

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 Allo	ocation FY24
Title I, Part A	\$
Title I Part D, Subpart 2	\$
Neglected & Delinquent	
Title I School Improvement	\$
Title I Part B Even Start	\$
Title I Part B Reading First	\$
Title I Part C Migrant	\$
Stewart B. McKinney Homeless	\$
Title II, Part A, Teach Quality	\$
Title I, Part D, Education	\$
Technology	
Title II, Part D, Education	\$
Technology-Competitive	
Title III Limited English	\$
Proficiency	
Title III Immigrant	\$
Title IV Part A Safe & Drug	\$
Free Schools	
Title IV Part B, 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:Title I Part D, Sub1	\$30,000.00
Total	\$30,000.00

State Programs Al	location FY24
General/District Funds	\$364,694.67
Local Tax Dollars	\$108,934.78
Family Resources Youth	\$
Service Centers	
Gifted talented	\$
Extended School Services	\$
Preschool	\$
Professional Development	\$ \$ \$
Textbooks	\$
Safe Schools	\$
KECSAC	\$67,086.00
Read to Achieve	\$
Dropout Prevention	\$
Community Education	\$
Local Area Vocational	\$
20% Vocational Funds	\$
Commonwealth School	\$
Improvement	
Elementary Arts &	\$
Humanities	
Math, Achievement Fund	\$
Other:DJJ	\$88,148.50
Other:	\$
Other:	\$
Other:	\$
Total	\$628,863.95



## YTD BUDGET REPORT

FOR 2024 01					JOURNAL DETAI	JOURNAL DETAIL 2023 1 TO 2023 13	023 13
ACCOUNTS FOR: 1 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET YT	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0051087 HOPKINS CO.ADT BLDGS/GROUNDS							
0221 EMPLOYER FICA CONTRIBUTION 0222 EMPLOYER MEDICARE CONTRIBU 0232 CERS EMPLOYER CONTRIBUTION 0250 LORD COMPENCATION	1,060.00 247.00 4,264.00	8888	1,060.00 247.00 4,264.00	8888	8886	1,060.00 247.00 4,264.00	8888
0411 WATER/SEWAGE 0411 WATER/SEWAGE 0610ER ENERGY REWARDS 0621 NATURAL GAS	4,000.00 250.00 2.000.00	8888	4,000.00 250.00 2.000.00	36.26 .00 .00 62.00	888	3,963,74 250,00 1,938,00	, 6888 1, 6888
0622 ELECTRICITY	25,000.00	8	25,000.00	587.61	0	24,412.39	2.4%
TOTAL HOPKINS CO ADT BLDGS/GRO	36,979.48	00	36,979,48	685.87	00	36,293.61	1.9%
TOTAL GENERAL FUND:	36,979.48	00	36,979.48	685.87	00.	36,293.61	1.9%
		7	40473,629,45	54.6			

Allocation Method:
FY2023 GF
Tox Revenue: 20,342,909.15 23%
Total Revenue: 90,489,148.58

Local Tax: 108,934.78 General Fund: 364,694.67



## YTD BUDGET REPORT

2	G.	%€
2023 1	PCT USED	1.9%
JOURNAL DETAIL 2023 1 TO 2023 13	AVAILABLE BUDGET	36,293.61
JOURNAL DETA	ENCUMBRANCES	00.
	YTD EXPENDED	685.87
	REVISED BUDGET	36,979.48
	TRANFRS/ ADJSTMTS	00.
	ORIGINAL APPROP	36,979.48
		GRAND TOTAL
FOR 2024 01		

\*\* END OF REPORT - Generated by Eydie Tate \*\*

~

YTD BUDGET REPORT



Roll projects to object: N Carry forward code: 1 Year/Period: 2024/ 1 Print MTD Version: N Includes accounts exceeding 0% of budget. Ye Print totals only: Y Print totals only: Y Print tall or Short description: F Promat type: 2 Cacount: N Supress zero bal accts: Y Include requisition amount: N Print Revenues-Version headings: N Print revenue budgets as zero: N Print revenue budgets as zero: N Print journal detail: Y Print journal detail: Y Print journal detail: Y Print journal detail: Y Prom Yr/Per: 2023/11

Include budget entries: Y Include budget entries: Y Sort by JE # or PO #: J Detail format option: I Include additional JE comments: N Multiyear view: F Amounts/totals exceed 999 million dollars: N Page Break Find Criteria Field Name Field Value 0051087 Field # 1 11 0 Report title: YTD BUDGET REPORT Org Object Project Rollup code Account type Account status Sequence 1 Sequence 2 Sequence 3 Sequence 4

Report generated: 08/14/2023 17:27 User: Program ID: glytdbud

Page

m



## YTD BUDGET REPORT

FOR 2024 01					JOURNAL DETAIL 2023	:L 2023 1 TO 2023	023 13	
ACCOUNTS FOR: 1. GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
DDSIDS1 ADT GUIDANCE COUNSELOR								
0110 CERTIFIED PERMANENT SALARY 0211 GROUP LIFE INSURANCE 0214 GROUP DENTAL INSURANCE 0219 VISION INSURANCE 0222 EMPLOYER MEDICARE CONTRIBU 0231 KTRS EMPLOYER CONTRIBUTION 0253 KSBA UNEMPLOYMENT INSURANC	29,058,00 288.00 288.00 88.08 85.34 1,771.74 561.05	8888888	59,058.00 288.00 288.00 88.08 856.34 1,771.74 561.05	88888888	88888888	59,058.00 28.80 288.00 88.08 856.34 1,771.74 60.00	<u> </u>	
	62,712.01	00.	62,712.01	00.	00*	62,712.01	%0.	
0051077 HOPKINS CO ADT PRINCIPAL OFFIC								
0110 CERTIFIED PERMANENT SALARY 0130 CLASSIFIED REGULAR SALARY 0211 GROUP LIFE INSURANCE 0214 GROUP DENTAL INSURANCE 0219 VISION INSURANCE 0221 EMPLOYER FICA CONTRIBUTION 0222 EMPLOYER FICA CONTRIBUTION 0232 KTRS EMPLOYER CONTRIBUTION 0232 CERS EMPLOYER CONTRIBUTION 0233 KSBA UNEMPLOYER CONTRIBUTION 0253 KSBA UNEMPLOYER CONTRIBUTION 0253 KSBA UNEMPLOYER CONTRIBUTION 0250 WORKMENS COMPENSATION 0250 WORKMENS COMPENSATION 0250 TRAVEL 0610 GENERAL SUPPLIES  TOTAL HOPKINS CO ADT PRINCIPAL 00511168HOPKINS GONDIEREGRINSTRUGGION 0110 CERTIFIED PERMANENT SALARY 0113 OTHER CERTIFIED SALARIES 0120 CERTIFIED SALARIES	\$1,413.00 \$2,420.00 \$288.00 \$88.00 \$8.80 \$8.80 \$1,886.04 \$1,542.39 \$1,495.52 \$60.00 \$288.99 \$1,149.52 \$1,105.91 \$1,165.00 \$58.00	888888888888888888888888888888888888888	51,413.00 30,420.00 28.80 28.80 28.80 38.08 1,86.04 441.09 1,442.33 8,149.52 8,149.52 288.99 300.00 1,300.00 1,300.00 97,105.91	2,099:177	888888888888888888888888888888888888888	51,413.00 30,420.00 28.80 28.80 28.00 88.08 1,886.04 441.09 1,542.39 8,149.52 8,149.52 208.00 1,300.00 1,300.00 97,105.91 97,165.00 20,099.17 58.00	91 \$,8,8,8,8,8,8,8,8,8,8,8,8,8,8,8,8,8,8,8	



## YTD BUDGET REPORT

FOR 2024 01					JOURNAL DETAIL 2023	H	TO 2023 13
ACCOUNTS FOR: 1 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0130 CLASSIFIED REGULAR SALARY 0211 GROUP LIFE INSURANCE 0214 GROUP DENTAL INSURANCE 0219 VISION INSURANCE 0221 EMPLOYER FICA CONTRIBUTION 0222 EMPLOYER MEDICARE CONTRIBU 0231 KTRS EMPLOYER CONTRIBUTION 0253 CERS EMPLOYER CONTRIBUTION 0253 KSBA UNEMPLOYMENT INSURANC 0260 WORKMENS COMPENSATION 0444 COPIER RENTAL 0610 GENERAL SUPPLIES	31,936.00 86.40 864.00 264.24 1,321.89 2,734.95 7,570.24 186.07 2,500.00	888888888888	31,936.00 86.40 864.00 264.24 1,950.77 1,321.89 2,734.95 7,570.24 186.00 866.07 2,500.00		1,206.90	31,936.00 86.40 864.00 264.24 1,950.77 7,570.24 7,570.24 1,200.00 1,937.40	22 2 33 33 33 33 33 33 33 33 33 33 33 33
TOTAL HOPKINS CO ADT REG INSTR	141,997.56	00.	141,997.56	2,775.13	1,200.00	138,022.43	2.8%
0051121 HOPKINS CO ADT SPEC ED INSTRUC							
0110 CERTIFIED PERMANENT SALARY 0113 OTHER CERTIFIED SALARIES 0211 GROUP LIFE INSURANCE 0214 GROUP DENTAL INSURANCE 0215 EMPLOYER MEDICARE CONTRIBU 0231 KTRS EMPLOYER CONTRIBU 0253 KSBA UNEMPLOYMENT INSURANC 0260 WORKWENS COMPENSATION	54,968.00 5,000.00 288.00 888.00 88.00 1,649.04 60.00 522.20	\$\$\$\$\$\$\$\$\$\$	54,968.00 5,000.00 288.00 288.00 88.08 89.04 1,649.04 60.00 522.20	588888888	888888888	54,968.00 5,000.00 288.00 288.00 88.08 797.04 1,649.04 522.20	<u>ૢૢૢૢૢૢૢૢૢૢૢૢૢૢૢૢૢૢૢૢૢૢૢ</u>
TOTAL HOPKINS CO ADT SPEC ED I  0051918_HOPKINSTCO_ADI_RED_RENSTRUCT	63,401.16	00.	63,401.16	00.	00.	63,401.16	%
0112 EXTRA SERVICE 0114 NATYONAL TEACHER CERTIFICA 0120 CERTIFIED SUBSTITUTE SALAR 0211 GROUP LIFE INSURANCE 0214 GROUP DENTAL INSURANCE 0215 EMPLOYER MEDICARE CONTRIBU 0231 KTRS EMPLOYER CONTRIBUTION 0253 KSBA UNEMPLOYMENT INSURANC	1,500.00 1,000.00 41.00 288.00 288.00 21.75 75.00 60.00	888888888	1,500.00 1,000.00 41.00 26.40 288.00 88.00 21.75 60.00	88888888	888888888	1,500.00 1,000.00 1,000.00 286.00 86.16 86.16 86.16 60.00	<u> </u>



## YTD BUDGET REPORT

FOR 2024 01					JOURNAL DETAIL	L 2023 1 TO 2023	023 13
ACCOUNTS FOR: 1 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0260 WORKMENS COMPENSATION	14.25	00.	14.25	00.	00.	14.25	%0.
TOTAL HOPKINS CO ADT BD PD INS	3,082,56	00.	3,082.56	00.	00.	3,082.56	%0.
0051921 HOPKINS CO ADT BD PD SPEC ED							
0110 CERTIFIED PERMANENT SALARY 0114 NATIONAL TEACHER CERTIFICA 0120 CERTIFIED SUBSTITUTE SALAR 0222 EMPLOYER MEDICARE CONTRIBU 0231 KTRS EMPLOYER CONTRIBUTION 0260 WORKMENS COMPENSATION	27,484.00 1,000.00 984.00 398.52 824.52 261.10	888888	27,484.00 1,000.00 984.00 398.52 824.52 261.10	888888	888888	27,484.00 1,000.00 1,000.00 394.00 398.52 824.52 261.10	<u> </u>
TOTAL HOPKINS CO ADT BD PD SPE	30,952.14	00.	30,952.14	00.	00.	30,952.14	%
0051931 ADT GUIDANCE COUNSELOR							
0111 EXTENDED DAY 0222 EMPLOYER MEDICARE CONTRIBU 0231 KTRS EMPLOYER CONTRIBUTION 0260 WORKMENS COMPENSATION	7,980.81 115.72 239.42 75.82	9999	7,980.81 115.72 239.42 75.82	99999	8688	7,980.81 115.72 239.42 75.82	9,9,9,9
TOTAL ADT GUIDANCE COUNSELOR	8,411.77	00.	8,411.77	00°	00.	8,411.77	%0.
0051977, HOPKINS; CO. ADT. BD. PD. PRINCIPAL							
0111 EXTENDED DAY 0112 EXTRA SERVICE 0113 OTHER CERTIFIED SALARIES 0211 GROUP LIFE INSURANCE 0214 GROUP DENTAL INSURANCE 0219 VISION INSURANCE 0222 EMPLOYER MEDICARE CONTRIBU 0231 KTRS EMPLOYER CONTRIBUTION 0231 KTRS EMPLOYER CONTRIBUTION 0253 KSBA UNEMPLOYMENT INSURANC 0260 WORKMENS COMPENSATION	17,060.70 10,000.00 28.80 288.00 88.08 392.38 811.82 60.00	8888888888	17,060.70 10,000.00 28.80 288.00 88.08 392.38 81.82 60.00	833.34 50.00 50.00 11.88 7.92 7.92	8888888888	17,060.70 9,166.66 -50.00 288.00 288.00 87.20 381.14 786.82 60.00 249.16	100.8 1.99999999999999999999999999999999999
TOTAL HOPKINS CO ADT BD PD PRI	28,986.86	0,	28,986.86	928.66	00.	28,058.20	3.2%

M



## YTD BUDGET REPORT

FOR 2024 01					JOURNAL DETAJ	JOURNAL DETAIL 2023 1 TO 2023 13	023 13
ACCOUNTS FOR: 1 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	REVISED BUDGET YTD EXPENDED ENCUMBRANCES	AVAILABLE PCT BUDGET USI	PCT USED
TOTAL GENERAL FUND	436,649.97	00*	436,649.97	436,649.97 ( 3,703.79	1,200.00	431,746.18 1.1%	1.1%



## YTD BUDGET REPORT

R 2024 01					JOURNAL DETA	JOURNAL DETAIL 2023 1 TO 2023 13	023 13
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS		REVISED EXPENDED ENCUMBRANCES	ENCUMBRANCES	AVAILABLE PCT BUDGET USED	PCT USED
GRAND TOTAL	436,649.97	90.	436,649.97	3,703.79	1,200.00	431,746.18	1.1%

\*\* END OF REPORT - Generated by Eydie Tate \*\*

'n

## YTD BUDGET REPORT

## REPORT OPTIONS

Report generated: 08/14/2023 17:29 User: 9265etat Program ID: glytdbud



## **ANNUAL FINANCIAL REPORT FOR FY 2023**

GENERAL FUND (1)	FUND (1)	BUDGET APPROP	YR TO DATE ACTUAL	AVAIL	% %
REVENUES					ļ
0999 BEG	BEGINNING BALANCE		,		
	TOTAL 0999 BEGINNING BALANCE	19,879,055.70	19,879,055.70	00.	100.00
RECEIPTS	10				
REVENUE	REVENUE FROM LOCAL SOURCES				
AD VALOR	AD VALOREM TAXES				
1113 1113 1113 1135 1135	GENERAL PROPERTY TAX PSC PROPERTY TAX DELINQUENT PROPERTY TAX DELINQUENT TAX PER AUDITOR	14,359,230.98 1,216,889.78 200,000.00	14,956,934.15 2,486,279.76 310,929.02	-597,703.17 -1,269,389.98 -110,929.02	104,16 204,31 155,46
1118		1,744,451.70	2,481,527.12 49,092.16	-737,075.42 -49,092.16	142.25
	TOTAL AD VALOREM TAXES.	17,520,572.46	20,284,762.21	-2,764,189.75	115.78
OTHER TAXES	XES				
1190	OTHER TAXES OMITTED PROPERTY TAX	50,000,00	58,146.94	-8,146.94	116.29
	TOTAL OTHER TAXES	20,000,00	58,146.94	-8,146,94	116.29
REVENUE	OTHER LOCAL GOVERNMENT UNITS		c,Qo	30,247,709.15	
1280 1280bs	REVENUE IN LIEU OF TAXES S Part of Prin from Dawson Sprin	95,480.00	95,480.00	000	100.00
	TOTAL REVENUE OTHER LOCAL GOVERNMENT UNITS	95,480.00	95,480.00	00.	100.00
NOILINL					
1310	TUITION FROM INDIVIDUALS TUITION FR INDIVIDUALS SUMMER	88.	000	000	88
	TOTAL TUITION	00.	00.	00.	00.
EARNINGS	ON INVESTMENTS				
1510 1510es 1510F 1510SF 1510T	INTEREST ON INVESTMENTS FENERGY SAVINGS PLAN FLEXIBLE SPENDING INTEREST Interest on Escrow for SFCC INTEREST FROM TRAN	20,000,00	798,927.86 .00 .00 .00 .00	-748,927.86 .00 .00 .00	66.666 00.00 66.666
	TOTAL EARNINGS ON INVESTMENTS	50,000.00	798,927.86	-748,927.86	66.99
STUDENT	STUDENT ACTIVITIES				

Report generated: 07/24/2023 10:26 User: 9265etat Program ID: 9]kyafrp

## **ANNUAL FINANCIAL REPORT FOR FY 2023**

GENERAL	GENERAL FUND (1)	BUDGET APPROP	YR TO DATE ACTÜAL	AVAIL SUDGET	% USED
	TOTAL SALE OR COMP FOR LOSS OF ASSETS	00.	65,293,55	-65,293,55	00.
CAPITAL	CAPITAL LEASE PROCEEDS				
2500	CAPITAL LEASE PROCEEDS	00.	00.	00.	00
	TOTAL CAPITAL LEASE PROCEEDS	00.	00,	00.	00.
	TOTAL OTHER RECEIPTS	00.	71,771.91	-71,771.91	00.
	TOTAL RECEIPTS	58,165,039.92	70,610,092.88	-12,445,052.96	121.40
	TOTAL REVENUES	78,044,095.62	90,489,148.58	-12,445,052.96	115.95

Total		-	21		23		21		77		22		21		73		21		21		77		23		7	242
Vac	-	ľ	•	19	•		•		'n	L	7		0	ľ	<b>-</b>	,	<b>-</b>	Ľ	-	_	n	-	-	1	•	21
Non-	Days	Ŀ	<b>—</b>		9		_		•	L	71	L	_		7	_	_	Ŀ	•	_	-	L	9		0	24
KECSAC	Extended		70		11		0		0		0		0	,	•		•		0	,	0		0		7	33
Inst.	Days		0		7	1	20		17	1	18		11	1	21		20		21	!	17	!	17		0	164
ŭ	2					9/30																				26
	4	L				973	-	L				L						L		L		5/31	A	L		of 1
	_	L		8/31	-	928	-	L		11/30	-			L		272	_	L		L		5/30	A	L		ays
	\$	L		8/30	_	9/27	-			11/29				1731	-	2728	_	L				5/29	A	L		alD
	_			8/29	A	976		10/31		11/28	-			1/30		2727	-			4/30	-	8728	O			tion
P	M	187	Ш	8/28	A	9/25	-	10/30		11/27	-			1/29	-	226	-	L		4/29	-	5/27	H			truc
V	2	7/30		8/27		9/24		10/29		11/26		12/31	Į.	1/28		2725	A	3/31		4/28		97/5		6/30		Total Instructional Days of 197
Ü	2	7/29		8/26		9/23		10/28		11/25		12/30	31	1/27		2/24		3/30		4/27		5/25		6/29		otal
Ē	4	7728	ш	8/25	A	9/22	-	10/27	-	11/24	>	12/29	>	1/26	-	2/23	-	3/29	-	4/26	-	\$724	Н	879		-
_	_	727	Ш	8/24	A	9/21	-	10/26		11/23	Ξ	12/28	>	1/25	-	272		3/28	-	4/25	-	5/23	-	6/27		
18.7	\$	7/26	E	8/23	X	9/20		10/25	-	11/22	>	12/27	>	1/24	-	12/2	-	3/27	-	4/24	-	5/22	-	979		
F	<b>T</b>	7725	Ш	8/22	0	61/6	1	10/24	-	11/51		12/26	>	1/23	-	2/20	1	3/26	1	4/23	-	5/21	A	6/25		
1	M	7/24	E	821	Э	81/6	-	10/23	1	11/20	1	12/25	H	1/22	-	2/19	H	3/25	-	4/22	-	9/20	-	6/24		
Ü	2	7723		8/20		21/6		10/22		61/11		12/24		171		2/18		3/24		4/21		61/5		6/23		
Ü	2	7722		61/8		91/6		10/21		11/18		12/23		1/20	7	2/17		3/23		4/20		8/18		6722		
9	4	12/	ш	8/18	PD	51/6	-	10/20	-	11/11	-	12/22	>	1/19	-	2/16	H	3/22	-	4/19	-	2/1/5	-	6/21		
-	1	7/20	n	8/17	PD	9/14	_	10/19	_	11/16	-	12/21	>	81/1	-	2/15	-	3/21	-	4/18	-	91/9	-	6/20		
	\$	61/1	Э	8/16	PD PD	9/13		10/18	-	11/15	-	12/20	>	1/17	-	2/14	-	3/20	-	4/17	-	\$/15	-	61/9		
	1	81/2	B	8/15		9/12	-	10/16 10/17	-	11/14	-	12/19	>	1/16	-	2/13	-	3/19	1	4/16	-	5/14	-	81/9	M	
2	M	1111	田	8/14	E	11/6	-	5 10/16	-	2 11/13	-	7 12/18	>	1/15	H	2/12	-	3/18	-	4/15	-	5/13	-	6/17	N	
_	2	5 7/16		2 8/13		9/10		14 10/15		11/12		12/17		3 1/14	4	0 2/11		6 3/17		3 4/14		1 5/12		91/9 9		
	2	7/14 7/15	E E	8/11 8/12	E	6/6 8/6		10/13 10/14	/	11/11 01/11		12/15 12/16		1/12 1/13		9 2/10		3/15 3/16		4/12 4/13	No.	11/5 01		14 6/15	V	
-	1	7/13 7/1	E	8/10 8/	1 1	16 1/6	1	10/12 10/	>	/11 6/11	-	12/14 12/	1	1/11 1/1	1	2/8 2/9		3/14 3/1		4/11 4/1		8/9 5/10	1	6/13 6/14	MM	
	\$	7/12 7/	E	8/9 8/	E	6 9/6		10/11 10	>	11/8 1	-	12/13 12	-	1/10 1/1	-	2.77 2	-	3/13 3/		4/10 4/	-	5/8 5	H	6/12 6/	M	
	1	7/11	n	8/8	п	5/6	1	10/10	>	117/1	4	12/12	_	1/9	1	5/6	1	3/12 3		4/9 4	-	ST :	H	6/11 6	M	
	_	01/2	E	2/8	n	9/4	H	10/9	>	11/6	-	12/11	-	8/1	-	2/2	-	3/11	_	4/8	-	9/9	н	01/9	M	
U	2	6/2		9/8		8/3		10/8		11/5		12/10		171		2/4		3/10		477		2/2		6/9		
_	_	2//8		8/2		972		10/7		11/4		12/9		9/1		2/3		3/9		4/6		5/4		8/9		
<u> </u>		UL .	B	8/4	Э	1/6	-	9/01	-	11/3	-	12/8	-	1/5	_	2/2	1	3/8	_	4/5	>	5/3	1	2/9	Z	
-		9/1 9	E	8/3	田	L		4 10/5	-	1 11/2	-	7/21 9	-	1/4	Ţ	1/2	-	377	-	4/4	>	2/2	-	9/9	M	
	_	2/2 4	1 E	T 8/2	E			73 10/4		11/1	-	12/6		2 1/3		_		3/6		2 4/3	>	5/1	H	4 6/5	Z	
	IVI	7/3 7/4	E H	8/1	田	-		10/2 10/3	1	-		12/4 12/5		7/1 1/2	H	_		3/4 3/5	1	11 472	> ^	-		/3 6/4	田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田	T.
		17 217	Anna IV	-		-		10/1		-		12.3 12		1	_			3/3 3/		1/1	_	-		6/2 6/3	-	
	2	7/11 7				-		-		-		12/21						3/2 3				-		9 1/9		
	_							T	-	-		12/1	-				-	3/1	-					Ė	Annua I	
		July	2023		Aug	•	Sept		 อ		Nov		Dec	Jan	2024	-	Leb		Mar	-	April		May		June	

2023-2024 School Calendar for Hopkins County Schools and Hopkins County Day Treatment

ATTACHMENT 3

E=Extended KECSAC Days (33)
=Vacation Days
M=Make Up Days

V=Vacation Days

I=Instructional Days (177 Days or 1,062 Equivalent Hours)
O=Opening Day (1)
C=Closing Day (1)

PD=Professional Development Days (4)

A=Administrative Days/Non-Instructional Day

H=Holidays (4)

The overall total of the calendar should equal to or more than 210 instructional days.

## ATTACHMENT 4 Make Up Day Plan 2023-2024

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).

## ATTACHMENT 4 Make Up Day Plan 2023-2024

Please reference the calendar in Attachment 3 to see the following dates will be used for our Make Up Day Plan at Hopkins County Day Treatment: 6/05/23, 6/06/23, 6/07/23, 6/10/23, 6/11/23, 6/12/23, 6/13/23, 6/14/23, 6/17/23, and 6/18/23.

## State Agency Children SEEK Calculation Worksheet 2023-2024 School Year ATTACHMENT

those state agency children that are taught at the local on-site programs. Do not leave any category blank. Insert <u>\$0</u> 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.

Scho	School District: HOPKINS COUNTY			
Nam	Name of Program: Hopkins Count	Hopkins County Day Treatment	4	School Code: 005
Ą.	Projected 2023-2024 School Year Average Daily Attendance (ADA)		15.38	
B.	Projected Base SEEK \$4,200 x ADA			\$ 64,596.00
ن	Projected At-Risk Add-on \$4,200 x 0.15	$\$4,200 \times 0.15 \times ADA$ for residential & group home youth*	home youth*	\$ 0.00
Ď.	December 1, 2022 Child Count: Severe (Low)	1 Moderate 5	Speech (High)	
D1.	Projected Low Incidence Add-On <sup>1</sup>	\$4,200 x 2.35 = \$9,870 x 12-1-22 Child Count	2-1-22 Child Count	\$ 9,870.00
D2.	Projected Moderate Incidence Add-On <sup>2</sup>	$$4,200 \times 1.17 = $4,914 \times 12-1-22$ Child Count	2-1-22 Child Count	\$ 24,570.00
D3.	Projected High Incidence Add-On <sup>3</sup>	$$4,200 \times 0.24 = $1,008 \times 12-1-22$ Child Count	-22 Child Count	\$ 0.00
<b>E</b>	Total Projected SEEK for 2023-2024 School Year	Year		\$ 99,036.00
E.	SEEK Funds to be provided by Kentucky Department of Education State Ratio** 76.00%	rtment of Education		\$ 75,267.36

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.

<sup>&</sup>lt;sup>1</sup>Low incident Disabilities, 2.35 weight - Functional Mental Disability, Hearing Impairment, Emotional-Behavioral Disability, Visual Impairment, Multiple Disabilities, 1.17 weight - Mild Mental Disability, Orthopedic Impairment or Physically Disabled, Other Health Impaired, Specific Learning Disabilities, and Developmental Delay;

<sup>3</sup>High Incident Disability, 0.24 weight - Communication Disorders of Speech or Language.

Kentucky Department of Education SAAR - Attendance Summary Report District: 265 - Hopkins County School Year: 2022 - 2023

	53	<b>20</b> 2	ħ	2003 2003	ស	Sign R	ĸ	( <b>10</b> 3)	E	\$ <b>je</b> \$	۲2	<b>10</b>	ĸ	10	*	
Number of Days Reported	a		Ħ		#		Ħ		Ħ		¥		H		<del>14</del>	
ospitst DA	000	<b>57</b>	0.30	7	ន្ទ	1	0.41	TO SE	8		3,53	3.00	178	800	173	3
Home H	*	*	*		*		*		*		¥		¥		af.	
Percent stendance	0.00%	<b>88.20%</b>	53.00%	* S	94,00%	9580%	93.90%	31.60%	92.00%	<b>30.0</b>	\$3.00%	202.00	93.50%	92.50%	\$2.40%	
rship	£	5	¥	***	26	22	ğ	*	485	<b>P</b>	369		328	8	761	6,063
Memil	R		358	Š.	508	341	Ş	300	212	220	370	•	361	8	22	
Enrollment			m		S)		•		54		ED.		n		~	29
ADW Enrollment M	000	77	330.77	202	477.20	3182	417.25	726.64	475.79	2980	353.90	393.49	340.19	396.51	252.02	065000
a	60.83	15.38	307.65		57.28	200	361.02	710.07	456,12	7	344.78	354.13	317.16	295 AU	227.95	2 P
Adjusted AADA W/1 Grade 00	8		30,	N	\$	a	36.	T.	Ž	1,075.19	ž		377	299.3	ä	
Grude 1-12 AADA	50.83		100 X	22.0	471.88		346.77	Zang	456,12	1,005.15	344,78	525.78	292.38	269.59	209.64	5,341,26
100 m	000	900	34.76	22.66	0.00	58.99	68.51	80	0.00	960	0.80	K-98	37.56	Ç B	36.63	26.5
Grade 00 AABA			60				•						•		.,	基本
rado 1-12 Adjusted Seported	0E.8E2,8	247.00	44,366.00	35,316,50	73,251.00	8,83	53,238.50	29,8601	71,601.50	170,260,22	53,704.00	51,002.50	46,214.00	41,477.00	32,164.50	835,304,19
9	0.00	000	81.00		000	977	36.00	8	6.00	900	0.00	88.50	46.50	22.00	26.00	05.50
Grade. Adjust Report							_									3
ade 1-12 fastiented Days	802.58	16831	4,379.88	-204	6,969.35	23.2	5,712.3	10,126.55	5,939,36	8137	4,907.75	100	3,490.67	135288	3,264.20	74,501.18
DO GI	000	000	527.66	¥ 60	000	ž X	010.02	900	90'0	8	0.00	96733	757.97	78.22	634.09	F2"29
			۰		0			<b>30</b>	8		я		_		_	in C
orsde 1-12 djustmenb	9,539.3	-1990	-3,079,0	35	5,208.	230	-3,908.f	5,835	-4,96B.	Ŕ	-3,892.	200	3,412	2005	-2,384.	6.8
le 00 ments A	800	000	-384.00	97.5	000	618.00	-761.50	900	000	900	93	673.50	-399,00	es sa	410.00	1,665,50
2. Gin	ą	8	8	A	99	8	8,	9	ୡ	8	S	8	ş	8	5	3,
Grade 1-1 Reported	-	3	48.045	2.00	18,459	e C	57,141	116.420	0/2,97	75.83	57,596	R		77	34,548	\$75,187
de 00 vorted	0.00	80	5,765.00	<b>65.30</b>	0.00	115600	11,397,50	88	0.00	070	0.00	9,522,00	6,045,50	9,987,50	5,966.00	00,822,00
Gr																Sicto
	. ~							Po		933			75			District
	ools Academy	Treatment	-	Day School	# School	ry School	School	to Hear Sea	tiddle School	topidas Per	le School	9	nentary Scho	v School	ry School	
	County Sch	County Day	apidns Schoo		Nadaon Mido	The Elements	Elementary	0 4	Z Springs &	Wile tood	topkins Midd	omentary Sc	roadway Ber	de Elementa	the Bernenta	10 May 12
School	004 - Hopkins	OOS - Hoolding	005 - West H	5 300	075 - James !	OSO Gapes	119 - Hanson	130-Hopen	140 - Brownli	145 Madies	185 - South F	200 Pride 5	250 - West B	280 Southe	330 - Earlingl	
Grade D0 Grade 2-12 Grade D0 Grade 21-12 Substituted Substituted Adjusted Adjustments Adjustments Adjustments Days Reported Repor	0.00 0.00 9,539,30 0.00 802,58 0.00	199.00 0.00	2,765,00 48,045,00 -34,00 -3,00 5222 00,950,00 -3,00 00,00 0	7.25 PS 752 PS 7.25 PS	78,455.00 0.00 -5,208.00 0.00 6,966,35 0.80	11540m 427100 43840 437849 61.75 3.28155 44.72249	57,141.50 -761.50 -3,903.00 1,010.02 5,712.34 10,836.00	-5855g: 0.00 10,126.55	0.00 76,570.00 Q.00 -4,968.50 0.00 5,939.36 Q.00	. Second and present and second a	57,596.50 0.00 -3,892.50 0.00 4,507.75 0.00	200-Picke Dimentally Scoot (2754) 84,705.9 -672.9 3,770.00 (22.38 -1.374.1 1598.39 51.	Special 6,045,50 49,026,50 -399,00 -3,412.50 727,97 3,490,67 5,646,50	-30s.co 77932 432.88 9322.00	5,966,00 34,548,50 -40,00 -2,284,00 6,94,19 3,264,20 5,356,00	Descriptions Consists Assess Heads Heads Heads Addition Consists Assess Assess

The second confidence and the second of the

## Non-Traditional Days Health and Salety Days t Year Full ADA ather Days

## Legend For Explanation of Attendance Summary Report

Grade to Reported! Record 7 If PDF Grade 60.2 blottic Aggregate bays Present
Grade 1.22 Reported: Record 7 If PDF Grade 60.2 blottic Aggregate bays Present
Grade 1.22 Reported: Record 7 If PDF Grade 4.22 blottic Aggregate bays Present
Grade 1.22 Reported: Record 7 If PDF Grade 6.22 blottic Aggregate bays Present
Grade 1.22 Reported: Record 7 If PDF Grade 1.22 blottic Aggregate from the Variantiance Adjustments Report 7 Grade 1.22 Adjustments Data a calculated from the Variantiance Adjustments Report 7 Grade 1.22 Adjustments Data a calculated from the Variantiance Adjustments Crade 1.22 Adjustments Data a calculated from the Variantiance Adjustments Crade 1.22 Adjustments Crade 1.2

## KENTUCKY DEPARTMENT OF EDUCATION

## SEEK Calculations

Date Generated: April 28, 2023 12:48:50 PM

2023 - 2024 Forecast

District: 265 Hopkins County - School Year: 2023 - 2024

															i
SEEK INPUTS:								-	SEEK CALCULATION:	<b></b> i	Per Pupil	Total	SEEK STATE CALCULATION:	ğ	멸임
Assessment	₩	3,018,757,828	7,828 Pr	rior Year End	Prior Year End of Year AADA		89	, 195'20'9	Guaranteed Base *	₩	4,200	\$ 26,491,756	Guaranteed Base *	\$ 26,491,756	7,756
Per Pupil Assessment		\$ 47A	478,594 Gi	Growth			-		At Risk		387	2,438,925	At Risk	2,438,925	526,
91-92 State Per Pupil Funding	••	\$ 2,5.	2,522.00 Pr	rior Year AAD	Prior Year AADA Plus Growth	£	ξ,		Home & Hospital		82	127,772	Exceptional Child	6,178,746	,746
Transportation (Unprorated)		\$ 4,24	4,245,035 At	At Risk			, 60 m		Exceptional Child		980	6,178,746	Home & Hospital	277,722	11.
Maximum Tier I Rate			4.3 P	rior Year Decu	Prior Year December 1 Child Count	1 Count	•		Transportation		463	2,922,645	Umited English Proficiency	7,04	40,723
Levied Equivalent Rate			65.2	Low (Seven	Low (Severe: Weight 2.35)	ত্ৰ		508	Limited English Proficiency		w	40,723	Hold Harmless		•
Base Year Levied Equivalent Rate			65.2	Moderate (I	Moderate (Moderate: Weight 1.17)	ight 1.1.	2	280	Calculated Base Funding	*	950′9	\$ (38,200,567)	Prior Year Adjustment		0
Current year Levied Equivalent Rate			2.79	High (Speed	High (Speech: Weight 0.24)	24)		732	Less 30 Cent Local Effort		1,436	9,056,273	Adjustments **		٥
Current Year Second Month Growth %	%	_	0.000	Prior Year Home & Hospital	ne & Hospital			31,164	Calculated State Portion		4,621	\$ (29,144,294)	January Growth ***		0
			J	Limited English Proficiency	) Proficiency			tot	Base Prorated Adjustment		0	\$ 7	4% Adjusted Assessment **		0
			***************************************						Prior Year Adjustment		٥	0 0	Negative Payment		٥
NICKELS CALCULATION:					Prorated.				Adjusted State Portion		4,621	\$ 29,144,294	Less 30 Cent Local Effort	9,056,273	23
	ائــ	<b>1</b> 00	져	State	Adjustment	Adfus	Adjusted State		State Tier I		497	3,135,811	Less Capital Outlay	630,756	,756
FSPK \$	1,509,379	\$ 675	\$ 1,694,862	\$ 298	0	*	1,694,862		State Tier I Prorated Adjustment		٥	0	Base Prorated Adjustment		٥
Original Growth		•	JJE.	<b>*</b>	0	₩	0		Adjusted Tier I		497	\$ 3,135,811	SEEK State Amount	\$ 25,590,893	893
Equalized Growth \$		0							Hold Harmless		0	0			
Recallable \$		\$ O	€.	<b>*</b>	0	₩	0	-	January Growth **			0			
Equalized Facility Funding \$		0	**	•	0	₩	0		4% Adjusted Assessment **			0			
BRAC \$		•		•	0	*	0	-	Adjustments **		0	0			
Category Five \$		о •	<b>.</b>	•	O	44	٥		Total State SEEK *	*	5,118	\$ 32,280,105			
									Unallocated Amount			0			
									Total State Funds			\$ 32,280,105			
									Less Capital Outlay			630,756			
								***************************************	Net General Fund SEEK			\$ 31,649,349			

Division of District Support 4th Floor 300 Sower Blvd Frankfort, KY 40601



Support Education Excellence in Kentucky Page 83 of 171

Statewide Equalization is \$1,016,000.00.

<sup>\*</sup> CAPITAL OUTLAY in the amount of \$630,756.00 is included in the total guaranteed base.

<sup>\*\*</sup> These line items are totaled in the 'Adjustment to Appropriation' column on the SEEX Output spreadsheet.

## ATTACHMENT 6 2023-2024 Interagency Agreement between School District and Treatment Program

A current Interagency Agreement between the **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 <a href="https://www.kecsac.org">www.kecsac.org</a> 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 KECSAC by DJJ and DJJ programs do not need to be included their interagency plan agreements with the MOA.

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

This Interagency Agreement (IA) is entered into, by and between the Commonwealth of Kentucky, Department of Juvenile Justice ("the Department" or "Commonwealth") and Hopkins County School District, located at 320 South Seminary Street Madisonville, Kentucky 43431, ("the Contractor") (each a "Party" and collectively "Parties") to establish an agreement for the provision of a full continuum of educational services for students enrolled in the Day Treatment at Hopkins County Day Treatment program as provided by KRS 605.093. The initial IA is effective from the 1st day of July 2023 through the 30th day of June 2024.

## WITNESSETH, THAT:

Whereas, the Department, in the exercise of its lawful duties, has determined upon the necessity of the provision a full continuum of educational services for students who have been enrolled in a contracted Day Treatment program as described in KRS 605.093; and

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

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

### **Definitions:**

- A. Contractor personnel refers to any employee of the school district.
- B. Department personnel refers to any employee of the Department of Juvenile Justice.
- C. Department student refers to individuals enrolled in the school who are simultaneously in the care or supervision of the Department of Juvenile Justice.
- D. Student refers to any individual enrolled in the school.

### Scope of Services:

This IA is intended to form the basis for a cooperative relationship between the Department and Contractor for educational services in a Contracted Day Treatment Program. The mutual goal and intention of each of the Parties is to maintain the needs of each student as our priority in fulfillment of this IA. This IA is meant to foster excellence in education and treatment and is not meant to inhibit either Party in meeting their respective goals, but rather to foster collaborative services on the part of both Parties. The expectation is that this IA will provide the basis for the highest quality of educational services possible for our students.

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

Section 1.

### The Contractor shall:

### A. General Provisions

- 1. Comply with all applicable federal and state laws and regulations for the services provided under this IA. Nothing in this IA should be interpreted to require or condone the violation of such federal and state laws and regulations.
- Provide educational services on an open entry open exit basis.
- 3. Provide one on-site, full-time principal/head teacher/school administrator/director who shall:
  - a. Participate in management meetings or trainings;
  - b. Participate (with other Contractor personnel) in the Department's Education Branch trainings and other pertinent training(s) as recommended by the Department;
  - Submit to the Department by the 5<sup>th</sup> of each month a complete, accurate, and cumulative Monthly Medicaid Report;
  - d. Submit to the Department by the 15th of each month a completed program report to include expenditures;
  - e. Conduct monthly staff meetings for all program personnel;
  - f. Conduct monthly auditing of student treatment files for content, timelines met, and quality of documentation;
  - g. Ensure that student treatment files are uniformly compiled and kept confidential and secure;
  - h. Ensure that Contractor personnel cooperates during the Department's Education Branch monitoring:
  - i. Agree to the following conditions related to the Department's Education Branch monitoring:
    - i. Department personnel shall have access to student files and program records to complete program audits and monitoring;
    - ii. All student surveys, personnel surveys, and collateral contact surveys shall be completed as part of Department monitoring
    - iii. When requested, a Program Improvement Plan shall be developed and submitted to the Department within 30 days of receipt of the final monitoring report to address any issues noted during the Department's Education Branch monitoring;
  - Ensure a substitute teacher is secured, if available, or other appropriate coverage is in place for each teacher that is absent all or part of a school day;
  - k. Have a plan to ensure adequate housekeeping and maintenance of the facility; and
  - I. Identify and utilize community resources.
- 4. Adhere to the Department's Code of Conduct and Code of Ethics Policy and Procedures (Addendum A), cooperate with investigation of misconduct, and notify the Department's Branch Manager within ten (10) school days of decision related to such an investigation. If a violation occurs, disciplinary actions relating to Contractor personnel shall be governed by the Contractor's policy and procedures. If the Department provides written notice that it believes that Contractor personnel has violated any Department Policy or state or federal law or regulation, then the individual believed to have violated such shall not be permitted to return to the Department's program, and the Contractor will forthwith provide a different teacher and/or other educational personnel to replace the individual not permitted to return.
- 5. Ensure the teacher to pupil ratio shall average, based on average daily attendance as defined by statute, no more than ten (10) students to one (1) teacher without a classroom aide and fifteen (15) students to one (1) teacher with a classroom aide. A classroom that exclusively serves students with educational disabilities shall comply with teacher pupil ratios as specified in 707 KAR 1:350.
- 6. Provide 210 instructional days. Educational services shall be provided in-person. Non-traditional instruction (NTI) may be utilized pursuant to 701 KAR 5:150.
- Provide students with a minimum of six (6) hours of daily instruction as indicated in KRS 158.060(3)
  and provide a minimum of four (4) hours of instructional time per day for each day beyond the local
  school district calendar.
- 8. Submit the yearly school calendar and daily school schedule to the Department facility superintendent and the DJJ Education Branch by August 1 for the upcoming school year.

- 9. Provide all necessary instructional materials and specialized equipment that meet minimum state education standards, including but not limited to computers.
- 10. Provide incentives and formal recognition to students for educational participation and specific educational, technical, and vocational achievements.
- 11. Provide or make arrangements for the provision of daily transportation of students to/from school.
- 12. Ensure supervision and security procedures shall address:
  - a. Constant supervision of students;
  - b. Student and visitor searches;
  - c. Instances when police/resource officer may be called; and
  - d. Key control.
- 13. Acknowledge and agree that all Contractor personnel have a duty to report dependency, neglect, or abuse as described in KRS 620.030.
- 14. Notify the Department's Education Branch of any alleged abuse within the program within 24 hours of any Contractor personnel becoming aware of the allegation.
- 15. Immediately notify the Department's Education Branch of the media's request for information and/or coverage of the day treatment program, its personnel, or students actively enrolled in the program.
- 16. Provide remedial instruction/intervention to improve basic skills for students who score two or more grade levels below standard in reading or math.
- 17. Require Contractor personnel to develop and follow written lesson plans, which shall include but not be limited goals, standards, activities, and modifications, with consideration given to the educational and vocational learning needs of each student.
- 18. Require Contractor personnel to provide instruction that addresses the Learning Styles of each student.
- 19. Ensure information about Career Clusters and Learning Styles Inventory are displayed within the classroom area(s).
- 20. Require Contractor personnel, including substitute teachers, guest teachers, community volunteers, and any other individual working with students during the school day to teach through direct instruction, which shall include but not be limited to project-based learning, groups, teams, hands-on learning activities, or accelerated teaching, a minimum of 50% of the week.
- 21. Ensure library services are provided and made available to students through local library programs, bookmobiles, visits to a partnering school, and/or on-site libraries.
- 22. Ensure that procedures are in place to address student absences from the program.
- 23. Maintain regular contact with the student's parent or caregiver, to include at the minimum the following:
  - a. The counselor shall communicate with the student's parent or guardian at least once every fourteen (14) calendar days.
  - b. If contact cannot be made, the attempted contact shall be recorded in the student's ITP.
  - c. Each family contact and service shall be recorded in the student's ITP.
- 24. Notify the Iuvenile Service Worker (JSW) and Department group home, when appropriate, when a Department student is absent or leaves the school grounds without permission.
  - a. Notification shall be documented.
  - b. Parents shall be contacted within two (2) hours when a student is unexpectedly absent.
- 25. Establish a formal grievance process related to Department students in their Standard Operating Procedures Manual.
- 26. Participate fully in the monitoring of this IA.
- 27. Ensure all personnel have undergone criminal background investigations, are not required to register as a sex offender, and do not have criminal convictions or pending charges relating to abuse, sexual abuse, or any felony offense.
- 28. Ensure that each certified and classified Contractor personnel shall be prohibited from discussing a Department student's legal status with any other individual.
- 29. Have a written policy mandating zero-tolerance toward all forms of sexual abuse, sexual harassment, sexual contact or any type of sexual offense and outlining the Contractor's approach to preventing, detecting, and responding to such conduct and submit all such policies to the Department.

- 30. Ensure there is no discrimination against any applicant, or recipient of services on account of race, color, age, sex, disability, religious creed, ancestry, national origin or sexual orientation, gender identity, genetic information, political affiliation, or veteran status in performance of this IA.
- 31. Ensure items purchased with Department grant funding (Title I Part D) are tagged and identified as Title I property, which shall include but not be limited to:
  - a. A written inventory shall be kept, including serial numbers, when applicable;
  - b. Software licenses purchased by Title I Part D, shall be tracked and identified on corresponding hardware; and
  - c. If any durable equipment purchased using Title I Part D funds has exceeded its useful life or is damaged to the point of not being useful, the equipment must be cleansed or destroyed according to School District policy and documented and reported to the Title I Part D Coordinator.
- 32. Ensure appropriate personnel is invited to participate in educational meetings relative to the development or review of educational services for individual students (i.e., Admissions and Release Committee (ARC) meetings).
- 33. Ensure no Department student is permitted access to e-mail, except in cases when email is required to access educational programs. In these cases, Department youth shall be closely monitored.
- 34. Ensure no Department student is permitted access to material with a Motion Picture Rating above PG-
- 35. Adhere to the Children's Internet Protection Act (CIPA) and ensure that internet access is diligently supervised and purposeful for the completion of academic/vocational learning objectives.

### B. Admissions

- 1. Give priority admission to students in the following descending order provided below:
  - a. Department committed or probated students;
  - b. Other students adjudicated on public or status offenses;
  - c. Students court ordered;
  - d. Students referred by the FAIR Team or court designated worker (CDW); and
  - e. School referred students with severe behavioral issues in the school and in the community.
- Have written Standard Operating Procedures (SOPs) that have been reviewed by the Department's Education Branch, to be followed when accepting or declining a referral.
- 3. Distribute a copy of the admission criteria and procedures to referring agencies and interested parties.
- 4. Discuss Department student educational status with the parent or caregiver within five (5) business days
- 5. Document completion of orientation by a statement signed and dated by the youth and parent or caregiver.

### C. Student Assessments and Records

- Agree that federal and state laws and regulations shall govern the confidentiality, maintenance, handling, and access of educational records, including academic, technical, and vocational. Nothing in this IA should be interpreted to require or condone the violation of such federal and state laws and regulations.
- 2. Within 30 calendar days of the effective date of this IA, provide a read-only account for accessing the Kentucky Student Information System (KSIS)/Infinite Campus for each Department student. The Department Education Branch Manager shall identify a Department personnel member who will have the ability to generate reports based on student information.
- 3. Administer educational and vocational assessments within fourteen (14) school days of admission unless a previous assessment is available.
- 4. Ensure Department students complete a career assessment to include aptitude, interest inventory, and learning and working styles, which shall at a minimum:
  - a. Assist in integrating academic vocational and work assignments, and treatment goals;
  - b. Assist personnel as they communicate with students.
  - c. Assist in developing each student's Individual Learning Plan (ILP) and Transition Plan; and

- d. Provide each student with workplace readiness skills.
- 5. Use the results of educational and vocational assessments as a basis for the initial development, periodic reviews, and revisions of an integrated Individual Treatment Plan (ITP), Individual Learning Plan (ILP), Transition Plan, and the Individual Learning Plan Addendum (ILPA), or Individual Education Plan (IEP) as applicable.
- 6. Update the Individual Learning Plan (ILP) when a student earns a diploma, certificate of program completion, or a GED. The plan shall include evaluated work experience, vocational education and/or higher education through correspondence or on-campus courses.
- 7. Ensure education progress reports of student achievement are forwarded to the parent or guardian on the same schedule as for students in the local school district.
- 8. Ensure each student is included in district wide and statewide assessments.
- 9. For students eligible for GED testing, ensure students earns grades and credits toward a diploma while preparing for GED testing.
- 10. Make all educational records available upon request to Department personnel working with students, monitoring, and evaluating services for the Department as permitted by federal and state laws and regulations including the Family Educational Rights and Privacy Act (FERPA).
- 11. Maintain an Individual Client Record (ICR) for all students who are committed to the Department but not placed in a group home and enter information from the ICR into the group home's electronic record for students who are placed in a group home in conformance with the following requirements:
  - a. All student records shall be marked "confidential" and kept in locked file cabinets;
  - b. Personnel shall not take student records off the premises;
  - c. If another student must be identified in a student record, they shall be identified by initials only;
  - Access to all records shall be limited to those who have a right or a need-to-know specific information.

### D. Treatment Services/Mental Health

- Ensure a licensed behavioral health professional oversees the provision of appropriate behavioral health care for students.
- 2. Screen students upon admission for suicide risk factors in line with the following requirements:
  - a. All personnel shall be trained regarding verbal and behavioral cues of suicide risk and shall observe students for signs of vulnerability, trained to recognize high-risk behaviors and high-risk periods of potential suicidal behavior; and
  - b. All students shall receive suicide prevention training by September 15 of each school year as described in KRS 156.095 (6).
- 3. Prominently display the statewide child abuse hotline number and the National Human Trafficking Reporting Hotline number per KRS 156.095(8).
- 4. Ensure the Orientation Treatment Plan procedures:
  - a. Be completed within one (1) week of admission; and
  - b. Use the DJJ Orientation Treatment Plan form.
- 5. Utilize a trauma informed approach and evidence-based practice in the provision of counseling services.
- Make substance abuse education available.
- 7. Provide counseling services on an emergency basis and upon student's request, as needed.
- 8. Agree that individual counseling shall be:
  - a. Conducted a minimum of one (1) scheduled hour per week;
  - b. Documented in the individual client record (ICR) within seven (7) days;
  - Utilized to help the students make changes in thinking and behavior consistent with pro-social norms; and
  - d. Utilized to assist students in meeting goals and tasks identified on the student's ITP.
- 9. Agree that group counseling shall be:
  - a. Conducted for one (1) hour at a minimum of two (2) times per week;
  - b. Documented by summary in the individual client record (ICR) within seven (7) days.

- c. Limited to twelve (12) students in any one session;
- d. Utilized to help the student make changes in thinking and behavior consistent with pro-social norms; and
- e. Utilized to discuss specific and common issues, conflicts, and concerns.
- 10. Make family counseling available if indicated on the student's Individual Treatment Plan (ITP).
- 11. Ensure treatment team meet on a weekly basis in line with the following requirements:.
  - a. Treatment team shall include the student, the student's family, Juvenile Service Worker, counselor, certified educational personnel, youth worker staff (if available), and other approved individuals:
  - b. Students shall meet with treatment team at least every ten (10) school days;
  - c. The treatment team shall be responsible for making all treatment decisions regarding the student:
  - d. The counselor shall document the treatment team meeting in the ICR within seven (7) days of the treatment team meeting date. Entries shall be made prior to the next scheduled treatment team meeting.
- 12. Contact parents or guardians if a student is in need of a referral based on a mental health concern.
- 13. Complete an ITP conference within 10 school days of admission in line with the following requirements:
  - a. The student, parent or caregiver, and JSW, if applicable, shall be invited to attend the ITP conference;
  - b. Family identified natural supports may be included in the ITP conference upon request from the parent or caregiver;
  - c. Members of the assigned treatment team shall participate in this conference;
  - d. The ITP shall include measurable interventions/tasks;
  - e. The ITP shall include an initial transition plan;
  - f. An ITP shall be accompanied by a signature sheet that is signed and dated by ITP conference participants;
  - g. The ITP shall be reviewed, dated, and signed by a licensed behavioral health professional; and
  - h. A copy of the ITP shall be given to the student, parent, or caregiver, and upon request to any applicable agency or court and placed in the ICR within fifteen school (15) days.
- 14. Review the ITP at least every sixty (60) calendar 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.
- 15. Hold a Treatment Team meeting thirty (30) calendar days prior to a student's transition or discharge to complete a transition plan dated with signatures and titles of the multidisciplinary Treatment Team members in attendance. Contractor shall ensure each student meets with the Treatment Team at least once prior to returning to their home school.
- 16. For any student transitioning back to the regular public school setting, complete a transition plan, and a transitional planning conference may be held ten (10) school days prior to the student's anticipated release to support the student in their reentry into the appropriate school setting.

## E. Medical

- 1. Provide access to emergency medical and dental care while students are at the program.
- 2. Have written health care procedures in the program's Standard Operating Procedure Manual.
- 3. Ensure the provision of health care services such as first aid or medication administration is conducted according to Contractor policy.
- 4. Record any medical attention administered in the student's ICR.
- Screen students for any health care needs on the day of admission and contact and assist parents or guardians in finding the appropriate community resources if a problem is suspected.
- 6. Make family planning education and counseling regarding aspects of sexuality available in the program or by referral to appropriate community providers.
- 7. Train all personnel to administer first aid while waiting for medical personnel to arrive and make first aid kits available.

- 8. Screen students for drug and alcohol abuse prior to admission to the program by trained, gender appropriate personnel. Random screenings may be administered.
- 9. Provide drug and alcohol relapse prevention education.
- 10. Seek medical clearance for students who demonstrate signs of intoxication or withdrawal.
- 11. Immediately contact the student's parents and the Department Commissioner and complete and forward an incident report to Department Administration within twenty-four (24) hours, if a student is seriously injured, seriously ill, or has attempted suicide.
- 12. Immediately notify Emergency Medical Services (EMS) and law enforcement via 911 services in the case of a student death. In such an event:
  - Personnel 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;
  - b. The school shall notify the Department Commissioner and the Juvenile Service Worker (JSW) as soon as possible;
  - c. Contractor shall not provide statements to the press;
  - d. Personnel 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, and 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; and
  - e. A complete copy of all records relating to the student shall be forwarded to the Department Office of Legal Counsel within seventy-two (72) hours.
- 13. Not discriminate against a student with an on-going, contagious medical condition.
  - a. The following factors may assist in determining whether to continue placement in school:
    - i. The ability of the student to manage aggressive or sexual behaviors;
    - ii. The maturity and ability of other students in the program to protect themselves from infection; and
    - iii. The availability of medical treatment, as needed.
  - 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.
- 14. Have in place an infection control program to monitor the incidence of infectious and communicable diseases among students, which shall:
  - a. Promote a safe and healthy environment;
  - b. Reduce the incidence and spread of disease;
  - c. Ensure that student infected with these diseases receive prompt care and treatment; and
  - d. Provide for the completion and filing of all reports consistent with local, state, and federal laws and regulations.

## F. Behavior Management

- 1. 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.
- 2. Ensure disciplinary measures do not interfere with educational programming, except if there is substantial evidence to justify otherwise.
- Make students aware of the rules, consequences, and safety and security responses as part of the program
  orientation.
  - a. Students shall receive a student handbook upon admission.
  - b. Rules and sanctions shall be conspicuously posted in the school.
- 4. Establish a system of graduated responses for rule violations.
- 5. Include alternatives to suspension and expulsion in the program's system for behavior management.
- 6. Agree that 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 personnel in line with the following requirements:
  - a. Sanctions shall:

- i. Be used when dealing with unacceptable behavior; and
- ii. Be natural, logical, and appropriate.
- b. Sanctions shall not:
  - i. Be used to demonstrate a personnel's authority over students;
  - ii. Be physically abusive, verbally abuse, or used to dehumanize or humiliate students;
  - iii. Include the withholding of meals, snacks, educational access, required recreation; or
  - iv. Include the use of restraints or isolation.
- 7. Document any sanctions issued for a rule violation in the student's ICR.
- 8. Ensure personnel model and reinforce appropriate positive behavior while also discouraging and deterring inappropriate behavior by students.
  - a. Incentives may be used to reward or motivate positive behavior.
- 9. Utilize least restrictive behavior management techniques that will safely manage student behavior.
- 10. Utilize approved and trained methods for the management of students.
- 11. Only use physical restraint when a student presents a clear danger to himself, others, or property. Physical restraint shall only be performed by personnel trained in the program's approved physical restraint procedures according to school district policy.
- 12. Document any use of physical restraint or management in the student's ICR and immediately report such use to the student's Juvenile Service Worker (JSW) or Group Home Superintendent.
- 13. Not use mechanical restraints.
- 14. Immediately report to the Department Commissioner incidents which present an imminent threat to the safety or security of a Department committed student and complete an incident report as described in DJJPP 1019. (Addendum B)
- 15. Ensure no individual student or group of students shall be given control or authority over other students.

## G. Environmental

- 1. Comply with applicable federal, state, and local sanitation and health codes. Nothing in this IA should be interpreted to require the violation of such federal and state laws and regulations.
- Provide a dietician approved, nutritionally adequate menu with allowances for special diets to meet the
  medical and religious requirements of individual students including applicable sections of the State Food
  Service Code 902 KAR 45:005.
- 3. Have a written plan of care for animals housed in the school, which includes personnel responsibilities.
  - a. All animals shall have adequate immunizations, licenses, and humane treatment.
  - b. Student encounters with animals shall be supervised for protection of the student and the animal.

## H. Safety and Security

- 1. 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 personnel annually on such procedures. The Emergency Plan shall delineate procedures in accordance with KRS 158.162 and KRS 158.164.
- 3. 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.
- 4. Include the day treatment program in the audit process if the school district is participating in a Kentucky Center for School Safety audit.
- 5. Ensure Contractor personnel follow district and facility sign-in and sign-out procedures and provide the Department a list of teacher and administrator names, email addresses, and phone numbers for those who routinely interact with facility students prior to the beginning of each semester.
- 6. Ensure all entrance doors are locked at all times.
- 7. Establish procedures providing 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, including but not limited to:

- a. Inventory procedures for all tools, sharps, and FTC materials stored within the school;
- b. A tool control system; and
- c. Storage of all FTC materials shall be in accordance with applicable fire and safety codes and Environmental Protection Agency (EPA) regulations.

## Section 2.

## The Department shall:

- A. Comply with all applicable federal and state laws and regulations for the services provided under this IA. Nothing in this IA should be interpreted to require or condone the violation of federal or state laws and regulations.
- B. Provide the principal/head teacher/school administrator/director or designee as much notice as possible prior to a student being admitted to or discharged from the program.
- C. Ensure the principal/head teacher/school administrator/director is notified of a suspected educational disability using the Child Find form.
- D. Provide the Contractor on a need-to-know basis access to all pertinent records as permitted by law to meet the individual needs of the student.
- E. Notify the Contractor's principal/head teacher/school administrator/director of any grievance involving the Contractor personnel. Each Party will address the grievance according to their respective policy and procedures. If a mutually acceptable resolution is not reached within the timelines of the respective policies and procedures, the following action shall be initiated:
  - Step 1. The Department Facilities Regional Administrator and Contractor designee, who is not the principal/head teacher/school administrator/director, will meet to discuss, clarify, and resolve the matter. This resolution will be formalized in writing and conveyed to the Facility Superintendent and Contractor School Administrator. If the matter cannot be resolved, the following action shall be initiated.
  - Step 2. The Department Regional Director and the Contractor Superintendent or designee, who is not the principal/head teacher/school administrator/director, will meet within ten (10) working days. They will review the grievance, interview the individuals they deem appropriate, and reach a resolution. This resolution will be formalized in writing and conveyed to the Department Facilities Regional Administrator and Contractor School Administrator.
- F. Ensure appropriate Department personnel attends educational meetings relative to the development or review of educational services for individual students (i.e., Admissions and Release Committee (ARC) meetings)
- G. Provide training and technical assistance to Contractor through Education Branch personnel.
- H. Provide Department students intake and transition information as soon as possible on all in-coming and out-going students.
- I. Consider the school calendar in the timing of discharge of students from program, whenever possible.
- J. Report educational and/or vocational concerns to the Education Branch.

## Section 3.

## Justice and Public Safety Cabinet Terms and Conditions

## The Parties agree:

- 1. Except where necessary in the performance of the Contractor's responsibilities set forth in this IA, the Contractor shall maintain the confidentiality of Commonwealth data and shall not disclose, distribute, divulge, publish, or release any Commonwealth data without the prior written approval of the Commonwealth unless compelled to do so by law or by a judicially signed order from a court of competent jurisdiction. The Contractor acknowledges that they receive Commonwealth data solely for the purposes of this IA, and that their receipt of Commonwealth data in no way creates any ownership interest in Commonwealth data, unless expressly provided otherwise within the terms and conditions of this IA.
  - 1.1. For purposes of this IA, "Commonwealth data" shall mean any data or information, regardless of form or

characteristic, collected, received, or obtained by the Contractor pursuant to this IA, including but not limited to, information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.

1.2. The Contractor shall implement reasonable measures, at least as protective as the Contractor uses to safeguard the Contractor's own confidential information, to prevent unauthorized access to, or accidental

disclosure of, Commonwealth data.

1.3. Commonwealth data is the property of the Commonwealth. In order for the Commonwealth to maintain control and integrity of its records, the Contractor agrees that any Kentucky Open Records Act request, Freedom of Information Act request, or other request seeking access to Commonwealth data will be reported and forwarded to the Commonwealth within two business days. The Contractor shall notify the requester:

(1) that the Contractor is not authorized to accept such requests; (2) that the Commonwealth is the sole entity authorized to accept such requests; and (3) the point of contact for such requests.

1.4. The Contractor shall ensure that any access to Commonwealth data by contractor employees is limited to only those contractor employees with a necessary and essential purpose to fulfill the terms and conditions

of this IA.

1.4.1. For purposes of this IA, "contractor employees" shall mean agents, employees, subcontractors, volunteers, or any other individuals or entities acting on behalf of the Contractor.

1.5. The Contractor shall not utilize Commonwealth data for the benefit of the Contractor or third parties except

as expressly authorized by this IA.

1.6. These data confidentiality requirements set forth herein survive the expiration or termination of this IA and

bind the Contractor and their legal representatives, heirs and assigns.

2. Vendors and other state agencies that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq. ("the Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set for in the Act.

2.1. "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one

(1) or more of the following data elements:

2.1.1. An account, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;

2.1.2. A Social Security number;

2.1.3. A taxpayer identification number that incorporates a Social Security number;

2.1.4. A driver's license number, state identification card number, or other individual identification number issued by an agency;

2.1.5. A passport number or other identification number issued by the United States government; or

2.1.6. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec. 1232g.

2.2. As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects, or maintains) personal information from the Commonwealth pursuant to the contract or agreement."

2.3. Contractor agrees to cooperate with the Commonwealth in complying with the response, mitigation,

correction, investigation, and notification requirements of the Act.

2.4. Contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the Commonwealth, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology, of a determination of, or knowledge of, a breach, unless the exception set forth in KRS 61.932(2) applies and the Contractor abides by the requirements set for in that exception. Notification shall be in writing on a form developed by the Commonwealth Office of Technology

2.5. Contractor agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

2.6. Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, Contractor agrees to pay the costs of the notification, investigation, and mitigation of the security breach.

2.7. In accordance with KRS 61.932(2)(a), Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology.

- 3. The Contractor agrees that the Commonwealth, and its duly authorized agents and designees, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this IA for the purpose of a financial audit or program review, including confidential and proprietary information. The Contractor also recognizes that any and all books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, except to the extent that books, documents, papers, records, or other evidence is subject to KRS 61.878(1)(c)(1).
- 4. The Contractor shall comply, at a minimum, with the Records Retention Schedule promulgated by the State Archives and Records Commission applicable to the agency to which it is providing goods, services, revenue, or any and all combinations thereof pursuant to this IA.
- 5. To the extent permitted by law, Contractor agrees to indemnify and hold harmless the Commonwealth against any and all claims, losses, demands, obligations, and litigation, including attorneys' fees, that result from or by:

  (1) goods tendered and services rendered by the Contractor in connection with performance of this IA; (2) any and all bad-faith, erroneous, negligent, reckless, and unlawful acts and omissions of the Contractor, its officers, or employees in the performance of this IA; (3) the Contractor's creation of a hazardous condition or exacerbation of a pre-existing hazardous condition; (4) the Contractor's publication, translation, reproduction, delivery, performance, use, or disposition, of any data processed under the contract in a manner not authorized by the contract, or by federal or Commonwealth regulations or statutes (5) the Contractor's employment practices during the term of this Agreement; and (6) any failure of the Contractor, its officers, or employees to observe federal, state, and local laws, including but not limited to labor laws and minimum wage laws.
- 6. The descriptive headings in this IA are inserted for convenience only and shall not control or affect the meaning or construction of any of the terms and conditions within this IA or any materials incorporated by reference into this IA. No provision of this IA shall be construed in favor of or against any Party on the ground that such Party or its counsel drafted the provision.
- 7. No change, waiver, or discharge of any liability or obligation under this IA on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 8. The Contractor shall ensure that all contractor employees comply with all applicable provisions of this IA, including but not limited to data confidentiality requirements.
- 9. The Contractor shall implement all applicable federal, state, and local requirements and advisories pertaining to the COVID-19 pandemic or any other public health emergency when providing services pursuant to this IA.
- 10. Upon written request of the Commonwealth, the Contractor shall perform services by remote communications technology where feasible and as needed to comply with applicable federal, state, and local requirements and advisories pertaining to the COVID-19 pandemic or any other public health emergency.
- 11. Each party shall provide a contact to resolve any issues related to this IA and promptly update the contact information as necessary.
- 12. Except as otherwise required by law or expressly provided herein, all notices, requests, or other communications pertaining to this IA will be made in writing either: (a) by personal delivery, (b) by facsimile or electronic mail with confirmation of receipt, (c) by mailing in the United States mail or (d) by nationally recognized express courier service. The notice, request, or other communication will be deemed to be received upon personal delivery, upon confirmation of receipt of facsimile or electronic mail transmission or upon receipt by the party it is sent to if by United States mail or express courier service; provided, however, that if a notice, request, or other communication is not received during regular business hours, it will be deemed to be received on the next succeeding business day.
- 13. Nothing in this IA shall be deemed to waive, or otherwise limit, the rights, privileges, immunities, and matters of defense, now available or hereafter made available, to the Commonwealth of Kentucky, and any of its cabinets, departments, bureaus, agencies, officers, agents, or employees.
- 14. This IA is the final and exclusive IA between the parties. All prior negotiations and IAs are superseded by this IA.
- 15. Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the other party by registered or certified mail.
- 16. This IA is subject to the laws of the Commonwealth of Kentucky and where applicable federal law. Any litigation with respect to this IA shall be brought in state or federal court in Franklin County, Kentucky. Each Party hereby consents to the jurisdiction and venue of such courts and waives all objections as to forum non conveniens or similar doctrine.

## COMMONWEALTH: Department of Juvenile Justice Name of Agency

APPROVED:	BY: DJJ Commissioner Signature
	DATE: <u>6/23/23</u>
APPROVED:	CONTRACTOR: HOPKINS Name of Agency BY: Signature
	TTLE: <u>Superintenclent</u>
	DATE: 7/17/2023

## ATTACHMENT 7 2023-2024 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 the Kentucky Summative Assessment 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. Please contact <a href="mailto:sherri.clusky@kecsac.org">sherri.clusky@kecsac.org</a> if you have any questions on how to develop the program improvement plan for your program.

## KECSAC PROGRAM IMPROVEMENT PLAN for School Year 2023-2024

ACTION COMPONENT (X	ACTION COMPONENT (x): ( x ) Academic Performance	(x) Learning Environment	( ) Efficiency
STANDARD (x):	( ) Curriculum	(x) Culture	( ) Leadership
	( ) Assessment	( ) Support	( ) Resources/Organization
	(x) Instruction	( ) Professional Development	( ) Planning
District Name Hopkins County	county Component Manager Nathan Howton	er_Nathan Howton	Preliminary (X)
Program Name Hopkins County Day Treat	County Day Treatment	Date 7/03/23 6/30/24	Revised (X)

Priority Need {Data-Driven}	Goal {Addresses the Priority Need}
(How was our past student performance weak?)	(How will our future student performance be stronger?)
Previous assessment data has indicated that the majority of the students showed deficiencies in the areas of Reading and Math.	Goal 1: At least 80% of the students will achieve a half year's growth in Reading and Math based on TABE (or other assessment)
Based on previous KECSAC monitoring reports, more individualized/small-group instruction is needed to support student growth and achievement.	Goal 2: All teachers/staff will engage students daily in individual/small-group instruction in a "Blended Instructional Model."

Causes of the Need	Objectives for Reaching the Goal
(What was happening in our program that allowed weak student performance, i.e., which elements of the SISI were not fully developed and implemented?)	(What will be different in our program so that we will have stronger student performance?)
Student attendance, behaviors, and other factors in the A1 schools have caused achievement gaps, especially in the areas of Reading and Math.	Students will participate in daily, "blended" instruction. Their growth will be determined by online assessments, as well as teacher-made assessments.
Scheduling challenges and classroom environment at A1 have severely limited the ability to offer direct instruction or small group instruction based on students' specific academic and/or behavior needs.	To develop direct instructional opportunities, the staff will collaborate with A1 schools to determine specific student needs and the resources to meet those needs. Also, intentional planning/scheduling with Day Treatment counselors will occur.
Evidence of the Causes	Measures of Objectives
(What data showed that the causes were really happening in our program?)	(What data will show that we are reaching the objective? What data will show that our student performance is improving?)
Student performance records indicate deficiencies in Reading and Math.	Online curriculum/assessments and teacher-made assessments.
Monitoring reports from partner agencies indicate a need for increased direct instruction (Blended Model).	Ongoing classroom observations will be conducted throughout the school year to verify increased and quality direct instruction.

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

Funding Source	District	District
Estimated Cost	0\$	0\$
End Date	6/30/24	6/30/24
Start Date	8/09/23	8/09/23
Responsible Person(s)	Day Treatment Staff	Day Treatment Staff
Expected Impact	Increased student performance	Increased student performance
Activity/Strategy	Increased Blended Instruction	A1 school collaboration; individual/small-group instruction; intentional scheduling with counseling staff
Objective Label	Increase R/M	Blended Instruction

## ATTACHMENT 8 Implementation and Impact Check

As part of the Program Improvement Planning process, KECSAC is requiring each program to complete an Implementation and Impact Check Report based upon the submitted 2022-2023 Program Improvement Plan. The report should include updates on the goals set from the previous academic year. Please contact <a href="mailto:sherri.clusky@kecsac.org">sherri.clusky@kecsac.org</a> if you have any questions on how to develop your program's implantation and impact check.

## **KECSAC**

## Implementation and Impact Check for School Year 2022-2023

**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 2023-2024 Memorandum of Agreement.

Outcomes/Observations/New Data Reasons for Progress and Success or Reasons Expected Impact Did Not Occur	The intentional focus on R/M instruction, as well as implementation of Intervention period using TABE Tutor materials, directly correlated to the observed increases in student performance.	Communication/Input/Feedback among HCDT staff and A1 schools, as well as District, State, and Federal support were at a maximum for the benefit of meeting students' individual needs. Also, by providing instruction and services (counseling, therapy, etc) to students in a more intentional format (Long Term vs. Short Term referrals), we observed much more successful student transition.
Evidence of Actual Impact on Terms of Progress and Success	in all but three students, there was measurable progress from TABE pre- to post-assessment	Collaborative partnership with A1 schools was even more successful than previous year, with enhanced Referral/Intake/Transition protocols. Students' needs were communicated and addressed more efficiently and effectively from input/feedback from all stakeholders.
Has This Activity Had Impact? Yes/no	Yes	Yes
I = Implemented IP = Implemented Partially NI = Not Implemented		and the state of t
Activity/Strategy	Students will participate in daily, "blended" instruction. Their growth will be determined by online assessments, as well as teacher-made assessments. Staff will implement use of effective instructional strategies (i.e. Bellringers, Noternaking, Exit Slips, other Research Evidenced Strategies, etc)	To develop direct instructional opportunities, the staff will collaborate with A1 schools to determine specific student needs and the resources to meet those needs. Also, intentional planning/scheduling with Day Treatment counselors will occur.
Objective Label	Goal 1: At least 80% of the students will achieve a half year's growth in Reading and Math based on TABE (or other assessment).	Goal 2: All teachers/staff will engage students daily in individual/smallgroup instruction in a "Blended Instructional Model."

## ATTACHMENT 9 Student Transition Plan 2023-2024

KECSAC programs are required to submit a Student Transition Plan (STP) for the 2023-2024 academic year. The STP should outline the program's procedures for transitioning state agency children from one educational program to the next instructional or vocational setting. The STP shall comply with the transition plan and service requirements of the Individual with Disabilities Education Act (IDEA), enacted as 20 USC 1200 to 1491o, 707 KAR 1:320 for students with educational disabilities.

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

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

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

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

Please contact <u>sherri.clusky@kecsac.org</u> if you have any questions on how to develop the student transition plan.

## **Hopkins County Day Treatment Center** Student Transition Plan 2023-2024



Soaring to New Heights!
"Helping all students find success and make successful transitions to graduation and beyond."

Nathan Howton – Principal/Transition Contact Shannon Bowles – Guidance Counselor/Transition Contact Rachel Sandberg – Guidance Counselor/Transition Contact

Comprehensive Facility Transition Plan for Students **Hopkins County Day Treatment** 

## 2

## Transition Component - Academic Education

Objective: To provide all students with curriculum and instruction aligned to state standards while 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. Upon admission, all students will complete a variety of assessments as specified by program policy to determine the most appropriate academic plan for the student.	TABE, MAP, TASSEL, Learning Styles Inventory, Orientation Treatment Plan
2. Staff will review student transcripts and other educational records, including assessments to gather information for individualized planning and placement.	IEP, ILP, Student school transcripts, consult with sending school guidance counselors and instructional coaches
3. Periodic reviews including staff, and/or parents/students will allow for necessary modifications to plan.	Treatment Team meetings, ARC meetings, parent/teacher conferences, IPI meetings, ITP, individual/group counseling
4. Family involvement will be encouraged throughout academic placement.	Intake meeting, ARC meetings, ITP meetings, parent/teacher conferences, transition meetings, weekly point sheets, homework sheets, parenting classes ("Breathe")
5. Community resources will be utilized as available to meet individualized student academic needs.	Guest speakers, Breathe ("Light of Chance"), other referrals to appropriate resources (PMHC, FRYSC)
6. Prior to discharge, a meeting will be held involving student, parent, receiving school (as available: Guidance Counselor, Administrator, and FRYSC), and any others involved to review academic needs and to plan for successful transition.	Transition meetings, Transition activities, ARC meetings, 504 Team at sending school (if applicable), Transition Team

## (4

## Comprehensive Facility Transition Plan for Students **Hopkins County Day Treatment**

Objective: To provide all students with the opportunity to explore career/vocational options, experience career related Transition Component -Vocational Education

learning and access to available community resources	vocational opinion, experience career relation
Strategy/Task	Implementation Measures/Resources
1. Upon admission all students will complete a variety of assessments as specified by program policy to determine needs and provide information for individualized vocational interests.	TABE, MAP, Learning Styles Inventory, TASSEL, Orientation Treatment Plan, ASVAB, Career Interest Activities
<ol> <li>Educational and counseling staff will review student educational records and assessments to gather information for individualized vocational exploration.</li> </ol>	Development of IEP, ILP, ITP, ITP
3. All students will have the opportunity to participate in career related experiences to prepare for transition.	Guest speakers, field trips, career related curricula, Breathe
Program will access community resources as indicated by individual student need and assist with completion of appropriate referrals, applications, etc.	Career Tech Center, mentoring, Job Corps, educational opportunities, employment applications, military recruiters
5. Parents will have the opportunity to participate in vocational planning for student and to obtain information regarding career interests, learning styles, available resources.	IEP meetings, IPI meetings, ITP meeting, parent/teacher conferences, transition meetings.
6. Prior to discharge, a meeting will be held involving student, parent, receiving school (as available: Guidance Counselor, Administrator, and FRYSC), and any others involved to review academic needs and to plan for successful transition.	Transition meeting, transition leader, ongoing monitoring by Transition Team, individual academic needs assessment

## Comprehensive Facility Transition Plan for Students **Hopkins County Day Treatment**

# Transition Component – <u>Social Emotional (Health/Mental Health)</u>

Objective: To ensure all students have access to appropriate health/mental health services and resources to meet their individualized needs.

Strategy/Task	Implementation Measures/Resources
1. Upon enrollment, counseling staff will review social history and assess all students for health and mental health needs.	Review records, parent conference, individual counseling, ACE's Screening
2. Staff will make referrals as necessary using community and school resources to meet health and mental health needs.	Referrals to FRYSC, School Nurse, Community Mental Health Centers, School-based Therapist, Physicians, DCBS, DJJ
<ol> <li>Staff will provide all students with counseling services as indicated by the ITP to assist in developing life skills necessary for successful life transition.</li> </ol>	Individual, group and family counseling, behavior modification program.
4. Staff will participate as appropriate in meetings outside the facility that will provide information for treatment planning, review progress and determine transition needs.	Conferences and treatment planning meetings with outside services and resources, community resource site visits
5. Family involvement will be encouraged throughout the treatment process to provide education to parents, access services for students and to assist in preparing for successful transition.	Intake meetings, IEP meetings, ITP meetings, 60 day reviews, parent/teacher conferences, parenting classes ("Breathe"), transition meetings
6. Prior to discharge, a meeting will be held involving student, parent, receiving school (as available: Guidance Counselor, Administrator, and FRYSC), and any others involved to review academic needs and to plan for successful transition.	Transition meetings, transition leader, ongoing monitoring by Transition Team

## Comprehensive Facility Transition Plan for Students **Hopkins County Day Treatment**

## Transition Component - Monitoring

Objective: Monitoring of student transition will take place to ensure the effective transition of all students entering and exiting the program.

Strategy/Task	Implementation Measures/Resources
<ol> <li>Upon enrollment, all program goals, policies and procedures will be explained to students and their parent/guardian.</li> </ol>	Intake meeting attendance, student/parent surveys
2. During each team meeting, ILP's, career goals, and transitioning will be discussed.	Weekly staff treatment team meetings, 60 day review meetings, parent/teacher meetings, weekly individual
3. Upon successful completion of program, a transition meeting will be held at the school student is transitioning to	Transition meetings, faculty mentor, mentor-mentee luncheon, transition leader, follow-up correspondence
wherever possible. A fremoi at trial school will be assigned to the student.	with receiving school within the list to days
4. Staff will work with parent, student, and transition school to prepare student schedule	Transition meeting, Transition leader, meet with guidance counselors
5. Staff will visit the school/workplace a minimum of two times after transition to meet with the student and school personnel to evaluate transition.	Visit to school/workplace
<ol><li>Staff will contact parents after transition to evaluate transition.</li></ol>	Visit school/workplace, parent contact
7. Staff will collaborate with transitioning school to ensure successful transfer of grades and credits from program.	DTC staff and transitioning school guidance counselor, school tours
8. Staff will forward educational records to the receiving school within 5 school days following the release of the youth from the treatment facility.	Educational passport, transcript, grades

## Mentors at Transitioning/Receiving School

Hopkins County Schools
Randall Campbell, MNHHS
Dana Byrum, HCCHS
Kristin Mackey, SHMS
Shanda Hughes, JMMS
Zach Evans, BSMS