

***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.

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| <ol style="list-style-type: none"><li>1. <ol style="list-style-type: none"><li>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</li><li>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;</li></ol></li><li>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</li><li>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</li><li>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.</li></ol> |
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The passage of SB260 in 1992 envisioned KECSAC as serving youth in state operated or contracted residential and day treatment programs. With the passage of HB826 in 1994, a diverse array of treatment programs were brought under the SAC definition. With the passage of HB117 in 1996, KECSAC services were extended to youth under the care of the Department of Juvenile Justice. For the purposes of this MOA and the operation of SAC education programs, the following definition of on-site education programs is provided:

Definition of On-Site Education Programs

An on-site state agency children education program exists when more than fifty percent (50%) of the eligible state agency children in the program are provided with educational services at the treatment program by a local school district on December 1st.

The educational programs that serve SAC must meet the special needs of students who, upon exiting a public or private treatment program in the Commonwealth, will return to a public school setting as well as those who will enter the work force or some other alternative program.

**The original signed copy of the KECSAC MOA and attachments should be returned to the KECSAC office 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](mailto:Kristine.Smith@kecsac.org)

Or

Sherri Clusky at [Sherri.Clusky@kecsac.org](mailto: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 **Elizabethtown Independent Schools**, (hereinafter called the SECOND PARTY), a non-profit educational institution, organized and existing by virtue of the Laws of the Commonwealth of Kentucky.

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

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

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

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

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

**II. SCOPE OF WORK**

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

**III. PERIOD OF PERFORMANCE**

Each Memorandum of Agreement is for a period of twelve months, beginning July 1, 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 – Elizabethtown Independent Schools

1. The SECOND PARTY will provide the services of a school administrator as the overall school district program(s) director, or a substitute acceptable to both parties.
2. Time and effort sheets will be maintained by the school administrator for staff providing services for each program under this Agreement. All wages and fringe benefits required hereunder will be provided within the terms of funding in this Agreement.
3. Personnel assigned by the school district to the education program will be afforded all of the amenities of **Elizabethtown Independent Schools** faculty and/or staff. Such project personnel will be employees of the SECOND PARTY with selection dismissal, and all other employment decisions the responsibility of the SECOND PARTY.
4. Normal SECOND PARTY accounting procedures will be employed and records will be made available for inspection at the request of the FIRST PARTY for a period of up to five years beyond the termination date of a program.
5. The SECOND PARTY shall sign and return the Memorandum of Agreement, including all attachments, to the FIRST PARTY within ninety (90) days of issuance or no later than September 15th. The FIRST PARTY may decrease funding by quarterly increments for noncompliance with the submission deadline. If the Memorandum of Agreement is submitted but is incomplete, the FIRST PARTY has the authority to hold reimbursement for expenses until a completed Memorandum of Agreement is submitted to the FIRST PARTY. 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.





## **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 memo must be submitted stating that the state agency children are taught at the local school district.**

**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.

<b>Federal Programs Allocation FY24</b>	
Title I, Part A	\$ 22038.00
Title I Part D, Subpart 2 Neglected & Delinquent	\$
Title I School Improvement	\$
Title I Part B Even Start	\$
Title I Part B Reading First	\$
Title I Part C Migrant	\$
Stewart B. McKinney Homeless	\$
Title II, Part A, Teach Quality	\$
Title I, Part D, Education Technology	\$
Title II, Part D, Education Technology-Competitive	\$
Title III Limited English Proficiency	\$
Title III Immigrant	\$
Title IV Part A Safe & Drug Free Schools	\$
Title IV Part B, 21 <sup>st</sup> 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:	\$
<b>Total</b>	<b>\$ 22038.00</b>

<b>State Programs Allocation FY24</b>	
General/District Funds	\$ 60,000.00
Local Tax Dollars	\$
Family Resources Youth Service Centers	\$
Gifted talented	\$
Extended School Services	\$
Preschool	\$
Professional Development	\$
Textbooks	\$
Safe Schools	\$
KECSAC	\$ 96,902.00
Read to Achieve	\$
Dropout Prevention	\$
Community Education	\$
Local Area Vocational	\$
20% Vocational Funds	\$
Commonwealth School Improvement	\$
Elementary Arts & Humanities	\$
Math, Achievement Fund	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
<b>Total</b>	<b>\$ 156,902.00</b>

**ATTACHMENT 3**  
**2023-2024 School Calendar for Elizabethtown Ind. and GlenDale**  
**177 Instructional Days/33 Extended Days/230 Total Days**

	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	Inst. Days	KECSAC Extended Days	Non-Inst Days	Vac Days	Total Days																		
<b>July 2023</b>		7/1	7/2	7/3	7/4	7/5	7/6	7/7	7/8	7/9	7/10	7/11	7/12	7/13	7/14	7/15	7/16	7/17	7/18	7/19	7/20	7/21	7/22	7/23	7/24	7/25	7/26	7/27	7/28	7/29	7/30	7/31						<b>0</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>18</b>											
<b>Aug</b>					8/1	8/2	8/3	8/4	8/5	8/6	8/7	8/8	8/9	8/10	8/11	8/12	8/13	8/14	8/15	8/16	8/17	8/18	8/19	8/20	8/21	8/22	8/23	8/24	8/25	8/26	8/27	8/28	8/29	8/30	8/31						<b>18</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>23</b>								
<b>Sept</b>								9/1	9/2	9/3	9/4	9/5	9/6	9/7	9/8	9/9	9/10	9/11	9/12	9/13	9/14	9/15	9/16	9/17	9/18	9/19	9/20	9/21	9/22	9/23	9/24	9/25	9/26	9/27	9/28	9/29	9/30						<b>20</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>21</b>						
<b>Oct</b>			10/1	10/2	10/3	10/4	10/5	10/6	10/7	10/8	10/9	10/10	10/11	10/12	10/13	10/14	10/15	10/16	10/17	10/18	10/19	10/20	10/21	10/22	10/23	10/24	10/25	10/26	10/27	10/28	10/29	10/30	10/31										<b>16</b>	<b>1</b>	<b>0</b>	<b>5</b>	<b>22</b>						
<b>Nov</b>						11/1	11/2	11/3	11/4	11/5	11/6	11/7	11/8	11/9	11/10	11/11	11/12	11/13	11/14	11/15	11/16	11/17	11/18	11/19	11/20	11/21	11/22	11/23	11/24	11/25	11/26	11/27	11/28	11/29	11/30										<b>18</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>22</b>				
<b>Dec</b>	12/1	12/2	12/3	12/4	12/5	12/6	12/7	12/8	12/9	12/10	12/11	12/12	12/13	12/14	12/15	12/16	12/17	12/18	12/19	12/20	12/21	12/22	12/23	12/24	12/25	12/26	12/27	12/28	12/29	12/30	12/31													<b>11</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>21</b>					
<b>Jan 2024</b>				1/1	1/2	1/3	1/4	1/5	1/6	1/7	1/8	1/9	1/10	1/11	1/12	1/13	1/14	1/15	1/16	1/17	1/18	1/19	1/20	1/21	1/22	1/23	1/24	1/25	1/26	1/27	1/28	1/29	1/30	1/31												<b>20</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>22</b>			
<b>Feb</b>							2/1	2/2	2/3	2/4	2/5	2/6	2/7	2/8	2/9	2/10	2/11	2/12	2/13	2/14	2/15	2/16	2/17	2/18	2/19	2/20	2/21	2/22	2/23	2/24	2/25	2/26	2/27	2/28	2/29												<b>20</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>21</b>		
<b>Mar</b>	3/1	3/2	3/3	3/4	3/5	3/6	3/7	3/8	3/9	3/10	3/11	3/12	3/13	3/14	3/15	3/16	3/17	3/18	3/19	3/20	3/21	3/22	3/23	3/24	3/25	3/26	3/27	3/28	3/29	3/30	3/31																<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>		
<b>April</b>				4/1	4/2	4/3	4/4	4/5	4/6	4/7	4/8	4/9	4/10	4/11	4/12	4/13	4/14	4/15	4/16	4/17	4/18	4/19	4/20	4/21	4/22	4/23	4/24	4/25	4/26	4/27	4/28	4/29	4/30															<b>16</b>	<b>1</b>	<b>0</b>	<b>5</b>	<b>22</b>	
<b>May</b>					5/1	5/2	5/3	5/4	5/5	5/6	5/7	5/8	5/9	5/10	5/11	5/12	5/13	5/14	5/15	5/16	5/17	5/18	5/19	5/20	5/21	5/22	5/23	5/24	5/25	5/26	5/27	5/28	5/29	5/30	5/31														<b>14</b>	<b>0</b>	<b>1</b>	<b>3</b>	<b>18</b>
<b>June</b>		6/1	6/2	6/3	6/4	6/5	6/6	6/7	6/8	6/9	6/10	6/11	6/12	6/13	6/14	6/15	6/16	6/17	6/18	6/19	6/20	6/21	6/22	6/23	6/24	6/25	6/26	6/27	6/28	6/29	6/30																		<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>12</b>
<b>Total Instructional Days of 210</b>																																					<b>173</b>	<b>33</b>	<b>7</b>	<b>29</b>	<b>242</b>												

**Instructions:** Please fill out the calendar by using the following letters to indicate the type of day for the program. The calendar must include the required number of Instructional days (177) or the equivalent hours as approved by KDE (1,062), one Opening day, one Closing day, four Professional Development days, four Holidays, and thirty-three KECSAC Extended days.  
 The overall total of the calendar should equal to or more than 210 instructional days.

A=Administrative Days/Non-Instructional Day      I=Instructional Days (177 Days or 1,062 Equivalent Hours)      E=Extended KECSAC Days (33)  
 H=Holidays (4)      PD=Professional Development Days (4)      O=Opening Day (1)      C=Closing Day (1)      V=Vacation Days      M=Make Up Days

# ELIZABETHTOWN INDEPENDENT SCHOOLS

Calendar 2023/2024 - Adopted 5/15/2023



July 2023				
Mon	Tues	Wed	Thurs	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

August 2023				
Mon	Tues	Wed	Thurs	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

September 2023				
Mon	Tues	Wed	Thurs	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

October 2023				
Mon	Tues	Wed	Thurs	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

November 2023				
Mon	Tues	Wed	Thurs	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

December 2023				
Mon	Tues	Wed	Thurs	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

January 2024				
Mon	Tues	Wed	Thurs	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

February 2024				
Mon	Tues	Wed	Thurs	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

March 2024				
Mon	Tues	Wed	Thurs	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

April 2024				
Mon	Tues	Wed	Thurs	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May 2024				
Mon	Tues	Wed	Thurs	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

June 2024				
Mon	Tues	Wed	Thurs	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

First day for students is August 8, 2023 Last day for students is May 22, 2024
Staff Opening Day is Aug 7; Closing Day is May 23
Preschool first day - August 17, 2023 Preschool last day - May 15, 2024

Nine Week Grading Periods	
1st	Aug 8 - Oct 6 (43 days)
2nd	Oct 17 - Dec 15 (40 days)
3rd	Jan 3 - Mar 8 (46 days)
4th	Mar 11 - May 22 (44 days)
Progress Report Dates	
Sep 11 (8/8 - 9/6); Nov 17 (10/17 - 11/14)	
Feb 7 (1/3 - 2/2); Apr 24 (3/11 - 4/19)	
Report Card Dates	
Oct 20, Jan 8, Mar 18, May 22	

**\*\*The yearly report card distributed on the last day of school is for K-8 students.**

Student Dismissal Days
Professional Learning/Planning Days
Oct 16, Jan 2, Apr 8, May 24
Professional Development Days
August 1 - 4
Holidays
Sept 4, Nov 23, Jan 1, Jan 15
Breaks
FALL Oct 9 - 13
CHRISTMAS Dec 18 - 29
SPRING Apr 1 - 5
Dismissal Days
Nov 7, 22, 24, Feb 12, May 3, 21

Early Release Fridays
Sep 1, Oct 20, Nov 17, Jan 19, Feb 16, Apr 19

Scheduled Make-Up Days
Note: School will not be in session unless used as make-up day if missed for weather. March 15, May 28 - 31, June 3 - 5

Professional Learning/Planning (4)
PD Days (4)
Holidays (4)
Dismissal Days/Breaks

First Day/Last Day for Students
Opening/Closing Day for Teachers
Early Release Fridays (6)
Scheduled Make-Up Days (8)

**\*\*Dates are subject to change due to unforeseen circumstances.  
\*\*Last day for students is subject to change.**

## **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).

The Glendale Center will operate under the Elizabethtown Independent Schools district Calendar.

When EIS is closed to inclement weather, then the Glen Dale Center students will also be out of school.

When EIS makes up days, so will the students from the Glen Dale Center.

The GlenDale Center will be responsible for meeting the KDE approved educational calendar and the extended educational calendar days necessary to meet the 210 educational days 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.

Tentative make-up days are built into the EIS school calendar

See EIS School Calendar and Attachment 3.

**ATTACHMENT 5**  
**State Agency Children SEEK Calculation Worksheet**  
**2023-2024 School Year**

All programs must submit a completed worksheet even if the program does not receive SEEK funds. The school district receives SEEK funds for those state agency children that are taught at the local on-site programs. Do not leave any category blank. Insert \$0 for categories with no dollars or NA if a category is not applicable.

School District: Elizabethtown Independent Schools School Code: 045  
 Name of Program: Glendale Center

<b>A.</b>	Projected 2023-2024 School Year Average Daily Attendance (ADA)	<u>13.00</u>	
<b>B.</b>	Projected Base SEEK \$4,200 x ADA		<u>\$ 54,600.00</u>
<b>C.</b>	Projected At-Risk Add-on \$4,200 x 0.15 x ADA for residential & group home youth*		<u>\$ 0.00</u>
<b>D.</b>	December 1, 2022 Child Count: Severe (Low) <u>1</u> Moderate <u>3</u> Speech (High) <u>0</u>		
<b>D1.</b>	Projected Low Incidence Add-On <sup>1</sup> \$4,200 x 2.35 = \$9,870 x 12-1-22 Child Count		<u>\$ 9,870.00</u>
<b>D2.</b>	Projected Moderate Incidence Add-On <sup>2</sup> \$4,200 x 1.17 = \$4,914 x 12-1-22 Child Count		<u>\$ 14,742.00</u>
<b>D3.</b>	Projected High Incidence Add-On <sup>3</sup> \$4,200 x 0.24 = \$1,008 x 12-1-22 Child Count		<u>\$ 0.00</u>
<b>E.</b>	<b>Total Projected SEEK for 2023-2024 School Year</b>		<u>\$ 79,212.00</u>
<b>F.</b>	SEEK Funds to be provided by Kentucky Department of Education State Ratio** <u>78.00%</u> x Total Projected SEEK (Line E)		<u>\$ 61,785.36</u>

\* Day treatment youth may be eligible for at-risk add-on if they qualify for free lunch program.  
 \*\* To determine state ratio, divide the Calculated State Portion by the Calculated Base Funding from the district's SEEK Forecast provided to the school superintendent.

<sup>1</sup>Low Incident Disabilities, 2.35 weight - Functional Mental Disability, Hearing Impairment, Emotional-Behavioral Disability, Visual Impairment, Multiple Disabilities, Deaf-Blind, Autism, and Traumatic Brain Injury;  
<sup>2</sup>Moderate Incident 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.

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

**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 [www.kecsac.org](http://www.kecsac.org) 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.

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

This agreement is intended to form the basis for a cooperative relationship between the Glen Dale Treatment Center (GDTC) as a provider of residential services, the Sunrise Children's Services as the parent organization of GDTC, and the Elizabethtown Independent Schools Board of Education as the local education agency (LEA) responsible for the provision of school services.

It is the mutual goal and intention of each of the agencies named above to maintain the needs of each child or youth as our priority in fulfillment of this interagency agreement. This Agreement is to foster the provision of coordinated and high quality school and residential services. It is not meant to be impediment to either agency in meeting their respective goals, but rather to foster a collaborative approach to services on the part of both agencies.

The **Glen Dale Treatment Center**, as the residential services provider, in order to meet the intent of the Agreement hereby agrees to:

1. Provide the LEA with advanced notice prior to the enrollment of a student from the facility into a public school program. When this is not possible, such as in emergency cases, the school will be notified the same day that the facility is notified of the placement.
  2. Provide the LEA all pertinent student records and information available prior to requesting the admittance of the student. This information is to be used by the LEA when students are enrolled that have safety concerns.
  3. Notify the LEA of Regularly scheduled or specially scheduled meetings for case review and other sufficient notice and opportunity for school staff participation in relation to educational issues, placement planning conferences, and aftercare planning.
  4. Notify the LEA of regularly scheduled discharges from the facility.
  5. Assure the LEA that on-going communication will be maintained between staff of the residential facility and the LEA on a schedule that is mutually determined and based on the needs of each student. The GDTC administrative staff will meet with the LEA school administrative staff on a monthly basis.
  6. Notify the LEA of pertinent staff development sessions scheduled for GDTC staff pertaining to services for school-aged children or youth and offer the opportunity for LEA staff to participate.
  7. Inform the school staff of and ask for their input in regard to any group or individual behavior interventions or management systems and collaborate in residential implementation of similar methods utilized by the school system.
- Treatment teams will include a member of the educational staff when decisions affecting the student's educational program are to be made.
8. The GDTC agrees that residents will attend school for the entire day and that an effort will be made to keep residents from being pulled during the school day for individual treatment or counseling. To assist with this,



GDTC will provide on-site counseling staff to work with the residents to meet their treatment needs and achieve their treatment goals as needed.

9. Determine a mutually agreeable method for dealing with any crisis behaviors of individual students or classrooms as a whole that may occur in the classroom or school setting so that a consistent management program can be implemented.

10. Administer all medications by students while under the supervision of GDTC and notify school staff of any necessary medication to be administered while under the supervision of the LEA.

11. Assure that each student's health and hygiene will be maintained and notification will be made to the school of any student condition which may affect students' behavior or performance.

12. Provide appropriate space for the on-site classrooms and school office. 13. Assure that the on-site classroom(s) are designed to meet the needs of the students.

14. Assure that GDTC will provide the necessary staff to facilitate the return of students to their residences at the end of the school day in a timely and appropriate manner.

15. Inform school staff(prior to the student's return to the on-site classroom or school) when an incident has occurred which may affect a student's academic or behavioral performance in school.

16. The LEA, GDTC, and SUNRISE agree that residents will be better served by all parties hereto if staffing at GDTC is consistent with enrollment. GDTC and SUNRISE agree to provide adequate staffing at the facility.

17. Agree the GDTC and SUNRISE hereto agree to monitor the turnover of residents, within their control, at GDTC in order to assure that LEA can more effectively meet the needs of the residents

18. Agree to a method for resolution of disputes or issues not covered by the Agreement.

**The Elizabethtown Independent Schools hereby agrees to:**

1. Provide educational services for all school-age GDTC residents consistent with their educational needs and the constraints of existing state education regulations.

2. Attend GDTC meetings relative to educational services. Provide an educational staff member to participate in treatment team meetings when decisions affecting the student's educational program are to be made.

3. Notify GDTC staff of school meetings scheduled relative to the design or review of educational services for individual students.

4. Collaborate with the GDTC staff in design, implementation and/or revision of behavioral interventions in the school setting and facilitate consistent application when such interventions are appropriate for the residential setting.

5. Implement a behavior intervention plan for dealing with any crisis behaviors of individual students or the classrooms as a whole. The LEA staff will notify the GDTC administrative staff will meet on a monthly basis.
6. Assure that on-going communication will be maintained between staff of the residential facility and the LEA on a schedule that is mutually determined and based on the needs of each student. The LEA school administrative staff and the GDTC administrative staff will meet on a monthly basis.
7. Notify GDTC staff when an incident has occurred which may affect student behavior after leaving the classroom or school setting.
8. Assure that any GDTC student who is suspected of having an educational disability will be referred. evaluated. and if appropriate, provided special education services in accordance with state requirements and district procedure.
9. Notify the GDTC staff of any health or hygienic condition which is in need of attention.
10. Provide instructional goals and objectives for the education of State Agency Children as required by the Cabinet for Human Resources (CHR) and KECSAC MOA.
11. Provide on-site classroom(s) for students that GDTC and LEA staff identify as needing this service:
  - A. Transitioning into GDTC: GDTC staff and LEA staff determining if adjustment period is needed and reviewing appropriate progress of transition.
  - B. Lacking information: determining the level of service that is needed, GDTC and school staff gather more information or assess.
  - C. Having difficulty handling school setting: determining the need for and implementing appropriate support structure.
12. Agree to a method for resolution of disputes or issues not covered by this Agreement.

Commitment to the points in this Agreement signifies each agency's efforts toward achieving our mutual goal of collaboration for the provision of quality residential and educational services to each school-age individual for whom we share responsibility.

The agreement shall be in effect beginning August 1, 2023 and until a mutually agreed upon revision is requested.

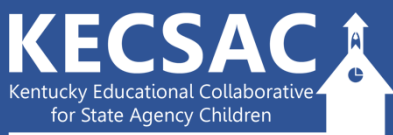
\_\_\_\_\_ Ms. Rachel White Date \_\_\_\_\_  
 Director Sunrise Children's Services Glen Dale Treatment Center

\_\_\_\_\_ Mr. Travis Gay, Date \_\_\_\_\_  
 Director of Student Services Elizabethtown Independent Schools

## **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 [sherri.clusky@kecsac.org](mailto:sherri.clusky@kecsac.org) if you have any questions on how to develop the program improvement plan for your program.



## KECSAC Program Improvement Plan 2023-2024 School Year

District: Elizabethtown Independent Date: 8/15/23

Program: The Glen Dale Center

Person Responsible: Travis Gay/Tiffany Williams

<b>Standard:</b>	1) Purpose and Direction <input type="checkbox"/>	4) Resources and Support System <input type="checkbox"/>
	2) Governance and Leadership <input type="checkbox"/>	5) Using Results for Continuous Improvement <input type="checkbox"/>
	3) Teaching and Assessing for Learning <input checked="" type="checkbox"/>	

- Plans should include at least one measurable, academic goal.
- Ensure your objectives are attainable within a specific time frame.
- Goals and strategies should be SMART:

**Specific Measurable Attainable Relevant Time-based**

### Priority Need

*(What aspect of past student performance needs improvement?)*

Direct Instruction in all areas and all core subjects. With an emphasis in reading and math

### Supporting Data for Need

*(What are the reasons for the need? What data illustrates these reasons?)*

Students enrolled for 90 or more days will show growth in the areas of reading and math as indicated by Star360 data.

### Goal *(Addresses the Priority Need)*

*(How will our future student performance be stronger?)*

Students will show growth in core areas, specifically reading and math leading to a more positive educational experience and greater opportunity upon exit from GDC.

### Objectives for Reaching Goal

*(What strategies will be implemented in our program to improve student performance pertaining to the Need? Be specific.)*

Daily mini lessons in all core content areas  
Daily direct instruction in reading and math  
A robust writing curriculum  
Novel Studies

### Measure of Objectives

*(What data will show that we are implementing successful objectives to reach the goal? What data will show improvements in student performance?)*

Increased proficiency in reading and math for all students as determined by the universal screener (Star360). Daily direct instruction will be alive and observable in the classroom

## **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 [sherri.clusky@kecsac.org](mailto:sherri.clusky@kecsac.org) 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.

Objective Label	Activity/Strategy	I = Implemented IP = Implemented Partially NI = Not Implemented	Has This Activity Had Impact?  Yes/no	Evidence of Actual Impact on Terms of Progress and Success	Outcomes/Observations/New Data Reasons for Progress and Success  or Reasons Expected Impact Did Not Occur
Improve Teaching and learning systems and structures	Teachers will participate in ABRI training and transition to classroom and school wide relationships with students	I	Yes	Behavior Referrals decreased  Less loss of instructional time due to behaviors  Increased positive relationships with students and staff (KECSAC Audit Feedback)	By using tools and strategies gained through ABRI training staff was better able to form positive meaningful relationships while addressing trauma and behavior of concerns in a more positive and precise manner.

**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 [sherri.clusky@kecsac.org](mailto:sherri.clusky@kecsac.org) if you have any questions on how to develop the student transition plan.



## ATTACHMENT 9 Student Transition Plan 2023-2024

1. Keep electronic files updated weekly with incoming students and students who have exited.
2. Talk with each student about their transition goals and plans which will be discussed at their individual IEP Meeting.
3. Attends IEP Meetings where the transition plans are again discussed.
4. Help advisory teachers effectively implement and manage the ILP (Individual Learning Plan Addendum - ILPA) and monitor students' completion status.
5. Provide information and data concerning academic progress for the transition goal meeting.
6. Communicate with each individual student within 7 days of exit to offer support and encouragement.
7. Make phone contact to the receiving school in order to ensure a successful transition plan and mentoring is in place at their new school.
8. Contact students and/or family members periodically if the student has graduated from high school.
9. 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.
10. 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.
11. Invite our Workforce Development Coordinator to work closely with our Teachers, to ensure we are providing our students with up to date information regarding College and Career Readiness.
12. Initiate a more valuable ILP process