



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

Issue Paper

DATE:

8/12/24

AGENDA ITEM (ACTION ITEM):

Consider/Approve the Memorandum of Agreement (MOA) between Kenton County School District (KCS D) on behalf of Northern Kentucky Youth Development Center (NKYDC) and the Department of Juvenile Justice (DJJ) on behalf of Kentucky Educational Collaborative for State Agency Children (KECSAC) during the 2024-2025 school year.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

The KCS D Board of Education approved the 2024-2025 Interagency Agreement at the July 1, 2024 board of education meeting. With this approval, the district is eligible to partner with the Department of Juvenile Justice (DJJ) and the next step is to set up a working agreement with KECSAC. To establish this working agreement, the Kentucky General Assembly instituted regulations that provide a foundation for the MOA between KECSAC and school districts. This agreement must be annually approved. The MOA outlines the agreement for how KCS D and NKYDC will operate. The district must submit a MOA for working with KECSAC in order to receive the state's funding for State Agency Children for the delivery of educational services. The 24-25 MOA has only one deletion from the 23-24 MOA. The deletion is on page 2 of the MOA "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."

FISCAL/BUDGETARY IMPACT:

N/A.

RECOMMENDATION:

Approve the Memorandum of Agreement (MOA) between Kenton County School District (KCS D) on behalf of Northern Kentucky Youth Development Center (NKYDC) and the Kentucky Educational Collaborative for State Agency Children (KECSAC) during the 2024-2025 school year.

CONTACT PERSON:

Karen Hendrix


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Kentucky Educational Collaborative for State Agency Children (KECSAC)
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 2024-2025 Interagency Agreement between the school district and each contracted or operated program and DCBS or DJJ.
- **ATTACHMENT 7** - A 2024-2025 Program Improvement Plan (PIP).
- **ATTACHMENT 8** - Implementation and Impact Check, based upon 2023-2024 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.

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 16, 2024. KECSAC will affix final signature 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, 2025, 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 2025
(July 1, 2024 - June 30, 2025)

I. INTRODUCTION

This agreement is made and entered into this 1st day of July, 2024, 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 **Kenton County School District**, (hereinafter called the SECOND PARTY), a non-profit educational institution, organized and existing by virtue of the Laws of the Commonwealth of Kentucky.

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

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

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

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

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

II. SCOPE OF WORK

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

III. PERIOD OF PERFORMANCE

Each Memorandum of Agreement is for a period of twelve months, beginning July 1, 2024, with an end date of June 30, 2025. 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 Executive Director of KECSAC or other KECSAC personnel to facilitate the distribution of the funds as described herein.
2. The FIRST PARTY will provide for all of the normal administrative requirements as established by the CABINETS.

V. DUTIES OF THE SECOND PARTY – School District

1. The SECOND PARTY will provide the services of a school administrator as the overall school district program(s) director, or a substitute acceptable to both parties.
2. Time and effort sheets will be maintained by the school administrator for staff providing services for each program under this Agreement. All wages and fringe benefits required hereunder will be provided within the terms of funding in this Agreement.
3. Personnel assigned by the school district to the education program will be afforded all of the amenities of **School District** faculty and/or staff. Such project personnel will be employees of the SECOND PARTY with selection dismissal, and all other employment decisions the responsibility of the SECOND PARTY.
4. Normal SECOND PARTY accounting procedures will be employed and records will be made available for inspection at the request of the FIRST PARTY for a period of up to five years beyond the termination date of a program.
5. The SECOND PARTY shall sign and return the Memorandum of Agreement, including all attachments, to the FIRST PARTY within ninety (90) days of issuance or no later than September 16th. 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, 2025, 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 for cost, not to exceed approved requested funds, for direct labor, supplies, subcontracts, and incidental expenses necessary for the execution of the work. The SECOND PARTY will bill the FIRST PARTY in MUNIS **project budget report** format quarterly for expenditures as actual expenses are incurred (*as requested*). The budget is attached as ATTACHMENT 1 and incorporated herein by reference. New Memorandum of Agreements with an updated annual budget will be completed each year for each program.
2. The SECOND PARTY will provide documentation, in MUNIS format, that itemizes all funds that the SAC education program generates including KECSAC and SEEK funds. Any KECSAC funds not expended by June 30th of the current fiscal year will be deducted from the program's next fiscal year allocation amount.
3. The SECOND PARTY agrees that if an education program closes during the year, the SECOND PARTY will be reimbursed up to 25% of the allocated amount if the program closed on or before September 30th, up to 50% if the program closed on or before December 31st and up to 75% if the program closed on or before March 31st.
4. The FIRST PARTY will withhold 10% of the total allocation until the final (fourth quarter) reimbursement. If an education program receives the full amount of allotted funds and that education program closes without having spent all of the funds, the SECOND PARTY agrees to return any unspent funds to the FIRST PARTY.
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, 2024 – June 30, 2025 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.

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 student information system, 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 2024-2025 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 2023-2024 Program Improvement Plan for the education program. Such Implementation and Impact Check, as may be amended, is attached as **Attachment 8**, hereto and incorporated herein by reference.

27. Shall attach a copy of the education program’s Student Transition Plan (STP) that outlines the transition procedures for state agency children. The implementation and assessment of the STP is solely the responsibility of the SECOND PARTY. The transition planning to a post school setting shall comply with the STP and service requirements of the Individuals with Disabilities Education Act (IDEA), enacted as 20 USC 1400 to 1491o, and 707 KAR 1:320 for students with educational disabilities. Such Student Transition Plan, as may be amended, is attached as **Attachment 9**, hereto and incorporated herein by reference.

XI. MISCELLANEOUS

- 1. This Agreement shall be governed by the laws of the Commonwealth of Kentucky. To the extent any provision of this Agreement conflicts with governing law, the laws of the Commonwealth of Kentucky shall control.
- 2. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, pandemics, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

SECOND PARTY
Kenton County School District

FIRST PARTY
KECSAC

_____ Date
Dr. Henry Webb
Superintendent

_____ Date
Dr. Ronnie Nolan
KECSAC Executive Director

KENTON COUNTY BOARD OF EDUCATION



CONSOLIDATED PLAN EXPENDITURE REPORT

PROJECT NUMBER: 103L
 STATE CODE:
 CFDA NUMBER:
 GRANT AMOUNT:

KECSAC
 THROUGH AUG 2024
 KAREN HENDRIX

DESCRIPTION	ENCUMBRANCE	* * * * * REVISED BUDGET	* * * * * EXPENDITURES YEAR TO DATE	* * * * * PROJECT TO DATE	* * * * * AVAILABLE BUDGET
0110 CERTIFIED PERMANENT SALARY	.00	68,442.00	.00	.00	68,442.00
0113 OTHER CERT (NON-CONTRACTED)	.00	3,463.00	.00	.00	3,463.00
0120 CERTIFIED SUBSTITUTE	.00	500.00	.00	.00	500.00
0130 CLASSIFIED REGULAR SALARY	.00	10,409.00	.00	.00	10,409.00
0221 EMPLOYER FICA CONTRIBUTION	.00	625.00	.00	.00	625.00
0222 EMPLOYER MEDICARE CONTRIBUTION	.00	125.00	.00	.00	125.00
0231 KTRS EMPLOYER CONTRIBUTION	.00	2,270.00	.00	.00	2,270.00
0232 CERS EMPLOYER CONTRIBUTION	.00	1,938.00	.00	.00	1,938.00
0253 KSBA UNEMPLOYMENT INSURANCE	.00	100.00	.00	.00	100.00
0260 WORKMENS COMPENSATION	.00	160.00	.00	.00	160.00
3200 RESTRICTED STATE REVENUE	.00	-88,032.00	.00	.00	-88,032.00
TOTAL KECSAC	.00	.00	.00	.00	.00
TOTAL REVENUES	.00	-88,032.00	.00	.00	-88,032.00
TOTAL EXPENSES	.00	88,032.00	.00	.00	88,032.00
GRAND TOTALS	.00	.00	.00	.00	.00

AUTHORIZED SIGNATURE: _____

DATE: _____

KENTON COUNTY BOARD OF EDUCATION



CONSOLIDATED PLAN EXPENDITURE REPORT

PROJECT NUMBER: 103L STATE CODE: CFDA NUMBER: GRANT AMOUNT:	KECSAC THROUGH AUG 2024 KAREN HENDRIX
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DESCRIPTION	ENCUMBRANCE	REVISED BUDGET	EXPENDITURES YEAR TO DATE	PROJECT TO DATE	AVAILABLE BUDGET
0110 CERTIFIED PERMANENT SALARY	.00	68,442.00	.00	.00	68,442.00
0113 OTHER CERT (NON-CONTRACTED)	.00	3,463.00	.00	.00	3,463.00
0120 CERTIFIED SUBSTITUTE	.00	500.00	.00	.00	500.00
0130 CLASSIFIED REGULAR SALARY	.00	10,409.00	.00	.00	10,409.00
0221 EMPLOYER FICA CONTRIBUTION	.00	625.00	.00	.00	625.00
0222 EMPLOYER MEDICARE CONTRIBUTION	.00	125.00	.00	.00	125.00
0231 KTRS EMPLOYER CONTRIBUTION	.00	2,270.00	.00	.00	2,270.00
0232 CERS EMPLOYER CONTRIBUTION	.00	1,938.00	.00	.00	1,938.00
0253 KSBA UNEMPLOYMENT INSURANCE	.00	100.00	.00	.00	100.00
0260 WORKMENS COMPENSATION	.00	160.00	.00	.00	160.00
3200 RESTRICTED STATE REVENUE	.00	-88,032.00	.00	.00	-88,032.00
TOTAL KECSAC	.00	.00	.00	.00	.00
TOTAL REVENUES	.00	-88,032.00	.00	.00	-88,032.00
TOTAL EXPENSES	.00	88,032.00	.00	.00	88,032.00
GRAND TOTALS	.00	.00	.00	.00	.00

AUTHORIZED SIGNATURE: _____

DATE: _____

ATTACHMENT 2
Comprehensive Budget For 2025 Fiscal Year
July 1, 2024 - June 30, 2025

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 **NO. KY YOUTH DEVELOPMENT CENTER** for the current Fiscal Year and the amounts stated are appropriated for the purposed indicated.

Federal Programs Allocation FY25	
Title I, Part A	\$
Title I Part D, Subpart 2 Neglected & Delinquent	\$ 37,700.00
Title I School Improvement	\$
Title I Part B Even Start	\$
Title I Part B Reading First	\$
Title I Part C Migrant	\$
Stewart B. McKinney Homeless	\$
Title II, Part A, Teach Quality	\$
Title I, Part D, Education Technology	\$
Title II, Part D, Education Technology-Competitive	\$
Title III Limited English Proficiency	\$
Title III Immigrant	\$
Title IV Part A Safe & Drug Free Schools	\$
Title IV Part B, 21 st Century	\$
Title V, Innovation Strategies	\$
Title VI Rural & Low Income	\$
IDEA B Basic Plus Capacity & Improvement	\$
IDEA B Preschool	\$
Federal Jobs for America's Graduates (JAG)	\$
Services Learning	\$
Title II C Perkins	\$
Other:	\$
Total	\$ 37,700.00

State Programs Allocation FY25	
General/District Funds	\$ 70,115.00
Local Tax Dollars	\$ 17,500.00
Family Resources Youth Service Centers	\$
Gifted talented	\$
Extended School Services	\$
Preschool	\$
Professional Development	\$
Textbooks	\$
Safe Schools	\$
KECSAC	\$ 88,032.00
Read to Achieve	\$
Dropout Prevention	\$
Community Education	\$
Local Area Vocational	\$
20% Vocational Funds	\$
Commonwealth School Improvement	\$
Elementary Arts & Humanities	\$
Math, Achievement Fund	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
Total	\$ 175,647.00

ATTACHMENT 4
Make Up Day Plan
2024-2025

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

Include a plan with your MOA for making up any of the 210 instructional days, or the equivalent hours, as approved by KDC missed due to inclement weather or other district planned events.

The NKYDC school program is located on the grounds of a DJJ residential program. Students live at the site and therefore do not have to be transported to and from school. The facility is on a well-maintained county road about 1 mile off the interstate allowing staff to be able to get to work safely in most cases. In the case where staff members could not safely come to work, then we will follow the make-up plan. This plan is for the first extended day after the weather event to change to a regular school day and an additional 4 hour extended day to be added to the end of the June calendar.

ATTACHMENT 5
State Agency Children SEEK Calculation Worksheet
2024-2025 School Year

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

School District: Kenton County

Name of Program: Northern KY Youth Development Center

School Code: 055

A.	Projected 2024-2025 School Year Average Daily Attendance (ADA)	<u>12.00</u>	
B.	Projected Base SEEK \$4,326 x ADA		<u>\$ 51,912.00</u>
C.	Projected At-Risk Add-on \$4,326 x 0.15 x ADA for residential & group home youth*		<u>\$ 7,786.80</u>
D.	December 1, 2023 Child Count: Severe (Low) <u>2</u> Moderate <u>3</u> Speech (High) _____		
D1.	Projected Low Incidence Add-On ¹ \$4,326 x 2.35 = \$10,166 x 12-1-23 Child Count		<u>\$ 20,332.00</u>
D2.	Projected Moderate Incidence Add-On ² \$4,326 x 1.17 = \$5,061 x 12-1-23 Child Count		<u>\$ 15,183.00</u>
D3.	Projected High Incidence Add-On ³ \$4,326 x 0.24 = \$1,038 x 12-1-23 Child Count		<u>\$ 0.00</u>
E.	Total Projected SEEK for 2024-2025 School Year		<u>\$ 95,213.80</u>
F.	SEEK Funds to be provided by Kentucky Department of Education		<u>\$ 70,115.44</u>
	State Ratio** <u>73.64%</u> x Total Projected SEEK (Line E)		

* Day treatment youth may be eligible for at-risk add-on if they qualify for free lunch program.

** To determine state ratio, divide the Calculated State Portion by the Calculated Base Funding from the district's SEEK Forecast provided to the school superintendent.

¹Low Incident Disabilities, 2.35 weight - Functional Mental Disability, Hearing Impairment, Emotional-Behavioral Disability, Visual Impairment, Multiple Disabilities, Deaf-Blind, Autism, and Traumatic Brain Injury;

²Moderate Incident Disabilities, 1.17 weight - Mild Mental Disability, Orthopedic Impairment or Physically Disabled, Other Health Impaired, Specific Learning Disabilities, and Developmental Delay;

³High Incident Disability, 0.24 weight - Communication Disorders of Speech or Language.

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

ATTACHMENT 6
Interagency Agreement between School District
and Treatment Program
2024-2025

A current Interagency Agreement between the **School District** and each contracted program for the Cabinet for Health and Family Services and Department of Juvenile Justice should be attached and returned with the MOA. A sample copy of an interagency agreement can be found at www.kecsac.org on the Funding page under Memorandum of Agreement.

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

**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 Kenton County School District, located at Northern Kentucky Youth Development Center, (the "Contractor") (each a "Party" and collectively "Parties") to establish an agreement for the provision a full continuum of educational service for students committed to the Department of Juvenile Justice. The initial IA is effective from the 1st day of July, 2024 through the 30th day of June, 2025.

WITNESSETH, THAT:

Whereas, the Department, in the exercise of its lawful duties pursuant to KRS 605.110, has determined upon the necessity of the provision of a full continuum of educational services for students who have been committed to the Department; 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. Admissions and Release Committee ("ARC") means a meeting to discuss and plan a student's Individual Education Program ("IEP") goals, objectives/, and benchmarks for the next year. The ARC members include: the student, parents, teachers, and others who can help write and implement the IEP.
- B. Contractor personnel means any employee of the school district.
- C. Department personnel means any employee of the Department of Juvenile Justice.
- D. "GED® Diploma" means the High School Equivalency Diploma pursuant to 13 KAR 3:050.
- E. Individual Client Record ("ICR") means the hard case file of an individual student by which information and documentation is maintained by the Contractor.
- F. Individual Education Program ("IEP") is defined by KRS 158.281.
- G. Individual Learning Plan ("ILP") means a document usually developed online for each student in middle and high school that focuses on career exploration, assessment of skills and interest, reflection on work related experiences, and the creation of an education plan that includes personal goals and exploration of college and post-secondary opportunities.
- H. Individual Treatment Plan ("ITP") means a written document that takes into consideration the severity of the current offense, the risk and need factors identified in the youth's needs assessment, and any additional assessments which identify the treatment goals to be pursued, specifies the roles of the participants in carrying out the plan, and specifies a timetable for completion of the plan.
- I. Student means any Department Juvenile enrolled in 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 Department youth development center. The mutual goal and intention of each of the Parties

named above is to maintain the needs of each student as our priority in fulfillment of this IA. It 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 IA 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. 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.
- B. Provide one on site, full-time, principal, head teacher, school administrator, or director that is responsible for all aspects of the school program.
- C. Ensure all Contractor personnel follow district and Department facility sign in and out procedures.
- D. At the beginning of each semester, provide a list of Contractor personnel names, email addresses, and phone numbers for those who routinely interact with Department students.
- E. Ensure the teacher to pupil ratio shall average, based on average daily attendance, 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.
- F. Ensure any classroom that exclusively serves students with educational disabilities shall comply with teacher to pupil ratios as specified in 707 KAR 1:350.
- G. Provide 210 instructional days. Educational services shall be provided in-person. Non-traditional instruction (NTI) may be utilized according to 701 KAR 5:150.
- H. Provide students with a minimum of six (6) hours of daily instruction as indicated in KRS 158.060(3) and a minimum of four (4) hours of instructional time per day for each day beyond the local school district calendar.
- I. Ensure the program operates within the traditional school day, which includes appropriate time for mealtimes, breaks, and direct instruction.
- J. Submit the yearly school calendar and daily school schedule to the Department facility superintendent and the Department Education Branch by August 1 for the upcoming school year.
- K. Make educational services available to each student upon admission, except if there is evidence to justify otherwise, and construct educational services on an open entry – open exit basis.
- L. Cooperate with the Kentucky Department of Education and Office of Career and Technical Education to ensure vocational teachers placed within the program have access to the internet in classrooms.
- M. Provide instruction based on Kentucky Academic Standards, Career and Technical Education Program of Studies Implementation Manual, and Kentucky Occupational Skill Standards to meet the individual needs of each student.

- N. Complete vocational and educational (reading and math) assessments to include aptitude, interest inventory, and learning styles, within fourteen (14) days of the student's admission if previous results are not available. The results shall:
 - 1. Assist in integrating academic vocational and work assignments, and treatment goals;
 - 2. Assist personnel as they communicate with students;
 - 3. Assist in developing each student's Individual Learning Plan (ILP) and Aftercare Plan; and
 - 4. Provide each student with workplace readiness skills.
- O. Provide and make available library services students through local library programs, bookmobiles, and/or on-site libraries.
- P. Require Contractor personnel to provide instruction that addresses the Learning Styles of each student.
- Q. Ensure information about Career Clusters and Learning Styles are displayed within the classroom areas.
- R. Require Contractor personnel to teach a minimum of 50% of the week through direct instruction, to include project-based learning, groups, teams, hands-on learning activities, or accelerated teaching.
- S. Require Contractor personnel to develop and follow written lesson plans or curriculum maps, which shall include goals, standards, activities, and modifications, with consideration given to the educational and vocational learning needs of each student.
- T. For students eligible for GED testing, ensure students earns grades and credits toward a diploma while preparing for GED testing.
- U. Review and revise, as needed, the Individual Learning Plan (ILP) pursuant to 704 KAR 3:305 for each student and write an Individual Learning Plan Addendum (ILPA) as described in 704 KAR 19:002 or Individual Education Program (IEP) as described in 707 KAR 1:320, as applicable, using results of educational and vocational assessments.
- V. 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.
- W. Ensure a minimum of one Contractor personnel attends and provides documentation of student progress and behavior for treatment team meetings scheduled during the 210 instructional school days. The Contractor personnel will be an active participant in the development of each student's initial Individual Treatment Plan (ITP) and attend and provide documentation of student progress and behavior for weekly treatment team meetings to address student's progress and transition needs. (Appendix A)
- X. Ensure student grades and achievements are forwarded to the parent or guardian on the same schedule as for students in the local school district according to KRS 160.345(3)(b).
- Y. Ensure each student is included in district wide and statewide assessments.
- Z. Provide necessary instructional materials and specialized equipment that meet minimum state education standards including but not limited to computers and data lines.
- AA. Provide remedial instruction and intervention to improve basic skills for students who score two or more grade levels below standard in reading or math.

- BB. 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).
- CC. Ensure Contractor personnel communicates with Department facility shift supervisor and incidents which may impact the educational day.
- DD. Collaboratively develop a written behavior plan for the school day that teaches and rewards good behavior and reduces negative behavior. The behavior plan shall be complimentary to and consistent with the Department facility behavior management system.
 - 1. Ensure Contractor personnel direct student behavior while students are engaged with educational programming such as lessons, hands-on activities, school-day outings, community mentoring, vocational classes, and all teacher-led learning.
 - 2. Ensure Contractor personnel model and reinforce appropriate positive behavior at a higher ratio than discouraging and deterring inappropriate behavior by students.
 - i. Incentives may be used to reward or motivate positive behavior.
 - 3. The behavior plan shall include graduated responses that keep everyone safe and prevent the situation from happening again.
 - 4. Contractor personnel will collaborate with Department personnel regarding appropriate consequences for an undesirable behavior.
 - 5. Contractor personnel will be included in the penalty slip hearing with the student and Department personnel to process behaviors that occurred during school and to avoid future negative behavior.
- EE. Adhere to the Department's Education Policies and Procedures. (Appendix B)
- FF. Adhere to the Department's Code of Conduct and Code of Ethics Policies and Procedures and cooperate with investigation of misconduct. (Appendix C) If a violation occurs, disciplinary actions relating to school district personnel shall be governed by the Contractor's policy and procedures. If the Department provides written notice that it believes that any Contractor's personnel has violated any Department Policy or state or federal law or regulation, then the individual believed to have violated such shall not be allowed to return to the Department property, and the Contractor shall forthwith provide different personnel to replace the individual that would not be allowed to return.
- GG. Cooperate with the Department facility superintendent in obtaining the information and releases required for criminal and administrative background investigations to be conducted on any personnel who may have contact with students and agree to not assign any certified or classified staff to work at the program who is not approved by the Department.
- HH. Adhere to and cooperate with the pursuit of accreditation standards to which the Department is subject.
- II. Comply with the communicable disease management protocol established by the Department.
- JJ. Comply with the Prison Rape Elimination Act (PREA) (42 U.S.C. §15601, et seq.) and with all applicable PREA National Standards (28 C.F.R. Part 115). The basic tenets of compliance with PREA assert that Department and all associated contractors have a zero-tolerance policy toward sexual abuse, sexual assault, sexual harassment, or any other type of sexual misconduct between student and student or personnel and student. The school district agrees to notify the Department and promptly investigate any allegations or instances of any sexual misconduct. (Appendix D)
- KK. The school district will ensure Contractor personnel participates in all mandatory training requirements as directed by federal requirements, Department Policy, and American Correctional Association accreditation standards, either through its own training, or through participation in Department training. Mandatory trainings include but may not be limited to program-specific Emergency Procedure training and Prison Rape Elimination Act (PREA) training. Additionally, Contractor personnel will participate in Education Branch trainings, documentation, and on-going assistance regarding all students.
- LL. Ensure Contractor personnel submit documentation and data as requested for use by Department.

- MM. Participate fully in the monitoring of this IA.
- NN. Ensure there will be 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.
- OO. Ensure the principal, head teacher, school administrator, or director or designee attends the Department facility management team meetings, leadership meetings, and personnel meetings.
- PP. Ensure appropriate Department staff (Counselor, Youth Services Program Supervisor, Rehabilitation Instructor, licensed behavior health professional, and Juvenile Service Worker) is invited to participate in educational meetings relative to the development or review of educational services for individual students including Admissions and Release Committee (ARC) meetings.
- QQ. 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:
 1. A written inventory shall be kept, including serial numbers, when applicable;
 2. Software licenses purchased by Title I Part D, needs to be tracked and identified on corresponding hardware; and
 3. 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.
- RR. Ensure no student is permitted access to e-mail, except in cases when email is required to access educational programs or online websites outside of those used in conjunction with class assignments. In these cases, students shall be closely monitored.
- SS. Adhere to the Children's Internet Protection Act (CIPA) and ensure that internet access is diligently supervised and purposeful for the completion of academic or vocational learning objectives.

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 such federal and state laws and regulations.
- B. Provide the principal, head teacher, school administrator, or director or designee as much notice as possible prior to a student being admitted to or discharged from the Department facility.
- C. Ensure that the principal, head teacher, school administrator, or director or designee is notified of a suspected educational disability using the Child Find form.
- D. Provide the Contractor personnel access on a need-to-know basis to all pertinent records as permitted by law to meet the individual needs of the student.
- E. Provide the principal, head teacher, school administrator, or director or designee notice of relevant meetings at the same time other Department personnel is provided notice.
- F. Ensure Department personnel will provide supervision and supportive assistance during all academic activities. Department personnel shall be included in classroom activities to the maximum extent possible and shall work cooperatively with all Contractor personnel.
- G. Make the daily log accessible to Contractor personnel to enhance communication to better address the individual needs of the student.

- H. Collaborate with Contractor personnel regarding appropriate consequences for an undesirable classroom behavior.
- I. Dispense all medication to the student.
- J. Notify the principal, head teacher, school administrator, or director or designee of any grievance involving the Contractor personnel. Each agency 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 Regional Administrator and Contractor designee, who is not the principal, head teacher, school administrator, or director or designee, will meet to discuss, clarify, and resolve the matter. This resolution will be formalized in writing and conveyed to the Department Facility Superintendent and 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, or director or designee, 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 Facility Superintendent and School Administrator.
- K. Ensure appropriate Department personnel attends educational meetings relative to the development or review of educational services for individual students including Admissions and Release Committee (ARC) meetings as directed in PP above.
- L. Ensure Contractor personnel are assigned to treatment teams and a minimum of one Contractor personnel attends each treatment team meeting scheduled during the 210 instructional days. The Contractor personnel shall be an active participant in the development of each student's initial Individual Treatment Plan (ITP) and attend weekly treatment team meetings to address student's progress and transition needs.
- M. Provide technical assistance to the Contractor through Education Branch personnel.
- N. Obtain information and releases required for criminal and administrative background investigations to be conducted on any Contractor personnel who may have contact with student.
- O. Ensure that criminal and background checks are completed for Contractor personnel providing services pursuant to this IA.
- P. Refuse Contractor personnel entry to a Department facility if they are found to be in violation of the Department's Code of Conduct or Code of Ethics policies and procedures or any federal or state law or regulation.
- Q. Schedule Department facility management team meetings, whenever possible, to allow the Contractor principal, head teacher, school administrator, or director the opportunity to attend.
- R. Provide safety inspections to the Department facility at regular intervals.
- S. Consider the Contractor's school calendar in the timing of discharge of student from Department facility, whenever possible.
- T. In schools where the Department provides internet services, utilize a content filtering device to ensure that Sexually Explicit Materials are not available via any video or computer system, software or hardware product, or internet service in any classroom setting or areas where students are present.
- U. Provide Department student intake and transition information as soon as possible on all in-coming or out-going students.

- V. Ensure Department personnel cooperate with special education evaluation processes by providing appropriate screenings and physician's medical statements as appropriate.
- W. Ensure Department personnel cooperate fully with law enforcement investigation in the event of assault or injury to Contractor personnel while completing their assigned duties within the Department facility.
- X. Participate in Department Education Branch trainings, documentation, and on-going assistance regarding all students.

Section 3.

Justice and Public Safety Cabinet Terms and Conditions

1. Contractor shall comply at all times with all applicable federal, state, and local laws, regulations, executive orders, and attorney general opinions.
2. Contractor shall comply with all applicable Commonwealth of Kentucky Executive Department policies and procedures, and Commonwealth Office of Technology policies and procedures.
3. Contractor shall report any and all acts and omissions constituting a violation of applicable federal, state, or local laws, policies and procedures, or this IA, to the Commonwealth in writing within one (1) business day of the discovery of the violation.
4. 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 IA; 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.
5. Both parties, including any subcontractors or agents of each, agree to comply with all applicable state and federal confidentiality laws, including the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act, and to protect the security, confidentiality, and integrity of education and health information. The Contractor acknowledges and agrees that the Commonwealth shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief to enforce the requirements of this provision of this IA.
6. 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.
 - 6.1. 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.
 - 6.2. 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.
 - 6.3. 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.
 - 6.4. 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.

- 6.4.1. 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.
- 6.5. The Contractor shall not utilize Commonwealth data for the benefit of the Contractor or third parties except as expressly authorized by this IA.
- 6.6. 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.
7. 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.
 - 7.1. "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:
 - 7.1.1. 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;
 - 7.1.2. A Social Security number;
 - 7.1.3. A taxpayer identification number that incorporates a Social Security number;
 - 7.1.4. A driver's license number, state identification card number, or other individual identification number issued by an agency;
 - 7.1.5. A passport number or other identification number issued by the United States government; or
 - 7.1.6. 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.
 - 7.2. 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."
 - 7.3. Contractor agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
 - 7.4. 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.
 - 7.5. Contractor agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.
 - 7.6. 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.
 - 7.7. 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.
8. Contractor agrees that it shall not distribute, divulge, publish, or release any data or information obtained from or owned by the Commonwealth 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. Contractor acknowledges that it receives the Commonwealth's data or information solely for the purposes of this IA, and that its receipt of the Commonwealth's data or information in no way creates any ownership interest in the Commonwealth's data or information, unless explicitly provided otherwise within the terms and conditions of this IA.
9. Contractor shall ensure that any and all access to Commonwealth data by Contractor personnel is limited to only those Contractor personnel with a necessary and essential purpose to fulfill the terms and conditions within this IA.
10. Contractor shall not utilize Commonwealth data for the Contractor's benefit except as contemplated within and pursuant to the terms and conditions of this IA. The Contractor shall not sell or resell any and all Commonwealth data.
11. Contractor shall ensure that any and all data transmitted and received on behalf of and as directed by the Commonwealth is transmitted and received only via secure methods and protocols.
12. Upon the expiration of the term of this IA, unless it is renewed prior to its expiration, Contractor shall either: (1) return any and all data provided by the Commonwealth, destroy any and all copies of the data in whatever form

they occur, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this IA; (2) destroy the data, including any and all copies of the data in whatever form they occur, without returning the data to the Commonwealth, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this IA; or (3) retain the data subject to the terms of this IA regarding data ownership, privacy, and breach. The Commonwealth retains discretion to choose the option Contractor shall perform. In the event that the Commonwealth has not communicated to the Contractor which option should be followed, the Contractor shall perform the actions listed in option (1).

13. 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).
14. 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 Agreement.
15. The Contractor shall implement all applicable federal, state, and local requirements and advisories pertaining to any public health emergency when providing services pursuant to this IA.
16. 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 any public health emergency.
17. The parties agree that they receive all information communicated between them before the execution of this IA in strict confidence and that the receiving party, its agents, or employees shall not, without prior written consent of the other party, disclose any such information, subject to Commonwealth of Kentucky and federal disclosure laws.
18. Contractor shall not represent that a working copy, draft, or the finalized version of this IA is identical to a previous iteration of this IA if the Contractor has made edits since the last iteration. Contractor shall clearly present all edits, either through editing functions in word processing software, or as a list provided contemporaneously with the most recently edited iteration.
19. During the term of this IA, Contractor shall be authorized in its sole discretion to discipline, terminate, or take any other personnel action against Contractor personnel. Upon communication by Commonwealth of an issue with Contractor personnel, Contractor shall have the sole authority to take action to effect a solution.
20. In no event shall any person or entity be deemed to be a third-party beneficiary of this IA.
21. Contractor acknowledges that the Commonwealth may execute agreements with other vendors for additional or related goods and services that address, interact with, or otherwise regard this IA. Contractor shall fully cooperate with such other vendors and vendor personnel, agents, and designees. Contractor shall not commit any act; allow any omission; or permit its personnel, agents, or designees to commit any act or allow any omission that will interfere with the performance of work by any other vendor or any other vendor's personnel, agents, or designees.
22. Each party shall provide a contact to resolve any and all issues related to this IA and promptly update the contact information as necessary.
23. All notices under this IA shall be given in writing. Electronic mail constitutes a writing.
24. 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.
25. No party shall assign its respective rights or obligations under this IA without prior written consent of the other party. Any purported assignment or delegation in violation of this IA is void.
26. The terms and conditions of this IA may only be amended by mutual written consent of both parties.
27. Contractor agrees that any and all violations of this IA may result in the immediate termination of this IA.
28. If any term or provision or any part of this IA is declared invalid or unenforceable, the remainder of this IA shall not be affected, and each term and provision of this IA shall be valid and enforceable to the fullest extent permitted by the law.
29. 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 nor any materials incorporated by reference.
30. 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.
31. This IA is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this IA.

32. Nothing in this IA shall be deemed to waive, or otherwise limit, the rights, privileges, immunities, including sovereign immunity granted under Kentucky Constitution §§ 230 & 231 and the United States Constitution Eleventh Amendment, and matters of defense now available or hereafter made available to the Commonwealth and/or its officers and employees.

COMMONWEALTH: Department of Juvenile Justice
Name of Agency

APPROVED:

BY: _____
DJJ Commissioner Signature

DATE: _____

CONTRACTOR: Kenton County School District
Name of Agency

APPROVED:

BY: _____
Signature

TITLE: Superintendent

DATE: 7/2/2024

ATTACHMENT 7
Program Improvement Plan
2024-2025

Per the Kentucky Board of Education, 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 if you have any questions on how to develop the program improvement plan for your program. A sample copy of a program improvement plan can be found at www.kecsac.org on the Funding page under Memorandum of Agreement.

**KECSAC Program Improvement Plan
 2024-2025 School Year**

District: Kenton County Date: 7/1/24
 Northern Kentucky Youth Development
 Program: Center (NKYDC)
 Person Responsible: Karen Hendrix

Standard:	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?)
 Students coming to NKYDC are generally below grade level as indicated by the data.

Supporting Data for Need

(What are the reasons for the need? What data illustrates these reasons?)
 According to the TABE pre-test, 10 out of 11 students entered the facility below grade level in math and reading. Post-test TABE results indicate one student testing above grade level for both math and reading (less than 10%).

Goal *(Addresses the Priority Need)*

(How will our future student performance be stronger?)

50% of students enrolled for at least 90 days will show one year's growth in math and reading.

Objectives for Reaching Goal

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

The expectation that all students will successfully complete a weekly personalized goal that is set between the students and the teacher for math and reading. The progress on these goals will be monitored by the head teacher and used as a basis for a student incentive (ie- Minute to Win It participation).

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?)

Earned credits in math and reading
TABE pre-test and post-test comparison

Attachment #7

KECSAC PROGRAM IMPROVEMENT PLAN for School Year 2024-2025

ACTION COMPONENT (x): Academic Performance Learning Environment Efficiency

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

District Name Kenton County SD **Component Manager** K. Hendrix **Preliminary (X)** X

Program Name NKYDC **Date** July 1, 2024 **Revised (X)** _____

Priority Need {Data-Driven}	Goal {Addresses the Priority Need}
Students coming to NKYDC are generally below grade level as indicated by the data. According to the TABE pre-test, 10 out of 11 students entered the facility below grade level in math. Likewise, according to the TABE pre-test, 10 out of 11 students entered the facility below grade level in reading. Post-test TABE results indicate 1 student testing above grade level for both math and reading (less than 10%).	50% of students enrolled for at least 90 days will show one year's growth in math and reading.
Causes of the Need	
The students entering the facility have experienced a gap in learning from a transition to a detention center and then to the residential care facility. Additionally, many students have experienced exclusionary discipline measures (in-school suspension & out of school suspensions) leading to a further gap in learning. As a result, 90% of the students entering NKYDC are below grade level in math and reading.	The expectation that all students will successfully complete a weekly personalized goal that is set between the student and the teacher for math and reading. The progress on these goals will be monitored by the teacher and used as a basis for a student incentive (ie- Minute to Win It participation)

Evidence of the Causes	Measures of Objectives
Record reviews of student enrollments & discipline records	Earned credits in math and reading
Student interviews	TABE pre-test & post-test comparison

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

Objective Label	Activity/Strategy	Expected Impact	Responsible Person(s)	Start Date	End Date	Estimated Cost	Funding Source
1 year growth in math	Train the new teacher and new secretary on how to effectively incorporate an incentive program to support student motivation in earning credits & gaining math knowledge/ growth	Increased student engagement & increased number of earned math credits = gaining math knowledge/ growth	admin & teachers	Aug, 2024	June, 2025	\$0.00	N/A
1 year growth in reading	Train the new teacher and the new secretary on how to effectively incorporate an incentive program to support student motivation in earning credits & gaining reading knowledge/ growth	Increased student engagement & increased number of earned reading credits = gaining reading knowledge/ growth	admin & teachers	Aug, 2024	June, 2025	\$0.00	N/A

ATTACHMENT 8
Implementation and Impact Check Report for 2023-2024

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 2023-2024 Program Improvement Plan. The report should include updates on the goals set from the previous academic year. Please contact sherri.clusky@kecsac.org if you have any questions on how to develop your program's implantation and impact check.

Attachment #8

KECSAC

Implementation and Impact Check for School Year 2024-2025

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 2024-2025 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
Increased growth in math and reading assessments	Incorporate an incentive program to support student motivation in earning credits	I	Yes	Comparison of Number of Earned High School Credits 20-21: <u>38 Credits</u> (12 students= averages 3.1/student) 21-22: <u>23 credits</u> (12 students = averages 1.9/student) 22-23: 14 credits (9 students= averages 1.5 credits/student)	Previous to 2023-24, students were not acknowledged for their work completion. In 2023-24, students set weekly personalized goals with the teacher to obtain an incentive such as a chance to earn NKYDC bucks to spend at the incentive closet. One example is- I will obtain at least one 70% or better on my first attempt to pass a quiz. If the student reaches this goal, then the teacher will issue a card showing the student may participate in the Minute to Win It challenge. During the challenge, the student will have the chance to earn a NKYDC buck(s) to use in the PBIS incentive closet.

ATTACHMENT 9
Student Transition Plan
2024-2025

KECSAC programs are required to submit a Student Transition Plan (STP) for the 2024-2025 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 if you have any questions on how to develop the student transition plan. A sample copy of a student transition plan can be found at www.kecsac.org on the Funding page under Memorandum of Agreement.

2024-2025 Comprehensive Facility Transition Plan

Program's Name

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 to NKYDC, all students will complete a variety of assessments as specified by program policy to determine the most appropriate academic plan for each student	TABE, CERT, ILPA, Learning Styles Inventory
2. Staff will review each student's transcripts and conduct a "transcript audit." Part of this "audit" will include a review of the students educational records including transcript and assessment scores.	Student school transcripts, ILP, IEP, consulting with previous staff members
3. Routine collaborative reviews of student educational plan to determine if the plan is working or if it needs a modification.	Treatment Team meetings, ARC meetings, ITP meetings, individual student meetings
4. Family involvement is valued and will be encouraged through the students placement at NKYDC.	Intake meetings, ARC meetings, ITP meetings, parent/teacher conferences, transition meetings, weekly point sheets
5. Prior to discharge, a meeting will be held involving the student, parent, and others involved to review academic needs and to plan for successful transition	Transition meeting

Comprehensive Facility Transition Plan
Program's Name

Transition Component: Vocational Education

Objective: To provide all students with multiple opportunities to explore career /vocational options, experience career related learning and access to available community resources.

Strategy/Task	Implementation Measures/Resources
1. Upon admission to NKYDC, all students will complete a variety of assessments as specified by program policy to determine the most appropriate academic plan for each student	TABE, CERT, ILPA, Learning Styles Inventory
2. During the academic review of the student's records, the staff will gather information for individualized vocational exploration.	Development of IEP, ILPA, ITP
3. All students will have the opportunity to participate in career related experiences to prepare for transition.	Career related curricula, field trips
4. NKYDC values parent input and parents will have the opportunity to participate in vocational planning for student and to obtain information regarding career interests.	IEP and ITP meetings, parent conferences, transition meetings
5. Prior to discharge, a meeting will be held involving the student, parent, and others involved to review academic needs and to plan for successful transition	Transition meeting

Comprehensive Facility Transition Plan

Program's Name

Transition Component: Health/Mental Health

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

Strategy/Task	Implementation Measures/Resources
1. Upon enrollment, the DJJ counseling staff will review the student's social history and assess the student for health and mental health needs.	Records review, parent conference, individual counseling
2. Staff will make referrals as necessary using community and school resources to meet health and mental health needs	Referrals to school nurse and DJJ counselors
3. Staff will provide all students with counseling services as indicated by the ITP to assist in developing life skills necessary for successful transition.	Individual, group and family counseling
4. Staff will participate as appropriate in meetings outside the family that will provide information for treatment planning, review progress and determine transition needs	Conferences and treatment planning meetings with outside services and resources
5. NKYDC values family involvement and parents will have the opportunity to participate in various programs to help support a successful transition for their child.	Intake, IEP, ITP meetings, transition meetings
6. Prior to discharge, a meeting will be held involving the student, parent, and others involved to review academic needs and to plan for successful transition	Transition meeting

Comprehensive Facility Transition Plan
Program's Name

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
1. Upon admission to NKYDC, all students and their parents will receive information on the program's goals, policies, and procedures.	Intake meeting, student/parent surveys
2. During the weekly team meetings, ILPs, career goals, and transitioning will be discussed.	weekly treatment team meetings, 60 day review meetings, parent/teacher meetings
3. Staff will collaborate with transitioning school to ensure successful transfer of grades and credits from the program.	NKYDC staff and transitioning school staff
4. NKYDC secretary will forward educational records to the receiving school within 5 school days following the release of the youth from the facility. Additionally, the NKYDC secretary will provide the youth with a flashdrive of their electronic school records.	IC documentation and flashdrive