

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 2025-2026 Interagency Agreement between the school district and each contracted or operated program by DCBS or DJJ.
- **ATTACHMENT 7** - A 2025-2026 Program Improvement Plan (PIP). *New Form*
- **ATTACHMENT 8** - Implementation and Impact Check, based upon 2024-2025 Program Improvement Plan. *New Form*
- **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 was 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 15, 2025. 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, 2026, 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 2026
(July 1, 2025 - June 30, 2026)

I. INTRODUCTION

This agreement is made and entered into this 1st day of July, 2025, 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 **Newport 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 **Newport Regional School** 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, 2025, with an end date of June 30, 2026. 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, 2025 – June 30, 2026 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 5, 2025

Spring Statewide Meeting: March 6, 2026

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 student information 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 28, 2025**. 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 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 2025-2026 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 2024-2025 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

Newport Independent Schools

FIRST PARTY

KECSAC

~~Tony Watts~~ Matt Atkins Date
Superintendent

Dr. Ronnie Nolan Date
KECSAC Executive Director

ATTACHMENT 1

Kentucky Educational Collaborative for State Agency Children Budget for 2026 Fiscal Year July 1, 2025 - June 30, 2026

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.

NEWPORT INDEPENDENT SCHOOLS



BUDGET REPORT

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

KECSAC
THROUGH AUG 2025

THROUGH AUG 2025

DESCRIPTION	ENCUMBRANCE	REVISED BUDGET	MONTH TO DATE	QUARTER TO DATE	EXPENSE YEAR TO DATE	PROJECT TO DATE	AVAILABLE BUDGET
-------------	-------------	-------------------	------------------	--------------------	----------------------------	--------------------	---------------------

103M KECSAC

0182118 REGULAR INSTRUCTION DET CENTER

0182118 0110	CERTIFIED SERVICES (CONTRACT)	.00	.00	.00	.00	.00	98,000.00
0182118 0113	OTHER CERTIFIED (NOT CONTRACT)	.00	.00	.00	.00	.00	7,500.00
0182118 0130	CLASSIFIED SALARIES	.00	.00	.00	.00	.00	60,000.00
0182118 0221	EMPLOYER FICA CONTRIBUTION	.00	.00	.00	.00	.00	5,000.00
0182118 0222	EMPLOYER MEDICARE CONTRIBUTION	.00	.00	.00	.00	.00	5,000.00
0182118 0231	EMPLOYER RETIREMENT CONTRIB	.00	.00	.00	.00	.00	6,000.00
0182118 0232	CERS EMPLOYER CONTRIBUTION	.00	.00	.00	.00	.00	6,000.00
0182118 0260	WORKMENS COMPENSATION	.00	.00	.00	.00	.00	1,000.00
0182118 0444	COPIER RENTAL	.00	.00	.00	.00	.00	4,000.00
0182118 0580	TRAVEL	.00	.00	.00	.00	.00	1,000.00
0182118 0651	TECHNOLOGY RELATED DEVICES	.00	.00	.00	.00	.00	3,000.00
0182118 0697	OTHER SUPPLIES & MATERIALS	.00	.00	.00	.00	.00	6,616.00

TOTAL REGULAR INSTRUCTION DET CENTER	.00	.00	.00	.00	.00	.00	203,116.00
TOTAL KECSAC	.00	.00	.00	.00	.00	.00	203,116.00
TOTAL EXPENSES	.00	.00	.00	.00	.00	.00	203,116.00
GRAND TOTALS	.00	.00	.00	.00	.00	.00	203,116.00

AUTHORIZED SIGNATURE: _____

NEWPORT INDEPENDENT SCHOOLS



BUDGET REPORT

PROJECT NUMBER: 103M				KECSAC			
STATE CODE:				THROUGH AUG 2025			
CFDA NUMBER:				THROUGH AUG 2025			
GRANT AMOUNT:							
DESCRIPTION	ENCUMBRANCE	REVISED BUDGET	MONTH TO DATE	QUARTER TO DATE	EXPENSE YEAR TO DATE	PROJECT TO DATE	AVAILABLE BUDGET

DATE: _____

NEWPORT INDEPENDENT SCHOOLS

BUDGET REPORT

REPORT OPTIONS

Sequence	Field #	Total	Page Break
Sequence 1	12	Y	N
Sequence 2	09	Y	N
Sequence 3	00	N	N
Sequence 4	00	N	N

Report title:
BUDGET REPORT

Print totals only: N
Include Encumbrances: Y
Multiyear view: Default
Suppress zero balance accts: Y

File output: N
Year/Period: 2026/02
Print revenue as credit: Y
(F)ull or (S)hort desc: F
Print full GL account: N
Double space: N
Summ objs to position: 4
Roll to major project: N
Print amounts on separate line: Y
Print journal detail: N
Year/Period: 2018/01
to
Year/Period: 2026/02
Sort by JE # or PO #: J
Detail format option: 1

** END OF REPORT - Generated by Lisa Hightchew **

ATTACHMENT 2
Comprehensive Budget For 2025 Fiscal Year
July 1, 2025 - June 30, 2026

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 Newport Regional School for the current Fiscal Year and the amounts stated are appropriated for the purposed indicated.

Federal Programs Allocation FY26	
Title I, Part A	\$ 9,000.00
Title I Part D, Subpart 2 Neglected & Delinquent118	\$109,912.00
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	\$ as needed
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	\$118,912.00

State Programs Allocation FY26	
General/District Funds	\$ as needed
Local Tax Dollars	\$
Family Resources Youth Service Centers	\$
Gifted talented	\$
Extended School Services	\$
Preschool	\$
Professional Development	\$
Textbooks	\$
Safe Schools	\$
KECSAC	\$ 203,116.00
Read to Achieve	\$
Dropout Prevention	\$
Community Education	\$
Local Area Vocational	\$
20% Vocational Funds	\$
Commonwealth School Improvement	\$
Elementary Arts & Humanities	\$
Math, Achievement Fund	\$
DJJ:	\$
Other:	\$
Other:	\$
Other:	\$
Total	\$203,116.00

2025-2026 School Calendar for Newport Independent Schools and Newport Regional School
177 Instructional Days/33 Extended Days/230 Total Days

	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	Inst. Days	KEC SAC Exten ded	Non-Inst Day s	Vac Day s	Total Days						
July 2025		7/1	7/2	7/3	7/4	7/7	7/8	7/9	7/10	7/11	7/14	7/15	7/16	7/17	7/18	7/21	7/22	7/23	7/24	7/25	7/28	7/29	7/30	7/31		0	14	0	0	14	
Aug		X	X	X	X	X	X	X	X	X	E	E	E	E	E	E	E	E	E	E	E	E	E	E		0	14	0	0	14	
					8/1	8/4	8/5	8/6	8/7	8/8	8/11	8/12	8/13	8/14	8/15	8/18	8/19	8/20	8/21	8/22	8/25	8/26	8/27	8/28	8/29						
Sept	9/1	9/2	9/3	9/4	9/5	9/8	9/9	9/10	9/11	9/12	9/15	9/16	9/17	9/18	9/19	9/22	9/23	9/24	9/25	9/26	9/29	9/30				12	4	5	0	21	
	H	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I		21	0	1	0	22
Oct			10/1	10/2	10/3	10/6	10/7	10/8	10/9	10/10	10/13	10/14	10/15	10/16	10/17	10/20	10/21	10/22	10/23	10/24	10/27	10/28	10/29	10/30	10/31						
			I	I	I	V	V	V	V	V	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I		18	0	0	5	23
Nov						11/3	11/4	11/5	11/6	11/7	11/10	11/11	11/12	11/13	11/14	11/17	11/18	11/19	11/20	11/21	11/24	11/25	11/26	11/27	11/28						
						I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	X	H	X		17	0	1	0	18
Dec	12/1	12/2	12/3	12/4	12/5	12/8	12/9	12/10	12/11	12/12	12/15	12/16	12/17	12/18	12/19	12/22	12/23	12/24	12/25	12/26	12/29	12/30	12/31								
	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	V	V	V	V	V	V	V	V			15	0	0	8	23	
Jan 2026				1/1	1/2	1/5	1/6	1/7	1/8	1/9	1/12	1/13	1/14	1/15	1/16	1/19	1/20	1/21	1/22	1/23	1/26	1/27	1/28	1/29	1/30						
				X	X	I	I	I	I	I	I	I	I	I	I	H	I	I	I	I	I	I	I	I	I		19	0	1	0	20
Feb	2/2	2/3	2/4	2/5	2/6	2/9	2/10	2/11	2/12	2/13	2/16	2/17	2/18	2/19	2/20	2/23	2/24	2/25	2/26	2/27							19	0	1	0	20
	I	I	I	I	I	I	I	I	I	I	H	I	I	I	I	I	I	I	I	I							19	0	1	0	20
Mar	3/2	3/3	3/4	3/5	3/6	3/9	3/10	3/11	3/12	3/13	3/16	3/17	3/18	3/19	3/20	3/23	3/24	3/25	3/26	3/27	3/30	3/31					21	0	0	0	21
	I	I	I	I	I	I	I	I	I	X	I	I	I	I	I	I	I	I	I	I	I	I					21	0	0	0	21
April			4/1	4/2	4/3	4/6	4/7	4/8	4/9	4/10	4/13	4/14	4/15	4/16	4/17	4/20	4/21	4/22	4/23	4/24	4/27	4/28	4/29	4/30							
			I	I	I	V	V	V	V	V	I	I	I	I	I	I	I	I	I	I	I	I	I	I			17	0	0	5	22
May					5/1	5/4	5/5	5/6	5/7	5/8	5/11	5/12	5/13	5/14	5/15	5/18	5/19	5/20	5/21	5/22	5/25	5/26	5/27	5/28	5/29						
					I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	X	I	I	E	E		18	2	0	0	20
June	6/1	6/2	6/3	6/4	6/5	6/8	6/9	6/10	6/11	6/12	6/15	6/16	6/17	6/18	6/19	6/22	6/23	6/24	6/25	6/26	6/29	6/30					0	13	1	0	14
	E	E	E	E	E	E	E	E	E	E	E	E	E	C	M	M	X	X	X	X	X	X					0	13	1	0	14
Total Instructional Days of 210																									177	33	10	18	238		

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

A=Administrative Days/No School I=Instructional (177 Days or 1,062 Equivalent Hours) E=Extended KECSC Days (33)
H=Holidays (4) PD=Professional Development Days (4) O=Opening Day (1) C=Closing Day (1) V=Vacation Day M=Make Up Day

ATTACHMENT 4
Make Up Day Plan
2025-2026

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).

2025-2026

Newport Regional School

July '25	August '25	September '25	October '25
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
November '25	December '25	January '26	February '26
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28
March '26	April '26	May '26	June '26
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

Events

Jul 14-Aug 8 Extended Days - half day 8-12

Aug 5-6 *Professional Development

Aug 11-12 *Professional Development

Aug 13 *District Opening Day

Aug 14 First Day Students

Sep 01 *Labor Day Holiday

Oct 6-10 *Fall Break

Nov 26-28 *No School

Nov 27 *Thanksgiving Holiday

Dec 22-31 *Winter Break

Jan 1-2 *No School

Jan 19 *Martin Luther King Jr Holiday

Feb 23 *President's Day Holiday-No School

Mar 13 *No School

April 6-10 *Spring Break

May 25 *Memorial Day-No School

May 27 Last Day Students

May 27-18 Extended Days - half day 8-12

Jun 18 *Closing Day Staff

Jun 19 Make-up day 1

Jun 22 Make-up day 2

No School

* Students do not attend

ATTACHMENT 5

State Agency Children SEEK Calculation Worksheet

2025-2026 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: Newport Independent Schools

Name of Program: Newport Regional School

School Code: 018

A.	Projected 2025-2026 School Year Average Daily Attendance (ADA)	29.00	
B.	Projected Base SEEK \$4,586 x ADA		\$ 132,994.00
C.	Projected At-Risk Add-on \$4,586 x 0.15 x ADA for residential & group home youth*		\$ 0.00
D.	December 2, 2024 Child Count: Severe (Low) <u>7</u> Moderate <u>12</u> Speech (High) <u>0</u>		
D1.	Projected Low Incidence Add-On ¹	\$4,586 x 2.35 = \$10,777 x 12-2-24 Child Count	\$ 75,439.00
D2.	Projected Moderate Incidence Add-On ²	\$4,586 x 1.17 = \$5,366 x 12-2-24 Child Count	\$ 64,392.00
D3.	Projected High Incidence Add-On ³	\$4,586 x 0.24 = \$1,101 x 12-2-24 Child Count	\$ 0.00
E.	Total Projected SEEK for 2025-2026 School Year		\$ 272,825.00
F.	SEEK Funds to be provided by Kentucky Department of Education		\$ 110,357.71
	State Ratio** <u>40.45%</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
2025-2026

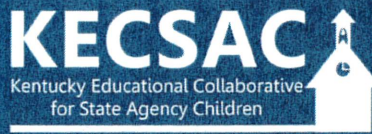
A current Interagency Agreement between the **School District** and each contracted program for the Cabinet for Health and Family Services and Department of Juvenile Justice should be attached and returned with the MOA. A sample copy of an interagency agreement can be found at www.kecsac.org/funding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

ATTACHMENT 7
Program Improvement Plan
2025-2026

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/funding on the Funding page under Memorandum of Agreement.

****PLEASE USE THE NEW ATTACHMENT 7 FORM****



KECSAC Program Improvement Plan 2025-2026 School Year

District: Newport Independent

Date: 7/25/2025

Program: Newport Regional School

Person Responsible: A. Piccirillo

Standard:	1) Purpose and Direction	☐	4) Resources and Support System	☐
	2) Governance and Leadership	☐	5) Using Results for Continuous Improvement	☐
	3) Teaching and Assessing for Learning	☐		

- 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

Students residing at CCRJDC/NRS are academically behind. They are behind in grade level and/or graduation track.

- Summarizing key ideas in what they read
- Writing arguments to support claims
- Reading Comprehension
- Math Skills

Supporting Data for Need

- TABE
- Student work examples
- Academic Transcripts

Goal *(Addresses the Priority Need)*

All students residing at CCRJDC/NRS will make positive progress toward credit recovery and/or graduation. They will achieve 70% proficiency on academic assessments. Furthermore, 90% of students will earn course credits toward recovery/graduation.

Students enrolled in the following:

- >15 school days: student will progress 5% on TABE
- 15-89 school days: students will increase their use of appropriate social skills, improve financial literacy skills by two levels, and earn 1 course credit
- 90+ school days: students will make measurable progress earning/recovering at least two credits toward graduation for on-line work.

Objectives for Reaching Goal

- Blended Learning
- Computer-based courseware
- Collaboration
- Discussion
- TABE

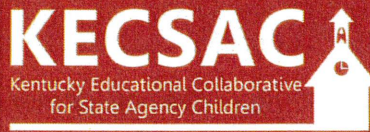
Measure of Objectives

- TABE
- Student work examples
- Edgenuity Progress reports/graphs
- Daily interventions progress reports
- Student progress reports/report cards

ATTACHMENT 8
Implementation and Impact Check Report for 2024-2025

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 2024-2025 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.

****PLEASE USE THE NEW ATTACHMENT 8 FORM****



Implementation and Impact Check 2025-2026 School Year

District: Newport Independent

Date: 7/25/2025

Program: Newport Regional School

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. The number of goals listed below should be based upon the goals set in the 2024-2025 school year's Program Improvement Plan. Submit this document with the 2025-2026 Memorandum of Agreement.

First Goal:

By June 2026, math results on 90-day post assessments will include these results:

- A minimum increase of .5 grade level for 100% of students for those students that scored below grade level.

Activities & Strategies:

- Implement a math program across the curriculum.

Data & Evidence:

- The short-term nature of the students at NRS inhibits significant student progress.
- More math credits earned in math courses compared to previous years.

Second Goal:

By June 2026, reading results on 90-day post assessments will include these results:

- A minimum increase of .5 grade level for 100% of students for those students that scored below grade level.

Activities & Strategies:

-
- Continue to implement a reading program across the curriculum including summer reading programs.

Data & Evidence:

- Students are exposed and instructed in reading in all subject areas. Also, there are specific times throughout the school day specifically dedicated to reading for all students.

Third Goal:

- Improve TABE test scores, increase credits earned for students enrolled 90-days or more.

Activities & Strategies:

- Continue to develop lesson plans using strategies learned from PD sessions.
- Implement curriculum that seeks to address deficits in all core content areas.

Data & Evidence:

- The short-term nature of the students at NRS inhibits significant student progress.

ATTACHMENT 9
Student Transition Plan
2025-2026

KECSAC programs are required to submit a Student Transition Plan (STP) for the 2025-2026 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/funding on the Funding page under Memorandum of Agreement.

2025-2026 Comprehensive Facility Transition Plan

Newport Regional School

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, students will complete assessment(s) to determine their academic needs.	TABE and Learning Styles
2. Student records will be reviewed to assess educational planning and placement	Transcripts, IEPs, ILPA, Grades/Work Progress, 504 Plans
3. Periodic review of records for modification(s) if necessary	ARC Meetings, Academic Counselor Meetings, Coursework progress
4.	
5.	

Comprehensive Facility Transition Plan

Newport Regional School

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. Newport Regional School Does not provide Vocational Education	N/A
2.	
3.	
4.	
5.	

Comprehensive Facility Transition Plan

Newport Regional School

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. Mental health services are provided by DJJ	N/A
2.	
3.	
4.	
5.	

Comprehensive Facility Transition Plan

Newport Regional School

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

Strategy/Task	Implementation Measures/Resources
1. Student records will be forwarded to receiving school w/in five days following youth's release.	IC, Transcripts, Grades
2. During Academic counseling meeting(s); ILP, career goals, and transitioning will be discussed.	Academic counselor is available 2-3x p/week.
3.	
4.	
5.	

