

JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, ASSISTANT SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Dr. Jesse Bacon, Superintendent

FROM: Dr. Amy Compton, Director of Secondary Education

RE: MOA between Bullitt County Public Schools and The Kentucky Educational Collaborative for State Agency Children (KECSAC)

DATE: October 1, 2025

Please see the attached MOA between Bullitt County Public Schools and The Kentucky Educational Collaborative for State Agency Children (KECSAC) for the 2025-2026 school year for the Bullitt Alternative Center and Spring Meadows.

This contact has been reviewed by Dinsmore & Shohl LLP. Please approve this MOA at the October Board Meeting.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION



Riverview Opportunity Center Where Futures Are Created!

BAMS / BVLA / CRC / CUCJ

DOMINIC MCCAMISH, PRINCIPAL
VALARIE MOORE, COUNSELOR

To: Dr. Amy Allen Compton
From: Dominic McCamish
Date: October 1, 2025
Re: **KECSAC FY26 MOA Board Approval**

Dr. Compton,

Please find the attached Kentucky Educational Collaborative for State Agency Children (KECSAC) and Bullitt Alternative Center/Spring Meadows MOA for the 2026 fiscal year. The MOA provides agreement information related to the operation and distribution of State Agency Children's Funds for the delivery of educational services to BAC and Spring Meadows.

Please submit this for board approval at the October 2025 meeting for the 2025- 2026 school year.

Thank you,

Dominic McCamish
Principal

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.

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| <ol style="list-style-type: none">1. <ol style="list-style-type: none">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; orb. 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; and3. Those children committed to or in custody of the Department of Juvenile Justice and placed in a department operated or contracted facility or program; and4. 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 **Bullitt 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 **Bullitt Alternative Center and Spring Meadows** 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
Bullitt County School District

**FIRST PARTY
KECSAC**

Jesse Bacon
Superintendent

Date _____

Dr. Ronnie Nolan
KECSAC Executive Director

Date _____

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.



PROJECT NUMBER: 103M
 STATE CODE:
 CHDA NUMBER:
 GRANT AGENCY:

NECSAC DAY TREATMENT
 THROUGH SEP 2025

DESCRIPTION	ENCUMBRANCE	REVISED BUDGET	MONTH TO DATE	EXPENSE YEAR TO DATE	NECSAC DAY TREATMENT PROJECT TO DATE	AVAILABLE BUDGET
0322198 SPRING MEADOWS CHILDRENS HOME						
0110 CERTIFIED PERMANENT SALARY	60,137.79	98,056.00	6,809.08	90.82	6,809.08	31,109.13
0222 EMPLOYER MEDICARE CONTRIBUTION	.00	.00	188.28	27.92	188.28	-188.28
0231 KTRS EMPLOYER CONTRIBUTION	.00	.00	27.92	27.92	27.92	-27.92
0260 WORKMENS COMPENSATION	.00	.00				
TOTAL SPRING MEADOWS CHILDRENS HOME	60,137.79	98,056.00	7,116.10	7,116.10	7,116.10	30,802.31
1202198 BULLITT CITY DAY TREATMENT CTR						
0110 CERTIFIED PERMANENT SALARY	.00	14,008.00	.00	.00	.00	14,008.00
TOTAL BULLITT CITY DAY TREATMENT CTR	.00	14,008.00	.00	.00	.00	14,008.00
220 REVENUE GRANT						
3200 RESTRICTED STATE REVENUE	.00	-112,064.00	.00	.00	.00	-112,064.00
TOTAL REVENUE GRANT	60,137.79	-112,064.00	7,116.10	7,116.10	7,116.10	-67,253.89
TOTAL NECSAC DAY TREATMENT	.00	-112,064.00	7,116.10	7,116.10	7,116.10	-44,810.11
TOTAL REVENUES	60,137.79	112,064.00	7,116.10	7,116.10	7,116.10	44,810.11
TOTAL EXPENSES	60,137.79	98,056.00	7,116.10	7,116.10	7,116.10	-67,253.89
GRAND TOTALS	60,137.79	.00	7,116.10	7,116.10	7,116.10	-67,253.89

AUTHORIZED SIGNATURE:

DATE: 10.1.25

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 **BULLITT ALTERNATIVE CENTER** for the current Fiscal Year and the amounts stated are appropriated for the purposes indicated.

Federal Programs Allocation FY25	
Title I, Part A	\$
Title I Part D, Subpart 2 Neglected & Delinquent	\$25,700.00
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	\$25,700.00

State Programs Allocation FY25	
General/District Funds	\$880,690.11
Local Tax Dollars	\$
Family Resources Youth Service Centers	\$
Gifted talented	\$
Extended School Services	\$
Preschool	\$
Professional Development	\$
Textbooks	\$
Safe Schools	\$
KECSAC	\$14,008.00
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	\$894,698.11

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 **SPRING MEADOWS** for the current Fiscal Year and the amounts stated are appropriated for the purposes indicated.

Federal Programs Allocation FY25	
Title I, Part A	\$8000.00
Title I Part D, Subpart 2 Neglected & Delinquent	\$
Title I School Improvement	\$
Title I Part B Even Start	\$
Title I Part B Reading First	\$
Title I Part C Migrant	\$
Stewart B. McKinney Homeless	\$
Title II, Part A, Teach Quality	\$
Title I, Part D, Education Technology	\$
Title II, Part D, Education Technology-Competitive	\$
Title III Limited English Proficiency	\$
Title III Immigrant	\$
Title IV Part A Safe & Drug Free Schools	\$
Title IV Part B, 21 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	\$8,000.00

State Programs Allocation FY25	
General/District Funds	\$101,936.47
Local Tax Dollars	\$
Family Resources Youth Service Centers	\$
Gifted talented	\$
Extended School Services	\$
Preschool	\$
Professional Development	\$
Textbooks	\$
Safe Schools	\$
KECSAC	\$98,056.00
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	\$199,992.47

ALFA CHEMTECH

Total Instructional Days of 210

KDE (1,062), one Opening day, one Closing day, four Professional Development days, four Holidays, and thirty-three KECSAC Extended days.

Days (DD)
M=Make Up Days

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).

Attachment 4

2025 - 2026 Inclement Weather Plan for Bullitt Alternative Center/Spring Meadows

Bullitt County Public Schools have built in 4 make-up days for inclement weather. 5/27, 5/28, 5/29, and 6/1 have all been designated make-up days to offset any missed school during inclement weather. If more than 4 days are missed due to weather, they will be added at the end of the calendar. Currently, May 22, 2026 is the last day of school for BCPS students. May 26, 2026 is the last day for teachers (closing day). The official extended days will begin on May 28, 2026. If BCPS misses school and the schedule is adjusted, the extended day schedule will be adjusted as well. For example, if we have one snow day and the calendar is adjusted by one day to offset the snow day, then the extended days will be pushed back by one day.

5/27/25, 5/28/25, 5/29/25, and 6/1/25

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: BULLITT COUNTY

Name of Program: SPRING MEADOWS

School Code: 032

A.	Projected 2025-2026 School Year Average Daily Attendance (ADA)	<u>20.00</u>	
B.	Projected Base SEEK \$ \square 586 x ADA		\$ 91,720.00
C.	Projected At-Risk Add-on \$ \square 586 x 0.15 x ADA for residential & group home youth*		\$ 0.00
D.	December 2, 2024 Child Count: Severe (Low) <u>1</u> Moderate <u>5</u> Speech (High) <u>0</u>		
D1.	Projected Low Incidence Add-On ¹	\$ \square 586 x 2.35 = \$10,777	x 12-2-24 Child Count
			\$ 10,777.00
D2.	Projected Moderate Incidence Add-On ²	\$ \square 586 x 1.17 = \$5,366	x 12-2-24 Child Count
			\$ 26,830.00
D3.	Projected High Incidence Add-On ³	\$ \square 586 x 0.24 = \$1,101	x 12-2-24 Child Count
			\$ 0.00
E.	Total Projected SEEK for 2025-2026 School Year		\$ 129,327.00
F.	SEEK Funds to be provided by Kentucky Department of Education		
	State Ratio** 51.37% <u> </u> x Total Projected SEEK (Line E)		\$ 66,435.28

* 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 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: BULLITT COUNTY

Name of Program: BAC

School Code: 120

A.	Projected 2025-2026 School Year Average Daily Attendance (ADA)	<u>50.00</u>	
B.	Projected Base SEEK \$ <u>586</u> x ADA		\$ 229,300.00
C.	Projected At-Risk Add-on \$ <u>586</u> x 0.15 x ADA for residential & group home youth*		\$ 0.00
D.	December 2, 2024 Child Count: Severe (Low) <u>8</u> Moderate <u>6</u> Speech (High) <u>0</u>		
D1.	Projected Low Incidence Add-On ¹	\$ <u>586</u> x 2.35 = \$10,777 x 12-2-24 Child Count	\$ 86,216.00
D2.	Projected Moderate Incidence Add-On ²	\$ <u>586</u> x 1.17 = \$5,366 x 12-2-24 Child Count	\$ 32,196.00
D3.	Projected High Incidence Add-On ³	\$ <u>586</u> x 0.24 = \$1,101 x 12-2-24 Child Count	\$ 0.00
E.	Total Projected SEEK for 2025-2026 School Year		\$ 347,712.00
F.	SEEK Funds to be provided by Kentucky Department of Education		\$ 178,619.65
	State Ratio** <u>51.37%</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.

**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 Bullitt County School District, located at Bullitt Alternative Center, ("the Contractor") (each a "Party" and collectively "Parties") to establish an agreement for the provision of a full continuum of educational services for students enrolled in the Day Treatment program as provided by KRS 605.093. The initial IA is effective from the 1st day of July 2025 through the 30th day of June 2026.

WITNESSETH, THAT:

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

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

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

Definitions:

- A. 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: when appropriate, the student, parents, general education teacher (1), special education teacher (1), a local education agency (LEA) representative, and others who can help write and implement the IEP. 707 KAR 1:320(3)
- B. Contractor personnel means any employee of the school district providing services to the Department pursuant to this IA.
- C. Department personnel means any employee of the Department of Juvenile Justice.
- D. Department student means individuals enrolled in the school who are simultaneously in the care or supervision of the Department of Juvenile Justice.
- E. Educational administrative staff per 505 KAR 1:080(3) means a principal, assistant principal, supervisor, coordinator, director, pupil personnel worker, or guidance counselor employed or contracted to provide education services.
- F. "GED® Diploma" means the High School Equivalency Diploma pursuant to 13 KAR 3:050.
- G. Individual Client Record ("ICR") means the hard case file of an individual student by which information and documentation is maintained by the Contractor.
- H. The Individuals with Disabilities Education Act (IDEA) is a law that makes available a free appropriate public education to eligible children with disabilities throughout the nation and ensures special education

and related services to those children, supports early intervention services for infants and toddlers and their families, and awards competitive discretionary grants.

- I. Individual Education Program ("IEP") is defined by KRS 158.281 and means a written statement that meets the requirements of 707 KAR 1:320.
- J. Individual learning plan addendum or "ILPA" means an action plan that addresses the changed educational needs of a student based upon entry into or exit from an alternative education program that includes academic and behavioral needs of the student, criteria for the student's re-entry into the traditional program, and provisions for regular review of the student's progress throughout the school year while in an alternative education program. Every student who does not have an IEP shall have an ILPA.
- K. State assessments: Kentucky Summative Assessments (KSA) are required for all students, grades 5 through 8, 10 and 11, as required by the Kentucky Department of Education. Testing dates will be in accordance with local school district requirements. A college admissions examination shall be administered for all high school juniors during the spring semester according to KRS 158.6453. Eligible students only include those who are within their cohort junior year; those wishing to take the college admissions exam and not meeting the cohort year requirement must work with the school district to cover the cost of the examination.
- L. Student means any individual enrolled in the school.
- M. Transition Plan per KRS 157:200 is a student-centered, individualized, and legally required component for students with disabilities under IDEA that outlines the steps, supports, and services needed to help a youth reintegrate successfully into:
 - a. A traditional public school or alternative education program,
 - b. Postsecondary education or vocational training,
 - c. Employment,
 - d. Independent or supported living, or
 - e. Community-based services.

Scope of Services:

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

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

Section 1.

The Contractor shall:

- A. General Provisions
 - 1. Comply with all applicable federal and state laws and regulations for the services provided under this IA. Nothing in this IA should be interpreted to require or condone the violation of such federal and state laws and regulations.

2. Provide to the Department Education Branch at the beginning of each semester an organizational chart listing the chain of command from Superintendent through teachers to include job title, email addresses, and phone numbers.
3. Agree and acknowledge that Contractor personnel shall comply with the dress code for DJJ staff as set forth in Department Policy Number DJJPP 116. (Appendix C)
4. Provide educational services based on youth entry and transition dates.
5. Provide one on-site, full-time principal, coordinator, school administrator, or director who shall:
 - a. Participate in management meetings or trainings;
 - b. Participate (with other Contractor personnel) in the Department's Education Branch trainings and other pertinent training(s) as recommended by the Department;
 - c. Submit to the Department by the 5th of each month a complete, accurate, and cumulative Monthly Medicaid Report;
 - d. Submit to the Department by the 15th of each month a completed program report to include expenditures; this includes the payment request page, student list and required information, and applicable budgetary report information;
 - e. Conduct monthly staff meetings for all contracted school staff program personnel;
 - f. Conduct monthly auditing of student treatment files for content, timelines met, and quality of documentation;
 - g. Ensure that student treatment files are uniformly compiled and kept confidential and secure;
 - h. Ensure that Contractor personnel cooperate during the Department's Education Branch monitoring;
 - i. Agree to the following conditions related to the Department's Education Branch monitoring:
 - i. Department personnel shall have access to student files and program records to complete program audits and monitoring;
 - ii. All student surveys, personnel surveys, and collateral contact surveys shall be completed as part of Department monitoring; and
 - iii. When requested, a Program Improvement Plan shall be developed and submitted to the Department within 30 days of receipt of the final monitoring report to address any issues noted during the Department's Education Branch monitoring;
 - j. Ensure a substitute teacher is secured, if available, or other appropriate coverage is in place for each Contractor personnel absent all or part of a school day;
 - k. Ensure students with an Individual Education Plan (IEP) receive educational services from a certified Special Education teacher as identified in their IEP;
 - l. Have a plan to ensure adequate housekeeping and maintenance of the facility;
 - m. Identify and utilize community resources; And
 - n. Oversee the certified evaluation process.
6. Adhere to the Department's Code of Conduct and Code of Ethics Policy and Procedures (Addendum A), cooperate with investigation of misconduct, and notify the Department's Branch Manager within ten (10) school days of decision related to such an investigation. If a violation occurs, disciplinary actions relating to Contractor personnel shall be governed by the Contractor's policy and procedures. If the Department provides written notice that it believes that Contractor personnel has violated any Department Policy or state or federal law or regulation, then the individual believed to have violated such shall not be permitted to return to the Department's program, and the Contractor shall forthwith provide a different teacher or other educational personnel to replace the individual not permitted to return.
7. Ensure the teacher to pupil ratio shall average, based on average daily attendance as defined by statute, no more than ten (10) students to one (1) teacher without a classroom aide and fifteen (15) students to one (1) teacher with a classroom aide. Required Staffing shall be adequately provided by the LEA to ensure reasonable educational services to all juveniles to meet their educational needs. This shall include provision of appropriate staff to meet the needs of the Master School Schedule and provide a 6-hour instructional school day for students provided by a certified teacher. The LEA shall ensure that appropriate certified teachers are available if a teacher is not present during the school day due to any

leave of absence. Ensure any classroom that exclusively serves students with educational disabilities shall comply with teacher pupil ratios as specified in 707 KAR 1:350. Teacher pupil ratio relates to the number of students a teacher can have on their case load, not students in one classroom. 707 KAR 1:350 1(1) Least Restrictive Environment does not support the practice of placing all SPED students in one classroom.

8. 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.
9. Provide 210 instructional days. Educational services shall be provided in-person. Non-traditional instruction (NTI) may be utilized pursuant to 701 KAR 5:150. Special Education services must be provided on all school days for students with a designated need.
10. Provide each student with a minimum of six (6) hours of daily instruction as indicated in KRS 158.060(3) and provide a minimum of four (4) hours of instructional time per extended day for each day beyond the local school district calendar.
11. Submit the yearly school calendar and daily school schedule to the Department facility leadership, if applicable, and the Department Education Branch manager by August 1 for the upcoming school year. Daily school schedule should include six (6) hours of instruction including teacher planning times and 30 minutes duty free lunch per KRS 337.355. Any changes to the calendar or daily school schedule must be sent to the Department Education Branch manager. Vocational programming, as available, shall be included on the school calendar.
12. Provide all necessary instructional materials and specialized equipment that meet minimum state education standards, including but not limited to computers and data lines.
13. Provide incentives and formal recognition to students for educational participation and specific educational, technical, and vocational achievements.
14. Provide or arrange for the provision of daily transportation of students to and from school.
15. Ensure supervision and security procedures shall address:
 - a. Constant supervision of students;
 - b. Student and visitor searches;
 - c. Instances when police/resource officer may be called; and
 - d. Key control.
16. Acknowledge and agree that all Contractor personnel have a duty to report dependency, neglect, or abuse as described in KRS 620.030.
17. Notify the Department's Education Branch manager of any alleged abuse within the program within 24 hours of any Contractor personnel becoming aware of the allegation.
18. Immediately notify the Department's Education Branch manager of the media's request for information or coverage of the day treatment program, its personnel, or students actively enrolled in the program.
19. Provide remedial instruction and intervention to improve basic skills for students who score two or more grade levels below standard in reading or math.
20. Require Contractor personnel to follow instructional best practices which include teacher-led instruction, modeling and guided practice and interactive discussions led by the teacher for at least 30 minutes of each class period. Written lesson plans or curriculum maps shall be developed, which shall include goals, standards, activities, and modifications, with consideration given to the educational and vocational learning needs of each student.
21. Require Contractor personnel to provide instruction that addresses the Learning Styles of each student.
22. Ensure information about Career Clusters and Learning Styles Inventory are displayed within the classroom areas.
23. Ensure library services are provided and made available to students through local library programs, bookmobiles, visits to a partnering school, and/or on-site libraries.
24. Ensure that procedures are in place to address student absences from the program.
25. Maintain regular contact with the student's parent or caregiver, to include at the minimum the following:
 - a. The counselor shall communicate with the student's parent or guardian at least once every fourteen (14) calendar days;
 - b. If contact cannot be made, the attempted contact shall be recorded in the student's ICR; and
 - c. Each family contact and service shall be recorded in the student's ICR.

26. Notify the Juvenile Service Worker (JSW) and Department group home, when appropriate, when a Department student is absent or leaves the school grounds without permission.
 - a. Notification shall be documented; and
 - b. Parents shall be contacted within two (2) hours when a student is unexpectedly absent.
27. Establish a formal grievance process related to Department students in their Standard Operating Procedures Manual.
28. Participate fully in the monitoring of this IA.
29. Ensure all personnel have undergone Child Abuse and Neglect, and National Crime Information center background check, are not required to register as a sex offender, and do not have criminal convictions or pending charges relating to abuse, sexual abuse, or any felony offense.
30. Ensure that each certified and classified Contractor personnel shall be prohibited from discussing a Department student's legal status with any other individual and protect the confidentiality of all students.
31. Have a written policy mandating zero-tolerance toward all forms of sexual abuse, sexual harassment, sexual contact, or any type of sexual offense and outlining the Contractor's approach to preventing, detecting, and responding to such conduct and submit all such policies to the Department.
32. Contractor staff shall participate in Department Education Branch trainings, documentation, and on-going assistance regarding all students.
33. Ensure items purchased with Department grant funding (Title I Part D) are tagged and identified as Title I property, which shall include but not be limited to:
 - a. A written inventory shall be kept, including serial numbers, when applicable;
 - b. Software licenses purchased by Title I Part D, shall be tracked and identified on corresponding hardware; and
 - c. If any durable equipment purchased using Title I Part D funds has exceeded its useful life or is damaged to the point of not being useful, the equipment must be cleansed or destroyed according to School District policy and documented and reported to the Title I Part D Coordinator.
34. Ensure appropriate Contractor and Department personnel are invited to participate in any educational meetings and meetings of the Admissions and Release Committee (ARC) meetings, when appropriate pursuant to 707 KAR 1:320(3).
35. Ensure no Department student is permitted access to e-mail, except in cases when email is required to access educational programs. In these cases, Department youth shall be closely monitored.
36. Ensure no Department student is permitted access to material with a Motion Picture Rating above PG-13.
37. Adhere to the Children's Internet Protection Act (CIPA) and ensure that internet access is diligently supervised through KDE's Internet Content Management System (ICMS) and is purposeful for the completion of academic/vocational learning objectives. Within 30 calendar days of the date of this agreement, the Contractor agrees to provide access to the Kentucky Student Information System (KSIS)/Infinite Campus for each student attending the schools that are the subject of the Interagency Agreements.
38. KSIS/Infinite Campus access shall be limited to DJJ Education Branch Manager and the identified Education staff for the purposes of monitoring, technical assistance and tracking student progress.
39. KSIS/Infinite Campus access for the DJJ Education Branch Manager and the identified Education staff shall be Read-only and shall include student demographics, attendance, grades, GPA, graduates, courses, vocational and C-tech certifications, ILPA, teacher-student class rosters and program participation including special education, gifted and talented, Title I, limited-English proficiency, and others as applicable. The DJJ Education Branch shall have the ability to generate reports based on student information.
40. Student data including, but not limited to, behavior, grades, and program participation shall be recorded in Infinite Campus. Assure each youth's educational record contains specific name of courses youth is taking or has completed, amount of time in the course, and grades and credits earned while in the program. This information is to be included when transferring records to the next agency providing education services. The Department shall be provided access to Infinite Campus data standards that are applicable to the Department's monitoring purposes.

B. Admissions

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

C. Student Assessments and Records

1. Agree that federal and state laws and regulations shall govern the confidentiality, maintenance, handling, and access of educational records, including academic, technical, and vocational.
2. Administer educational (reading and math) and vocational assessments within fourteen (14) school days of admission unless a previous assessment within the last school semester is available.
3. Ensure Department students complete a career assessment to include aptitude, interest inventory, and learning and working styles, which shall at a minimum:
 - a. Assist in integrating academic vocational and work assignments, and treatment goals;
 - b. Assist personnel as they communicate with students;
 - c. Assist in developing each student's Individual Learning Plan (ILP) and Transition Plan; and
 - d. Provide each student with workplace readiness skills.
4. 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.
5. 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 higher education through correspondence or on-campus courses.
6. Ensure student grades and achievements are emailed or sent per district policy to the parent or guardian on the same schedule as for students in the local school district.
7. Ensure each student is included in district wide and statewide assessments including any state assessment, KSA, and ACT. Submit Contractor testing schedule to the Department facility leadership and Education Branch manager as early as possible prior to the testing window.
8. For students eligible for GED testing, ensure students earn grades and credits toward a diploma while preparing for GED testing.
9. 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).
10. Maintain an Individual Client Record (ICR) for all students who are committed to the Department but not placed in a group home and enter information from the ICR into the group home's electronic record for students who are placed in a group home in conformance with the following requirements:
 - a. All student records shall be marked "confidential" and kept in locked file cabinets;
 - b. Personnel shall not take student records off the premises;

- c. If another student must be identified in a student record, they shall be identified by initials only; and
- d. Access to all records shall be limited to those who have a right or a need-to-know specific information.

D. Treatment Services/Mental Health

1. Ensure a licensed behavioral health professional oversees the provision of appropriate behavioral health care for students. Counseling services shall be provided by an approved behavioral health practitioner or an approved behavioral health practitioner under supervision as defined in 907 KAR 15:005.
2. Screen students upon admission for suicide risk factors in line with the following requirements:
 - a. All personnel shall be trained regarding verbal and behavioral cues of suicide risk and shall observe students for signs of vulnerability, trained to recognize high-risk behaviors and high-risk periods of potential suicidal behavior; and
 - b. All students shall receive suicide prevention training by September 15 of each school year as described in KRS 156.095 (6).
3. Ensure compliance with KRS 156.095. All public schools are required to provide suicide prevention awareness information to students in grades six through twelve. This training must be delivered twice each school year: once by September 15 and again by January 15. The information can be presented in person, through live streaming, or via a video recording. If a student is absent during the scheduled training, the school must ensure the student receives the lesson at a later date.
4. Prominently display the statewide child abuse hotline number and the National Human Trafficking Reporting Hotline number per KRS 156.095(8).
5. Ensure the Orientation Treatment Plan procedures:
 - a. Be completed within one (1) week of admission; and
 - b. Use the DJJ Orientation Treatment Plan form.
6. Utilize a trauma informed approach and evidence-based practice in the provision of counseling services.
7. Make substance abuse education available.
8. Provide counseling services on an emergency basis and upon student's request, as needed.
9. Agree that individual counseling shall be:
 - a. Conducted a minimum of one (1) scheduled hour per week;
 - b. Documented in the individual client record (ICR) within seven (7) days;
 - c. Utilized to help the students make changes in thinking and behavior consistent with pro-social norms; and
 - d. Utilized to assist students in meeting goals and tasks identified on the student's ITP.
10. Agree that group counseling shall be:
 - a. Conducted for one (1) hour at a minimum of two (2) times per week;
 - b. Documented by summary in the individual client record (ICR) within seven (7) days.
 - c. Limited to twelve (12) students in any one session;
 - d. Utilized to help the student make changes in thinking and behavior consistent with pro-social norms; and
 - e. Utilized to discuss specific and common issues, conflicts, and concerns.
11. Make family counseling available if indicated on the student's Individual Treatment Plan (ITP).
12. Ensure the treatment team meets on a weekly basis in line with the following requirements:
 - a. Treatment team shall include the student, the student's family, Juvenile Service Worker, counselor, certified educational personnel, youth worker staff (if available), and other approved individuals;
 - b. Students shall meet with treatment team at least every ten (10) school days;
 - c. The treatment team shall be responsible for making all treatment decisions regarding the student; and

- d. The counselor shall document the treatment team meeting in the ICR within seven (7) days of the treatment team meeting date. Entries shall be made prior to the next scheduled treatment team meeting.
13. Contact parents or guardians within 24 hours if a student is in need of a referral based on a mental health concern.
14. Complete an ITP conference within 10 school days of admission in line with the following requirements:
 - a. The student, parent or caregiver, and JSW, if applicable, shall be invited to attend the ITP conference;
 - b. Family identified natural supports may be included in the ITP conference upon request from the parent or caregiver;
 - c. Members of the assigned treatment team shall participate in this conference;
 - d. The ITP shall include measurable interventions and tasks;
 - e. The ITP shall include an initial transition plan;
 - f. An ITP shall be accompanied by a signature sheet that is signed and dated by ITP conference participants;
 - g. The ITP shall be reviewed, dated, and signed by a licensed behavioral health professional; and
 - h. A copy of the ITP shall be given to the student, parent, or caregiver, and upon request to any applicable agency or court and placed in the ICR within fifteen school (15) days.
15. Review the ITP at least every sixty (60) calendar days and updated as needed. If the date of the review falls on a weekend or holiday, the conference shall be held prior to the designated review date.
16. Hold a Treatment Team meeting thirty (30) calendar days prior to a student's transition or discharge to complete a transition plan dated with signatures and titles of the multidisciplinary Treatment Team members in attendance. Contractor shall ensure each student meets with the Treatment Team at least once prior to returning to their home school.
17. For any student transitioning back to the regular public-school setting, complete a transition plan, and a transitional planning conference may be held ten (10) school days prior to the student's anticipated release to support the student in their reentry into the appropriate school setting.

B. Medical

1. Provide access to emergency medical and dental care while students are at the program.
2. Have written health care procedures in the program's Standard Operating Procedure Manual.
3. Ensure the provision of health care services such as first aid or medication administration is conducted according to Contractor policy and the requirements of KRS 158.838.
4. Record any medical attention administered according to Contractor guidelines.
5. Screen students for any health care needs on the day of admission pursuant to 702 KAR 001:160 and contact and assist parents or guardians in finding the appropriate community resources if a problem is suspected.
6. Make family planning education and counseling regarding aspects of sexuality available in the program or by referral to appropriate community providers.
7. Screen students for drug and alcohol abuse prior to admission to the program by trained, gender appropriate personnel. Random screenings may be administered.
8. Provide drug and alcohol relapse prevention education.
9. Seek medical clearance for students who demonstrate signs of intoxication or withdrawal.
10. Immediately contact the student's parents and the Department Commissioner and complete and forward an incident report to Department Administration within twenty-four (24) hours, if a student is seriously injured, seriously ill, or has attempted suicide.
11. Immediately notify Emergency Medical Services (EMS) and law enforcement via 911 services in the case of a student death. In such an event:
 - a. Personnel on duty shall not disturb the body or the immediate area beyond any action necessary to check for vital signs or provide emergency resuscitation techniques;
 - b. The school shall notify the Department Commissioner and the Juvenile Service Worker (JSW) as soon as possible;

- c. Contractor shall not provide statements to the press;
 - d. Personnel with direct information regarding events surrounding the death shall document this information on an Incident Report. Names of students, teachers, and all involved persons, time Coroner was notified, and pronouncement of death given, and subsequent notifications of parents and guardians shall be recorded. All pertinent notifications and significant facts related to the death shall be fully documented in the ICR; and
 - e. A complete copy of all records relating to the student shall be forwarded to the Department Office of Legal Counsel within seventy-two (72) hours.
12. Not discriminate against a student with an on-going, contagious medical condition. KAR 158.160
- a. The following factors may assist in determining whether to continue placement in school:
 - i. The ability of the student to manage aggressive or sexual behaviors;
 - ii. The maturity and ability of other students in the program to protect themselves from infection; and
 - iii. The availability of medical treatment, as needed.
 - b. These factors shall not in themselves preclude the student's continuation in the program but shall be considered in relationship to the program's structure and supervision capabilities.
13. Have in place an infection control program to monitor the incidence of infectious and communicable diseases among students, which shall:
- a. Promote a safe and healthy environment;
 - b. Reduce the incidence and spread of disease;
 - c. Ensure that student infected with these diseases receive prompt care and treatment; and
 - d. Provide for the completion and filing of all reports consistent with local, state, and federal laws and regulations.

F. Behavior Management

- 1. Develop a code of acceptable school behavior and disciplinary measures that are consistent with the approved day treatment solicitation of application and contract with the Department.
- 2. Ensure disciplinary measures do not interfere with educational programming, except if there is substantial evidence to justify otherwise.
- 3. Make students aware of the rules, consequences, and safety and security responses as part of the program orientation.
 - a. Students shall receive a student handbook upon admission.
 - b. Rules and sanctions shall be conspicuously posted in the school.
- 4. Establish a system of graduated responses for rule violations.
- 5. Include alternatives to suspension and expulsion in the program's system for behavior management.
- 6. Agree that sanctions may be used to teach students more constructive and socially acceptable methods for responding to their environment and provide a safe and secure program for students and personnel in line with the following requirements:
 - a. Sanctions shall:
 - i. Be used when dealing with unacceptable behavior; and
 - ii. Be natural, logical, and appropriate.
 - b. Sanctions shall not:
 - i. Be used to demonstrate a personnel's authority over students;
 - ii. Be physically abusive, verbally abuse, or used to dehumanize or humiliate students;
 - iii. Include the withholding of meals, snacks, educational access, required recreation; or
 - iv. Include the use of restraints or isolation.
- 7. Document any sanctions issued for a rule violation in the student's ICR.
- 8. Ensure personnel model and reinforce appropriate positive behavior at a higher ratio than discouraging and deterring inappropriate behavior by students.
 - a. Incentives may be used to reward or motivate positive behavior.
- 9. Utilize least restrictive behavior management techniques that will safely manage student behavior.

10. Utilize approved and trained methods for the management of students. All staff working with students shall be trained in de-escalation techniques approved by the local school board.
11. Only use physical restraint when a student presents a clear danger to himself, others, or property. Physical restraint shall only be performed by personnel trained in the program's approved physical restraint procedures according to school district policy.
12. Document any use of physical restraint or management in the student's ICR and immediately report such use to the student's Juvenile Service Worker (JSW) or Group Home Superintendent.
13. Mechanical restraints are prohibited.
14. Immediately report to the Department Commissioner incidents which present an imminent threat to the safety or security of a Department committed student and complete an incident report as described in DJJPP 1019 (Addendum B).
15. Ensure no individual student or group of students shall be given control or authority over other students.
16. If applicable, provide the Department personnel access on a need-to-know basis to all pertinent records as permitted by law to meet the individual needs of the student.

G. Environmental

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

H. Safety and Security

1. Follow the provisions of the Safe Schools Act/Senate Bill 1, 2019.
2. Develop a program-specific Emergency Procedure plan to address weather and other emergencies and train all personnel annually on such procedures. The Emergency Plan shall delineate procedures in accordance with KRS 158.162 and KRS 158.164.
3. Have an anonymous reporting tool that allows students, parents, and community members to anonymously supply information concerning unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities to appropriate public safety agencies and school officials.
4. Include the day treatment program in the audit process if the school district is participating in a Kentucky Center for School Safety audit.
5. Ensure Contractor personnel follow district and facility sign-in and sign-out procedures and provide the Department a list of teacher and administrator names, email addresses, and phone numbers for those who routinely interact with facility students prior to the beginning of each semester.
6. Ensure all entrance doors are locked at all times.
7. Establish procedures providing for the safety, security, control, management, and storage of tools, sharps, and hazardous materials including culinary tools, medical equipment, and flammable, toxic, caustic, and other hazardous (FTC) materials, including but not limited to:
 - a. Inventory procedures for all tools, sharps, and FTC materials stored within the school;
 - b. A tool control system; and
 - c. Storage of all FTC materials shall be in accordance with applicable fire and safety codes and Environmental Protection Agency (EPA) regulations.

Section 2.

The Department shall:

Contracted Day Treatment

- A. Comply with all applicable federal and state laws and regulations for the services provided under this IA. Nothing in this IA should be interpreted to require or condone the violation of federal or state laws and regulations.
- B. Provide the principal, coordinator, school administrator, or director or designee as much notice as possible prior to a student being admitted to or discharged from the program.
- C. Ensure the principal, coordinator, school administrator, or director is notified of a suspected educational disability using the Child Find form.
- D. Provide the Contractor on a need-to-know basis access to all pertinent records as permitted by law to meet the individual needs of the student.
- E. Provide the principal, coordinator, school administrator, or director or designee notice of relevant meetings at the same time other Department personnel is provided notice. Notify the Department Education Branch manager, principal, coordinator, school administrator, or director of any grievance involving the Contractor personnel. Each Party will address the grievance according to their respective policy and procedures. If a mutually acceptable resolution is not reached within the timelines of the respective policies and procedures, the following action shall be initiated:
 - Step 1. The Department Facilities Regional Administrator and Contractor designee, who is not the principal, coordinator, school administrator, or director, will meet to discuss, clarify, and resolve the matter. This resolution will be formalized in writing and conveyed to the Department facility leadership, Department Education Branch manager, principal, coordinator, school administrator, director, or designee. 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, coordinator, school administrator, or director, will meet within ten (10) working days. They will review the grievance, interview the individuals they deem appropriate, and reach a resolution. This resolution will be formalized in writing and conveyed to the Department facility leadership, Department Education Branch manager, principal, coordinator, school administrator, director, or designee.
- F. Ensure appropriate Department personnel may attend any educational meetings and meetings of the Admissions and Release Committee (ARC) meetings.
- G. Provide training and technical assistance to Contractor through Education Branch personnel.
- H. Provide Department students intake and transition information as soon as possible on all in-coming and out-going students.
- I. Ensure Department personnel cooperate with special education evaluation processes by providing appropriate screenings and physician's medical statements as appropriate.
- J. Ensure Contractor personnel is provided all mandatory Department trainings as directed by federal and state requirements, Department Policy, and American Correctional Association accreditation standards.
- K. Participate in Department Education Branch monitoring, trainings, documentation, and on-going assistance regarding all students.
- L.
- M. Report educational and/or vocational concerns to the Education Branch.

Section 3.

Justice and Public Safety Cabinet Terms and Conditions

The Parties agree:

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. Each party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds which may result or arise out of any alleged conduct caused or alleged to have been caused by that party or its employees or representatives in the performance or omission of any act or responsibility of that party under this agreement.
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:

Randy White

DJJ Commissioner Signature

DATE: 9.8.25

CONTRACTOR: Bullitt County Public Schools
Name of Agency

APPROVED:

BY:

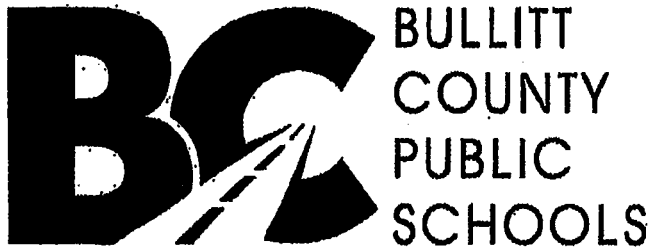
[Signature]

Signature

TITLE: Superintendent

DATE: 7.28.25

(6.3)



JESSE BACON, SUPERINTENDENT

ADRIENNE USHER, ASSISTANT SUPERINTENDENT

BRANDY HOWARD, CHIEF ACADEMIC OFFICER

TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Dr. Jesse Bacon, Superintendent *JB*

FROM: Dr. Rachelle Bramlage-Schomburg, Director of Secondary Education *RBS*

RE: Agreement between Bullitt County Public Schools/Spring Meadows and State Children Interagency Agreement

DATE: May 9, 2023

Please see the attached Agreement between Bullitt County Public Schools/Spring Meadows and State Children Interagency for the 2023-2024 school year.

Please approve this Agreement at the May Board Meeting.

Approved by the
Bullitt County
Board of Education
Date: MAY 22 2023

JB
5.9.23

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

STATE CHILDREN INTERAGENCY AGREEMENT

This agreement is intended to form the basis of an interagency agreement between **SPRING MEADOWS** as a provider of residential services and **BULLITT COUNTY PUBLIC SCHOOLS (BCPS)** as the agency responsible for provision of school services.

SPRING MEADOWS as the residential services provider in order to meet the intent of this Agreement hereby agrees to:

- 1) Provide BCPS within two weeks after discharge date notice prior to the exit of a student from **SPRING MEADOWS** facility, when applicable.
- 2) Notify BCPS staff of regularly scheduled and special called meetings for case review and offer sufficient notice and opportunity for BCPS staff participation in relation to educational issues.
- 3) Maintain ongoing communication between **SPRING MEADOWS** staff and BCPS staff on a schedule that is mutually determined based on the needs of each student.
- 4) Assure that **SPRING MEADOWS** staff will be assigned to the school area at all times the school is in operation. .
- 5) Inform BCPS staff when an incident has occurred which may affect a student's performance in school. In order to protect the confidentiality rights of the residents, the specifics of the incident might not be communicated.
- 6) Inform BCPS staff of and ask for their input into any group or individual behavior interventions of management systems and collaborate in residential implementation of similar methods utilized by the school system. All treatment teams will include a member of the educational staff. Consultations between employees of BCPS and employees of **SPRING MEADOWS** will be limited to mutual professional concerns regarding the student's education. .
- 7) Determine a mutually agreeable method for dealing with crisis behaviors that may occur in the school setting.
- 8) Administer all medications required by **SPRING MEADOWS** residents.
- 9) Assure that each student's health and hygiene will be maintained and notification will be made to the school of any student's condition which may affect student behavior or performance.
- 10) Agree to a method for resolution of disputes or issues not covered by this Agreement.

11) Provide and maintain all classroom equipment and supplies including but not limited to: access to a phone, classroom computers, desks, filing cabinets, and chairs. Cost related to accessing the Bullitt County Public School computer network. Additional equipment may be requested and discussed as being necessary. The BCPS network may only be used for education purposes: Users must follow KETS regulations and the BCPS Acceptable Use Policy. No religious symbols will be present in the classrooms.

12) Agree that no facility resident will be transitioned to BCPS prior to returning to their home school unless they are a resident of Bullitt County. If a resident of Bullitt County they must utilize the BCPS Enrollment Review process.

BCPS HEREBY AGREES TO the following for SPRING MEADOWS' on site facility school presently operating for 210 instructional days of each fiscal year.

1) Provide two certified teachers (assigned teachers) to provide instruction to all school aged facility residents consistent with their educational needs. All instruction will be in accordance with BCPS policies, on a voluntary basis, and without regard to the religious affiliation of the teacher or the wishes of SPRING MEADOWS.

2) Provide textbooks, and other teaching materials on the same basis as other BCPS students.

3) Designate a liaison to act as supervisor of the assigned teachers and of the instructional program. This supervisor will make unannounced visits to SPRING MEADOWS each month. The assigned teachers will be accountable only to BCPS administration.

4) Notify the assigned teachers of professional development activities and provide opportunities for attendance by BCPS.

5) Attend SPRING MEADOWS facility meetings relative to educational services. Provide an educator and/or written summary to participate in treatment team meetings as they involve the student's education.

6) Notify SPRING MEADOWS staff of school meetings scheduled relative to the design or review of educational services for individual students.

7) Collaborate with SPRING MEADOWS in design, implementation and for revision of behavioral interventions in the school setting and facilitate consistent application of such interventions for residential purposes are appropriate.

8) Cooperate with SPRING MEADOWS staff in the development and application of a mutually agreed-upon method for dealing with crisis behaviors in the school setting

9) Develop and maintain an ongoing system of communication with SPRING MEADOWS on a schedule that is appropriate to the needs of each student. Consultation between employees of SCPS and employees of SPRING MEADOWS will be limited to mutual professional concerns regarding the student's education.

10)Assure that any student suspected of having an educational disability will be referred, evaluated and if appropriate provided special education services in accordance with state requirements, district procedures and Individual Education Programs (IEP).

11) Notify SPRING MEADOWS of any identified medical, mental health or hygiene condition a student manifests.

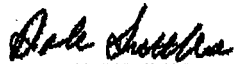
12)Provide instructional goals and objectives for the education of State Agency Children as required by the KECASAC Memorandum of Agreement.

13)Agree to a method of resolution of disputes or issues not covered by this Agreement.

14)Provide a computer for BCPS teachers assigned to Spring Meadows and Virtual Provider Network (VPN) access to BCPS network.

Any student assigned at SPRING MEADOWS will be educated at SPRING MEADOWS. There shall be no placement within Bullitt County Public Schools of any student under the age of 16 residing at SPRING MEADOWS, unless' student is a resident of BullittCounty. In this case, The BCPS Enrollment Review process will determine educational placement. Students 16 or older may be considered for placement (treatment level 5 or higher) at BEHS under the discretion of the BEHS Principal. The BEHS Principal has final discretion if a student remains at BEHS or returns back to Spring Meadows.

This Interagency Agreement becomes effective during the 2023-2024 school year. This agreement shall remain in effect for the next three (3) years unless it is mutually agreed upon by both parties for a revision.


Dale Suttles, President
Sunrise Children's Services

5/22/23
Date

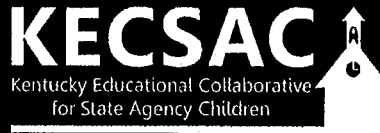

Jesse Bacon
BCPS Superintendent

5/22/23
Date

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: Bullitt County Public Schools

Date: 8/25/225

Program: Spring Meadows/Bullitt Alternative Center

Person Responsible: Dominic McCamish / Chad Golladay

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 Rellevant Time-based

Priority Need 1

Our students performed lower than the district average in every grade for both Math and Reading, with Math scoring lower than reading on average. Average math scores were anywhere from 6.2% - 31.3% lower than the district average.

Supporting Data for Need

When our students are first enrolled at BAC, we use the Renaissance STAR program to screen their math levels. The program identifies their reading and math levels and categorizes them into four levels from lowest to highest: (1) Urgent Intervention, (2) Intervention, (3) On Watch, and (4) At/Above Benchmark. The information below shows the percentage of students at different levels when they come to the program:

Middle School Math

Urgent Intervention: 50%

Intervention: 16%

On Watch: 16%

At/Above Benchmark: 19%

Attachment 7

High School Math

Urgent Intervention: 50%

Intervention: 18%

On Watch: 11%

At/Above Benchmark: 21%

Goal (Addresses the Priority Need)

By the end of the 2025-2026 school year, Spring Meadows will address student deficits in mathematics. This will be accomplished by implementing a regular 1:1 math intervention program for students identified by the STAR screener. Success will be measured by the STAR screener, with the goal that 70% of students identified as needing interventions will demonstrate academic growth in math.

Objectives for Reaching Goal

- *Continued implementation of STAR screening upon entry, during, and upon leaving*
- *Implementation of 1:1 math tutoring program*
- *70% of students will show academic growth in math by the end of the 2025-2026 school year*

Measure of Objectives

Data will include:

- *Implementation of 1:1 math tutoring program*
- *% of students showing growth*
- *% of students in the following categories: Urgent Intervention, Intervention, On Watch, and At/Above Benchmark.*

Priority Need 2

Our students at BAC and Spring Meadows have never had access to clubs. Studies show that students involved in clubs they are interested in feel more connected, have better attendance, and are more academically successful.

We need to have a system where clubs are created, happening regularly, meaningful, and related to teacher/student interests.

Supporting Data for Need

We have no clubs.

KDE guidance says that students cannot be denied participation in clubs. Further, they recommend having them. This information can be found [here](#).

Further reading supporting clubs:

<https://nces.ed.gov/pubs95/web/95741.asp>

<https://eastsideacademy.org/extracurricular-activities-alternative-schools/>

Goal (Addresses the Priority Need)

By October of the 2025 - 2026 school year, all certified teachers will sponsor a club, and continue to do so throughout the year. These club sessions will be structured and well-planned.

Attachment 7

Objectives for Reaching Goal

- Train teachers on what clubs should be within the first two Bullitt Days in August
- Require teachers to apply [here](#)
- Instructional Leadership Team (ILT) will review applications for clubs and either accept or ask for revision
- ILT will create a schedule for monthly clubs
- Students will choose clubs
- ILT will ensure clubs stay on-track and provide support, including budgeting a small budget for each club to purchase needed items

Measure of Objectives

Data will include:

- *Number of clubs available*
- *Number of club meetings per year*
- *Feedback from students*
- *Feedback from teachers*

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: Bullitt County Public Schools

Date: 8/25/25

Program: Spring Meadows/Bullitt Alternative Center

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:

(The first goal that was listed on the previous year's Program Improvement Plan (PIP) in MOA.)

During the 2024 - 2025 school year, BAC teachers will have multiple opportunities to attend PL sessions related to alternative education or Project Based Learning. These sessions will be offered by Bullitt County Public Schools, the Ohio Valley Educational Cooperative, and The National Alternative Education Association (NAEA). Some Title 1 Part D funds will be used to help send teachers to the 29th Annual NAEA conference.

Activities & Strategies:

(List the activities or strategies you utilized in the PIP for this goal. Indicate whether that strategy was fully implemented, partially implemented, or not implemented.)

- Implement Transformation Tuesdays Asynchronous PDs (implemented)
- Send staff to KECSAC and DJJ Events (implemented)
- Send staff to Innovative Schools Conference and Model Schools Conference (implemented)

Data & Evidence:

(Provide data/evidence of impact in terms of student progress and success for this goal.)

- Transformation Tuesday and PD Feedback
- All KECSAC and DJJ events were attended by at least one staff member
- Sent one teacher to Innovative Schools Conference
 - Updated PBIS program as a result

Attachment 8

- Sent one administrator to Model Schools Conference
 - Made starting clubs a goal as a result

Second Goal:

(The first goal that was listed on the previous year's Program Improvement Plan (PIP) in MOA.)

During the 2024-2025 school year, BAC teachers will continue attending regular PLCs twice per month on Tuesday mornings. They will use data from STAR Reading/Math, Edgenuity, Lexia PowerUP, and District Benchmarks to identify needs and plan accordingly. Extra funds will not be needed to support this.

Activities & Strategies:

(List the activities or strategies you utilized in the PIP for this goal. Indicate whether that strategy was fully implemented, partially implemented, or not implemented.)

- PLCs meet twice monthly (partially implemented)
- Teachers will teach Math and English lessons based on student needs (not implemented)
 - Per HR, since no teacher is certified in Math or English, I was not able to require this

Data & Evidence:

(Provide data/evidence of impact in terms of student progress and success for this goal.)

- PLCs met at least once per month. Example PLC Agenda [here](#).
- Instead of teachers teaching lessons, we implemented a daily 1:1 math tutoring program utilizing instructional assistants. Below is a screenshot showing part of the tracking document.

A	B	C	D	E	F	G	H	I	J
Intervention Student	Interventionist	15min Time Slot	Grade	Current Level	Tested Out Level	Last Day	Tested Out	Star Performance level	
	Armstrong		8th	0.8				Urgent	▼
	Armstrong	10:20 - 10:40	10th	3.9				Urgent	▼
	Armstrong		10th	4.2				Urgent	▼
	Knear		8th	2.7	3.7	03/25/25		Urgent	▼
	Knear		10th	3.7				Urgent	▼
	Armstrong	9:20 - 9:40	7	4.3				Intervention	▼
	Colotto	10:30-10:45 Murphy's room	11	5.6				Intervention	▼
	Clark	9:40-10:00	8th	2.9	892	03/18/2025		Urgent	▼
	Morris	9:00-9:20	9th	2.6				Urgent	▼
	Clark	10:00-10:20	8th	3.7				Urgent	▼
	Knear		8th	3.5	839	3/18/2025		Urgent	▼
	Colotto	10:45-11:00 Murphy's room	8th	3.8				Urgent	▼
	Armstrong	8:40 - 9:00	6th	1.3				Urgent	▼
	Morris	10:30-10:45 Murphy's room	8th	0.7				Urgent	▼

Third Goal:

Attachment 8

(The first goal that was listed on the previous year's Program Improvement Plan (PIP) in MOA.)

During the 2024-2025 school year, teachers will develop and teach whole group reading lessons every Wednesday morning in addition to the Personal Finance lessons on Fridays. These lessons will address different literacy skills each week, which will benefit all students.

Activities & Strategies:

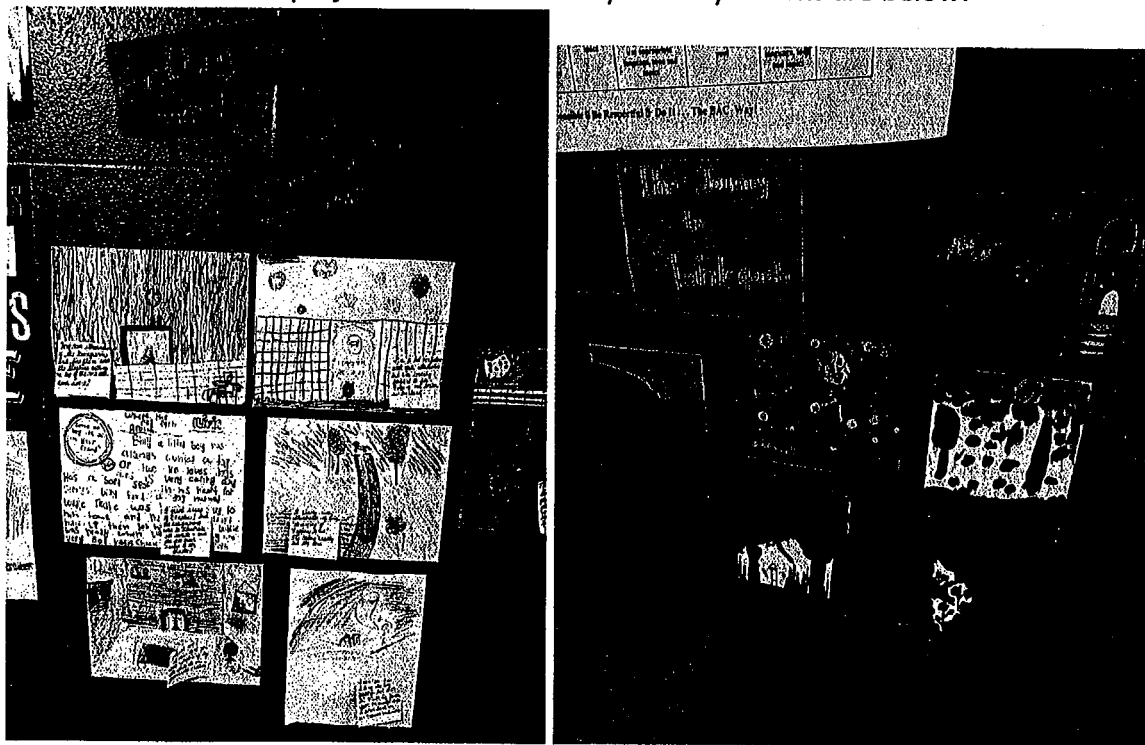
(List the activities or strategies you utilized in the PIP for this goal. Indicate whether that strategy was fully implemented, partially implemented, or not implemented.)

- Two teachers, Ms. Murphy and Ms. Binkley, worked together to teach a reading and literacy lesson every Wednesday. For each lesson, students would read a section of a novel. They would then do grammar/literacy/writing tasks around what they had just read. Next, they would do an art project related to the reading during reflection time. Pictures of some of these art projects are below.
- Two teachers, Mr. Miller and Mr. Kurtz, worked together to teach Personal Finance lessons through the Foundations in Personal Finance curriculum from Ramsey Education. Mr. Miller and Mr. Kurtz supplement the Ramsey curriculum with activities related to real-life situations our students can and do encounter.

Data & Evidence:

(Provide data/evidence of impact in terms of student progress and success for this goal.)

- Pictures of art projects from Wednesday Literacy lessons are below:



- A budget of \$1,000 was set to begin building a school library by purchasing class sets of novels used, such as *Where the Red Fern Grows* and *The Journey to Tahlequah*.
- Students report through the BAC Student Council meetings that they enjoy the reading and financial literacy lessons

Attachment 8

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.

Transition Component – Academic Education

Objective: To provide all students with curriculum and instruction aligned to state standards while meeting individualized needs, which will allow for successful transition into their previous educational setting or the most appropriate academic environment upon discharge from the program.

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

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