

Kentucky Educational Collaborative for State Agency Children (KECSAC)
Memorandum of Agreement
Overview

Legislation enacted by the Kentucky General Assembly in 1992 (SB260) and 1994 (HB826) established KECSAC and defined “state agency children” (SAC) and the role of school districts in the provision of services to these youth (KRS 158.135). Subsequent regulations provide the foundation for the Memorandum of Agreement (MOA) between KECSAC and the school district providing educational services to state agency children.

Working in cooperation with the Kentucky Departments of Education (KDE); Juvenile Justice (DJJ); Behavioral Health, Developmental and Intellectual Disabilities (BHDID); Community Based Services (DCBS); and Local Education Agencies, KECSAC annually requires that each school district submit the following items as attachments for each program to this MOA:

- **ATTACHMENT 1** - A total budget for the education of state agency children in the treatment programs in project budget report MUNIS format.
- **ATTACHMENT 2** - A comprehensive annual budget for the state agency children educational program.
- **ATTACHMENT 3** - A completed Program Educational Calendar Worksheet.
- **ATTACHMENT 4** - A plan for making up any of the 210 instructional days due to inclement weather or other district planned events.
- **ATTACHMENT 5** - A completed SEEK Calculation Worksheet.
- **ATTACHMENT 6** - A current 2025-2026 Interagency Agreement between the school district and each contracted or operated program by DCBS or DJJ.
- **ATTACHMENT 7** - A 2025-2026 Program Improvement Plan (PIP). *New Form*
- **ATTACHMENT 8** - Implementation and Impact Check, based upon 2024-2025 Program Improvement Plan. *New Form*
- **ATTACHMENT 9** - A Student Transition Plan (STP).

The MOA and attachments form the basis for the operation and distribution of State Agency Children’s Funds (SACF) for the delivery of education services to SAC.

1.
 - a. Those children of school age committed to or in custody of the Cabinet for Health and Family Services and placed, or financed by the cabinet, in a Cabinet for Health and Family Services operated or contracted institution, treatment center, facility, including those for therapeutic foster care and excluding those for nontherapeutic foster care; or
 - b. Those children placed or financed by the Cabinet for Health and Family Services in a private facility pursuant to childcare agreements including those for therapeutic foster care and excluding those for nontherapeutic foster care;
2. Those children of school age in home and community-based services provided as an alternative to intermediate care facility services for the intellectually disabled; and
3. Those children committed to or in custody of the Department of Juvenile Justice and placed in a department operated or contracted facility or program; and
4. Those children referred by a family accountability, intervention, and response team as described in KRS 605.035 and admitted to a Department of Juvenile Justice operated or contracted day treatment program.

The passage of SB260 in 1992 envisioned KECSAC as serving youth in state operated or contracted residential and day treatment programs. With the passage of HB826 in 1994, a diverse array of treatment programs was brought under the SAC definition. With the passage of HB117 in 1996, KECSAC services were extended to youth under the care of the Department of Juvenile Justice.

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

The original signed copy of the KECSAC MOA and attachments should be returned to the KECSAC office prior to September 15, 2025. KECSAC will affix final signature to the documents and return a final signed MOA to the School District. The school district will not receive reimbursement until all required information is submitted to complete the MOA. A confirmation of receipt of the MOA will be sent to the school district by KECSAC. A final signed copy version will be returned to the school district after submission of completed MOA. If a completed MOA is not received by March 1, 2026, KECSAC will reallocate funds identified herein to other participating school districts and the outstanding incomplete MOA will be forfeited for the fiscal year.

The local school district that contracts with KECSAC to provide educational services to SAC must provide an equal and equitable education to students in KECSAC programs. This includes equitable resources such as textbooks, teaching materials, technology materials, support and maintenance.

Please submit a complete signed MOA with ALL attachments digitally to:

Kristine Smith at: Kristine.Smith@kecsac.org

Or

Sherri Clusky at Sherri.Clusky@kecsac.org

MEMORANDUM OF AGREEMENT
Kentucky Educational Collaborative for State Agency Children
Fiscal Year 2026
(July 1, 2025 - June 30, 2026)

I. INTRODUCTION

This agreement is made and entered into this 1st day of July, 2025, by and between The Kentucky Educational Collaborative for State Agency Children (KECSAC), (hereinafter called the FIRST PARTY), organized and existing by virtue of the Laws of the Commonwealth of Kentucky, and **Jefferson 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 **Norton Children's Hospital Ackerly, Bellewood, Boys and Girls Haven, Brooklawn, Home of the Innocents School, Maryhurst, Peace Academy, St. Joseph Children's Home, The Brook-Dupont, The Brook-KMI, and Western Day Treatment** a 210 day instructional program that includes a traditional instructional school calendar, or equivalent hours as approved by KDE as well as an extended school program which is in compliance with the Statutes and Regulations governing the CABINETS as they relate to state agency children in the Commonwealth of Kentucky. In addition to the terms and conditions described below, the SECOND PARTY also agrees to abide by all terms and conditions set forth under the Master Agreement between FIRST PARTY and the CABINETS.

III. PERIOD OF PERFORMANCE

Each Memorandum of Agreement is for a period of twelve months, beginning July 1, 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

Jefferson County School District

FIRST PARTY

KECSAC

Dr. Brian H. Yearwood Date
Superintendent

Dr. Ronnie Nolan Date
KECSAC Executive Director

ATTACHMENT 1

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

The total educational budget must be submitted in project budget report MUNIS format. The State Agency Children's Fund and SEEK must be included in the MUNIS report which is submitted with this MOA.

If a program does not receive SEEK funds a memo must be submitted stating that the state agency children are taught at the local school district.

**STATE AGENCY CHILDREN'S PROGRAMS
INTERAGENCY AGREEMENT
BETWEEN**

**JEFFERSON COUNTY BOARD OF EDUCATION and NORTON CHILDREN'S HOSPITAL -
ACKERLY**

This agreement is intended to form the basis for a cooperative relationship between **NORTON CHILDREN'S HOSPITAL - ACKERLY** as a provider of hospital treatment services and the **JEFFERSON COUNTY BOARD OF EDUCATION** as the agency responsible for the provision of school services.

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

NORTON CHILDREN'S HOSPITAL - ACKERLY as the hospital treatment services provider in order to meet the intent of this Agreement hereby agrees to:

1. Provide **JEFFERSON COUNTY PUBLIC SCHOOLS** notice prior to the placement of a student from **NORTON CHILDREN'S HOSPITAL - ACKERLY** into a regular public school. When this is not possible, the school will be notified the same day that the facility is notified of the placement.
2. Provide **JEFFERSON COUNTY PUBLIC SCHOOLS** with all pertinent student records and information permitted and available prior to requesting the admittance of the student. The school will be informed of disciplinary actions taken by other **JEFFERSON COUNTY PUBLIC SCHOOLS** within the last year as made known to the facility prior to placement, or any other school preparation to help assure the safety of all concerned. This information is to be used by **JEFFERSON COUNTY PUBLIC SCHOOLS** to arrange for needed services and NOT to serve as the basis for denial of education services. The parties of this agreement both acknowledge and agree that the health information of students is confidential and will be disclosed only upon receipt of a written authorization, signed by the student and/or student's parent or legal guardian, and subject to the discretion of the treating physician.
3. Notify **JEFFERSON COUNTY PUBLIC SCHOOLS** of regularly scheduled or specially scheduled meetings for case review and offer sufficient notice and opportunity for school staff participation in relation to educational issues, placement planning conferences, and aftercare planning.
4. Assure **JEFFERSON COUNTY PUBLIC SCHOOLS** that ongoing communication will be maintained between **NORTON CHILDREN'S HOSPITAL - ACKERLY** staff and **JEFFERSON COUNTY PUBLIC SCHOOLS** staff of the facility on a schedule that is mutually determined based on the needs of each student.

5. Assure that **NORTON CHILDREN'S HOSPITAL - ACKERLY** staff will be assigned to the school area at all times the school is in operation.
6. Provide appropriate educational facilities on site which are suitable for educational endeavors and conducive to providing a safe learning environment.
7. Inform school 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.
8. Notify **JEFFERSON COUNTY PUBLIC SCHOOLS** of all staff development sessions scheduled for facility staff pertaining to services for school-aged children or youth and offer the opportunity for them to participate. This would include facility training.
9. Inform the school staff and ask for their input into any group or individual behavior interventions or management systems and collaborate in the residential implementation of similar methods utilized by the school system. All treatment teams will include a member of the education staff. The parties of this agreement both acknowledge and agree that the management of any behavior will be subject to the policies and procedures outlined by **NORTON CHILDREN'S HOSPITAL - ACKERLY** and the treating physician and that management of behaviors in the school setting will be consistent with Jefferson County Public Schools policies and procedures.
10. Determine a mutually agreeable method for dealing with crisis behaviors that may occur in the school setting.
11. Administer all medications required by our residents.
12. 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.
13. Agree to a method for the resolution of disputes or issues not covered by this Agreement.

THE JEFFERSON COUNTY BOARD OF EDUCATION HEREBY AGREES TO the following for NORTON CHILDREN'S HOSPITAL - ACKERLY on-site facility school.


1. Provide educational services for all school-aged facility residents consistent with their educational needs.
2. Notify the facility of staff development activities and offer the opportunity for attendance by facility staff.
3. Attend facility meetings relative to educational services. Provide an educator and/or written summary to participate in treatment team meetings.

4. Notify facility staff of school meetings scheduled relative to the design or review of educational services for individual students.
5. Collaborate with the facility in the design, implementation, and/or revision of behavioral interventions in the school setting and facilitate consistent application if such interventions for residential purposes are appropriate. All behavior management shall be consistent with Jefferson County Public Schools policies and procedures.
6. Cooperate with facility staff in the development and application of a mutually agreed-upon method for dealing with crisis behaviors consistent with Norton and Jefferson County Public School policies and procedures.
7. Develop and maintain an ongoing system of communication with the facility on a schedule that is appropriate to the needs of each student.
8. Notify the facility of an incident occurring at school of a disciplinary nature or otherwise likely to affect student behavior upon returning to the facility.
9. 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 Plans (IEPs).
10. Notify the facility of any identified medical, mental health, or hygiene condition a student manifests.
11. Provide instructional goals and objectives for the education of State Agency Children as required by the KECSAC Memorandum of Agreement.
12. Agree to a method of resolution of disputes or issues not covered by this Agreement.
13. Assure that Jefferson County Public Schools staff assigned to Norton Children's Hospital - Ackerly abide by all applicable Norton Children's Hospital - Ackerly policies and practice universal precautions.

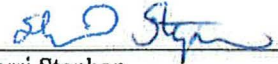
STUDENTS WHO RESIDE IN THE FACILITY AND ATTEND REGULAR JEFFERSON COUNTY SCHOOLS WILL BE SUBJECT TO AND ABIDE BY REGULAR JEFFERSON COUNTY PUBLIC SCHOOLS POLICIES AND PROCEDURES.

Commitment to the points in this Agreement signifies each agency's efforts toward a professional collaboration for the provision of quality residential and educational services to each school-age individual for which we share responsibility.


The Agreement shall be in effect from July 1, 2025 through June 30, 2026

 10/17/25

Denille Johnson, Principal Date
JCPS State Agency Children's Programs

 10-17-25

Sherri Stephan Date
Director, Clinical Effectiveness and Care Management
NORTON CHILDREN'S HOSPITAL - ACKERLY

 10-17-25

Diane Scardino Date
Chief Administrative Officer
NORTON CHILDREN'S HOSPITAL - ACKERLY

Dr. Brian H. Yearwood, Superintendent Date
Jefferson County Public Schools

STATE AGENCY CHILDREN INTERAGENCY AGREEMENT
Between the
JEFFERSON COUNTY BOARD OF EDUCATION and FATHER MALONEY'S BOYS AND
GIRLS HAVEN, INC.

Pursuant to Legislation, BOYS AND GIRLS HAVEN and the Department for Community Based Services in the Kentucky Cabinet for Health and Family Services have entered into a Private Child Care Agreement (the "PCCA") under which the BOYS AND GIRLS HAVEN has contracted with the Commonwealth of Kentucky to provide residential services to State Agency Children ("SAC") at the BOYS AND GIRLS HAVEN facilities in Jefferson County for the period from July 1, 2025 to June 30, 2026. These residential services are outlined in the PCCA and include, among other requirements, providing adequate food, shelter, clothing, incidental expenses, affection, training, recreation, education, services that are consistent with their ethnic and cultural background, and opportunities for religious, spiritual, or ethical development in the faith of the child's choice, if any.

Pursuant to the Regulations, KECSAC and Jefferson County Public Schools ("JCPS") have entered into a Memorandum of Agreement dated as of July 1, 2025 (the "KECSAC MOA") which forms the basis for the operation and distribution of SAC funds for the delivery of educational services by JCPS to SAC residing in Jefferson County during the state Fiscal Year 2025 (July 1, 2025-June 30, 2026).

The Regulations and the KECSAC MOA provide that JCPS shall develop an interagency agreement, including program goals and objectives, between JCPS and each provider of residential services to SAC in Jefferson County regarding their mutual responsibility for education and care of SAC.

This Agreement is intended by JCPS and BOYS AND GIRLS HAVEN to form the basis for a cooperative relationship between BOYS AND GIRLS HAVEN as providers of residential services to SAC in Jefferson County and JCPS as the agency responsible for the provision of educational services to the SAC residing within Jefferson County at the BOYS AND GIRLS HAVEN facility.

It is the mutual goal and intention of BOYS AND GIRLS HAVEN and JCPS to maintain the needs of each child or youth residing at the BOYS AND GIRLS HAVEN facility as the priority in fulfilling this Agreement. This Agreement is intended to foster the provision of coordinated and high quality educational and residential services to the SAC residing at BOYS AND GIRLS HAVEN. It is not meant as a way to inhibit either JCPS or BOYS AND GIRLS HAVEN in meeting their respective goals, but rather to foster a collaborative approach to services on the part of both

JCPS and BOYS AND GIRLS HAVEN. The content of this Agreement is intended to be mutually beneficial to both parties while meeting the educational needs of SAC.

Pursuant to Regulations, if a conflict arises between the local agencies (in this case BOYS AND GIRLS HAVEN and JCPS) regarding the development or fulfillment of the interagency agreement by either party, it shall be RESOLVED by KECSAC

Pursuant to Regulations, if a dispute arises between KECSAC and a local school district that cannot be resolved by the parties, the dispute shall be submitted, for resolution, to the interagency advisory group by written request of either party. The request shall identify in detail the issue in dispute. The interagency advisory group shall schedule a meeting with the parties, during which each party shall explain its position. The interagency advisory group shall render a written report and recommendation to the commissioner of the department responsible for the program in dispute within fifteen (15) days of the meeting. The commissioner shall render a written decision resolving the dispute within fifteen (15) days of receiving the recommendation from the interagency advisory group.

AGREEMENTS

1. **Duties of JCPS.** JCPS agrees to provide the following services and take the following actions:
 - A. Provide educational services with staffing determined appropriate by JCPS at BOYS AND GIRLS HAVEN's facility for all school-aged residents of BOYS AND GIRLS HAVEN's facility who are not enrolled in a regular Jefferson County school, consistent with the students' educational needs, the Individual Educational Plan (IEP) of any student, and federal and state law. JCPS, acting as the educational agency, shall review the staffing levels of the educational program and provide appropriate staff to meet the educational needs of SAC. The staffing assessment should be consistent with assessments used to determine appropriate staffing levels at other JCPS facilities. This may include teaching staff, teacher's aides, behavioral specialists; other JCPS employees or JCPS contracted employees necessary to meet the educational needs of the SAC at BOYS AND GIRLS HAVEN while providing a safe educational environment.
 - B. Provide professional development training for JCPS staff in a consistent manner as other JCPS employees and collaborate with BOYS AND GIRLS HAVEN staff to coordinate professional development programs where both parties may benefit from participating together. This may include collaborative behavior

management training, professional learning communities, or other models as part of the professional growth plan of JCPS staff.

- C. Provide a curriculum that is aligned with the Kentucky Core Academic Standards established in 704 KAR 3:303, and the student learning goals in the ILP, as established in 704 KAR 19:002.
- D. Provide that SAC residing at BOYS AND GIRLS HAVEN shall be eligible to access extracurricular activities as allowed by local district and/or school council policies and by 702 KAR 7:065 or other applicable organization rules, as established in 704 KAR 19:002.
- E. Monitor, in conjunction with BOYS AND GIRLS HAVEN staff, the cafeteria in BOYS AND GIRLS HAVEN's facility during school hours.
- F. Collaborate with BOYS AND GIRLS HAVEN to determine future location of educational services for SAC residing at BOYS AND GIRLS HAVEN. The mutually beneficial relationship of providing educational services onsite at BOYS AND GIRLS HAVEN should be reviewed annually to determine the appropriate location for educational services. The best interest of the SAC and the partnering agencies should be a driving force for this ongoing collaborative partnership.
- G. Notify BOYS AND GIRLS HAVEN of JCPS staff development activities relative to the educational services provided by JCPS under this Agreement and offer the opportunity for attendance by BOYS AND GIRLS HAVEN staff.
- H. Attend BOYS AND GIRLS HAVEN meetings, during the regularly scheduled school day, relative to the educational services provided by JCPS under this Agreement and provide a JCPS staff person and/or a written summary of educational services for each treatment team meeting.
- I. Notify BOYS AND GIRLS HAVEN staff of JCPS meetings scheduled relative to the design or review of JCPS educational services for individual students under this Agreement.
- J. Collaborate with BOYS AND GIRLS HAVEN in the design, implementation and/or revision of behavioral interventions in the educational program setting consistent with JCPS policies and procedures and facilitate the consistent

application of such interventions at BOYS AND GIRLS HAVEN's facility if such interventions are appropriate for use in BOYS AND GIRLS HAVEN's facility and are consistent with JCPS policies and procedures.

- K. Collaborate with BOYS AND GIRLS HAVEN to mutually develop, agree, and implement a plan for addressing students in crisis behaviors that may occur in the school setting at BOYS AND GIRLS HAVEN facility consistent with JCPS policies and procedures; this shall include the supervision of residents/students by both BOYS AND GIRLS HAVEN and JCPS.
- L. Develop and maintain an ongoing system of communication with BOYS AND GIRLS HAVEN on a schedule that is appropriate to the educational needs of each resident of BOYS AND GIRLS HAVEN's facility.
- M. Notify BOYS AND GIRLS HAVEN of any incident involving a resident of BOYS AND GIRLS HAVEN' S facility occurring in the educational program setting of a disciplinary nature or otherwise likely to affect the resident's behavior upon returning to the residential setting in BOYS AND GIRLS HAVEN's facility.
- N. Assure that any resident of BOYS AND GIRLS HAVEN's facility suspected of having an educational disability will be referred, evaluated, and if appropriate, provided special education services in accordance with state and federal requirements, JCPS procedures and an IEP. All evaluations will be completed as soon as practicable after a SAC is admitted to BOYS AND GIRLS HAVEN's facility and shall be consistently managed with other JCPS educational disability referrals (i.e. if evaluated, SAC will be referred, evaluated, and if appropriate, provided special education services in a timely manner when compared to non-SAC students in JCPS).
- O. Notify BOYS AND GIRLS HAVEN of any suspected medical, mental health, or hygiene condition a resident of BOYS AND GIRLS HAVEN's facility manifests to JCPS staff.
- P. Develop a process, in collaboration with BOYS AND GIRLS HAVEN, and initiated through the JCPS site administrator, to address the placement planning for BOYS AND GIRLS HAVEN students to attend a non-SAC JCPS school. The Exceptional Child Education ("ECE") policies and procedures of JCPS will be followed for all special education students. JCPS will invite appropriate BOYS AND GIRLS HAVEN

staff to attend student placement meetings. School placement decisions will be made by the appropriate special education committee for special education students or JCPS staff for students who are not special education students.

- Q. Should a student at BOYS AND GIRLS HAVEN, upon recommendation of JCPS staff, be transitioned to a non-SAC educational program, JCPS will coordinate with BOYS AND GIRLS HAVEN to determine appropriate transportation services.
 - R. Provide JCPS staff with the appropriate and applicable Behavioral Management and Safe Crisis Management requirements of the Kentucky Department of Education, 704 KAR 7:160.
 - S. Provide instructional goals and objectives for the education of SAC as required by the KECSAC Memorandum of Agreement.
 - T. Agree to one or more methods of resolution by the parties of disputes or issues not covered by this Agreement, either formal or informal, e.g., meetings, telephone conferences, letters, mediation, and/or email communication.
2. **Duties of BOYS AND GIRLS HAVEN.** The BOYS AND GIRLS HAVEN agree to provide the following services and take the following actions:
- A. Provide residential treatment services as set forth in the PCCA between BOYS AND GIRLS HAVEN and the Cabinet for Health and Family Services.
 - B. Provide appropriate educational facilities on campus which are suitable for educational endeavors and conducive to providing a safe learning environment.
 - C. Provide crisis stabilization during the school day when required to ensure the safety and security of residents of BOYS AND GIRLS HAVEN.
 - D. Administer medications pursuant to the PCAA for children in the care of BOYS AND GIRLS HAVEN to ensure a safe and secure educational setting for residents of BOYS AND GIRLS HAVEN. PCCA 1 (dd) (iii), notes that BOYS AND GIRLS HAVEN will “give children all medications that have been prescribed by a physician in the amounts and at the times directed by the physician. Ensure that adequate supplies of medications and/or prescriptions go with children upon discharge.

The Agency shall have written policies and procedures regarding proper medication administration, storage, and disposal. Medication administration and disposal shall be documented in each child's medical file."

- E. Provide breakfast and lunch for all students at BOYS AND GIRLS HAVEN through the federal USDA National School Lunch Residential Child Care Institution program, of which BOYS AND GIRLS HAVEN is already a participating member receiving reimbursement for breakfast, lunch and snacks. BOYS AND GIRLS HAVEN will continue participating in the program, as long as federal guidelines allow. JCPS, according to the Kentucky Department of Education state school lunch coordinating office, is not presently permitted to seek reimbursement for nutritional services provided at non-JCPS owned facilities.
- F. Collaborate with JCPS to determine future location of educational services for SAC residing at BOYS AND GIRLS HAVEN. The mutually beneficial relationship of providing educational services onsite at BOYS AND GIRLS HAVEN should be reviewed annually to determine the appropriate location for educational services. The best interest of the SAC and the partnering agencies should be a driving force for this ongoing collaborative partnership.
- G. Collaborate with JCPS in the design, implementation and/or revision of behavioral interventions in the educational program setting and facilitate the consistent application of such interventions at BOYS AND GIRLS HAVEN's facility if such interventions are appropriate for use in BOYS AND GIRLS HAVEN's facility.
- H. Collaborate with JCPS to mutually develop, agree and implement a plan for addressing students in crisis behaviors that may occur in the school setting at BOYS AND GIRLS HAVEN facility; this shall include the supervision of residents/students by both BOYS AND GIRLS HAVEN and JCPS.
- I. Notify JCPS of any incident involving a resident of BOYS AND GIRLS HAVEN's facility occurring in the residential program setting of a disciplinary nature or otherwise likely to affect the resident's behavior upon returning to the educational setting in BOYS AND GIRLS HAVEN's facility. In order to protect the confidentiality rights of residents, the specifics of the incident might not be communicated.

- J. The PCCA for BOYS AND GIRLS HAVEN notes that BOYS AND GIRLS HAVEN shall provide transportation regarding routine daily care including school within a forty (40) mile radius (up to eighty [80] miles round trip) of the placement location (PCCA 2(e) (i)).
- K. Notify JCPS of any recommendation for a BOYS AND GIRLS HAVEN resident to be placed in a traditional, non-SAC public school.
- L. Provide JCPS all pertinent student records and information permitted and available prior to requesting the admittance of the student into the educational program. The educational program staff will be informed of disciplinary actions taken by other school systems as made known to BOYS AND GIRLS HAVEN staff prior to placement, or any other prior activity of the student as made known to BOYS AND GIRLS HAVEN staff which could affect the safety of other JCPS students or JCPS staff. This information will be used by JCPS to arrange for needed services and not to serve as the basis of denial of educational services.
- M. Notify JCPS of regularly scheduled or specially scheduled meetings for case review and offer sufficient notice and opportunity for school staff participation (either in person or in the form of a written report) in relation to educational issues, placement planning conferences and aftercare planning.
- N. Assure JCPS that ongoing communication will be maintained between BOYS AND GIRLS HAVEN staff and JCPS staff assigned to BOYS AND GIRLS HAVEN's facility on a schedule that is mutually determined based on the needs of each student/resident.
- O. Notify JCPS of all staff development sessions, including BOYS AND GIRLS HAVEN trainings, scheduled for BOYS AND GIRLS HAVEN staff pertaining to services for school-aged children or youth and offer the opportunity for JCPS staff to participate.
- P. Inform JCPS staff of and request input into any group or individual behavior interventions or management systems and collaborate in residential implementation of similar methods utilized by JCPS in JCPS schools. All treatment teams will include a member of the JCPS staff.

- Q. Collaborate with JCPS to mutually develop and implement a method for dealing with crisis behaviors that may occur in the educational setting.
- R. Monitor, in conjunction with JCPS staff, the cafeteria in BOYS AND GIRLS HAVEN's facility and ensure that there will be a BOYS AND GIRLS HAVEN staff member capable of implementing the Safe Crisis Management Plan assigned to the school area at all times the school is in session.
- S. Fund the cost of traditional student supplies commonly paid for by parents, including pencils, pens and paper, as well as other items specifically covered by reimbursement through the Cabinet for Health and Family Services.
- T. Assure that each student's health and hygiene will be maintained and notify JCPS of any student's condition which may affect student behavior or performance. Should a student be comparably ill compared to students in non-SAC educational settings whereas that student would be removed from the classroom, BOYS AND GIRLS HAVEN will promptly remove sick children from the educational setting.
- U. Agree to one or more methods of resolution by the parties of disputes or issues not covered by this Agreement, either formal or informal, e.g., meetings, telephone conferences, letters, mediation, and/or email communication.
- V. Agree to notify and advise all residents/students of BOYS AND GIRLS HAVEN's facility that students will follow the JCPS *Student Support and Behavior Intervention Handbook* during the school day.

3. Other Duties and Responsibilities of JCPS and BOYS AND GIRLS HAVEN.

- A. Other Legal and Contractual Obligations. Each party will comply with its obligations under applicable federal and state statutes and regulations and applicable contracts, including without limitation the Statutes and Regulations, the KECSAC MOA and the PCCA.
- B. Parties in Interest; Assignment. All provisions of this Agreement will bind and insure to the benefit of JCPS and BOYS AND GIRLS HAVEN and their respective agents, assigns, successors and personal representatives, whether so expressed or not. Neither party may, however, sell, assign, transfer or otherwise convey

any of its rights or delegate any of its duties under this Agreement to any other person or entity, without the prior written consent of the other party, except to an entity which has succeeded to substantially all of its business and assets and has assumed in writing its obligations under this Agreement, or the entity surviving a consolidation or merger to which it is a party. Any attempted sale, assignment, transfer, conveyance or delegation of duties in violation of this paragraph will be void.

- C. Status of Parties. The Agreement will not be construed to constitute either party as an agent, partner or joint venture of the other party; to authorize or empower either party to assume or create any obligation or responsibility, expressed or implied, on behalf of the other party; or to authorize or empower either party to bind in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of the other party.
- D. Entire Agreement; Amendment; Waiver. This Agreement contains and sets forth the entire understanding and agreement between the parties hereto, as it relates to the subject matter of this Agreement. This Agreement supersedes all existing agreements between them concerning that subject matter, and may be modified or amended only by a written instrument signed by each party. Either party to this Agreement may in writing [i] extend the time for the performance of any obligations of any other party; [ii] waive performance of any obligations by any other party; and [iii] waive the fulfillment of any condition that is precedent to the performance by the party of any of its obligations under this Agreement. No such waiver will be deemed to be continuing or to apply to any other instance or to constitute the waiver of any other term or condition of this Agreement in that or any other instance. The failure of a party to insist upon strict compliance with any provision of this Agreement on one or more occasions will not be considered a waiver and will not prevent that party from insisting upon strict compliance with that provision or any other provision of this Agreement.
- E. Third Party Rights. This Agreement does not create, and will not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- F. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Kentucky, without giving effect to its conflict of laws rules.

- G. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement will not affect the validity, legality, or enforceability of the remaining provisions. If any provision of this Agreement is inapplicable to any person or circumstance, it will nevertheless remain applicable to all other persons and circumstances.
- H. Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will pay all costs, fees and expenses that the party may incur in connection with the negotiation, execution, delivery and performance of this Agreement.
- I. Notwithstanding anything to the contrary in this Agreement, any SAC who resides in BOYS AND GIRLS HAVEN's residential facility but attends classes in any JCPS school building will be subject to and will abide by all JCPS policies and procedures applicable to all other students who attend classes in such building.
- J. Pursuant to Regulations, if a conflict arises between the local agencies regarding the development or fulfillment of the interagency agreement by either party, it shall be RESOLVED by KECSAC.

4. Signatures.

- A. Each individual signing this Agreement represents that he or she has the authority to act on behalf of his or her agency. Referral to KECSAC for resolution hereby negates the approval of the governing body of his or her agency. Further, should either party fail to sign this Agreement, it does not invalidate, make illegal or make the Agreement unenforceable.
- B. Commitment to the provisions in this Agreement signifies each agency's efforts toward a professional collaboration for the provision of quality residential and educational services to each school age child for which both JCPS and BOYS AND GIRLS HAVEN have a shared responsibility.
- C. Signatures below indicate representatives from both JCPS and BOYS AND GIRLS HAVEN have received a copy of the KECSAC Interagency Agreement between said agencies.



10/20/25

Denille Johnson, Principal
JCPS/State Agency Children's Programs

Date



10/20/25

Amanda Masterson, CEO
Boys & Girls Haven

Date

Dr. Brian H. Yearwood, Superintendent
Jefferson County Public Schools

Date

STATE AGENCY CHILDREN INTERAGENCY AGREEMENT
Between the
JEFFERSON COUNTY BOARD OF EDUCATION and HOME OF THE INNOCENTS,
INC.

Pursuant to the Legislation, HOME OF THE INNOCENTS and the Department for Community Based Services in the Kentucky Cabinet for Health and Family Services have entered into a Private Child Care Agreement (the "PCCA") under which the HOME OF THE INNOCENTS has contracted with the Commonwealth of Kentucky to provide residential services to SAC at the HOME OF THE INNOCENTS' facilities in Jefferson County for the period from July 1, 2025 to June 30, 2026. These residential services are outlined in the PCCA and include, among other requirements, providing adequate food, shelter, clothing, incidental expenses, affection, training, recreation, education, services that are consistent with their ethnic and cultural background, and opportunities for religious, spiritual, or ethical development in the faith of the child's choice, if any.

Pursuant to the Regulations, KECSAC and JCPS have entered into a Memorandum of Agreement dated July 1, 2025 (the "KECSAC MOA") which forms the basis for the operation and distribution of SAC funds for the delivery of educational services by JCPS to SAC residing in Jefferson County during the state Fiscal Year 2026 (July 1, 2025 -June 30, 2026).

The Regulations and the KECSAC MOA provide that JCPS shall develop an interagency agreement, including program goals and objectives, between JCPS and each provider of residential services to SAC in Jefferson County regarding their mutual responsibility for education and care of SAC.

This Agreement is intended by JCPS and the HOME OF THE INNOCENTS to form the basis for a cooperative relationship between the HOME OF THE INNOCENTS as providers of residential services to SAC in Jefferson County and JCPS as the agency responsible for the provision of educational services to the SAC residing within Jefferson County at the HOME OF THE INNOCENT'S facility.

It is the mutual goal and intention of HOME OF THE INNOCENTS and JCPS to maintain the needs of each child or youth residing at the HOME OF THE INNOCENTS' facility as the priority in fulfilling this Agreement. This Agreement is intended to foster the provision of coordinated and high-quality educational and residential services to the SAC residing at HOME OF THE INNOCENTS. It is not meant as a way to inhibit either JCPS or HOME OF THE INNOCENTS in meeting their respective goals, but rather to foster a collaborative approach to services on the part of both JCPS and HOME OF THE INNOCENTS. The content of this Agreement is intended to be mutually beneficial to both parties while meeting the educational needs of SAC.

AGREEMENTS

1. **Duties of JCPS.** JCPS agrees to provide the following services and take the following actions:
 - A. Provide educational services with staffing determined appropriate by JCPS at HOME OF THE INNOCENTS' facility for all school-aged residents of HOME OF THE INNOCENTS' facility who are not enrolled in a regular Jefferson County school, consistent with the student's educational needs, the Individual Educational Plan (IEP) of any student, and federal and state law. JCPS, acting as the educational agency, shall review the staffing levels of the educational program and provide appropriate staff to meet the educational needs of SAC. The staffing assessment should be consistent with assessments used to determine appropriate staffing levels at other JCPS facilities. This may include teaching staff, teacher's aides, school resource officers, behavioral specialists, other JCPS employees, or JCPS contracted employees necessary to meet the educational needs of the SAC at HOME OF THE INNOCENTS while providing a safe educational environment.
 - B. Provide professional development training for JCPS staff in a consistent manner as other JCPS employees and collaborate with HOME OF THE INNOCENTS' staff to coordinate professional development programs where both parties may benefit from participating together. This may include collaborative behavior management training, professional learning communities, or other models as part of the professional growth plan of JCPS staff.
 - C. Provide a curriculum that is aligned with the Kentucky Core Academic Standards established in 704 KAR 3:303, and the student learning goals in the ILP, as established in 704 KAR 19:002.
 - D. Provide that SAC residing at HOME OF THE INNOCENTS shall be eligible to access extracurricular activities as allowed by local district and/or school council policies and by 702 KAR 7:065 or other applicable organization rules, as established in 704 KAR 19:002.
 - E. JCPS staff will escort students to and from the cafeteria at lunchtime.
 - F. Provide staff to assist HOME OF THE INNOCENTS' staff in student recreational breaks at HOME OF THE INNOCENTS' facility during the school day.

- G. Collaborate with HOME OF THE INNOCENTS to determine future location of educational services for SAC residing at HOME OF THE INNOCENTS. The mutually beneficial relationship of providing educational services onsite at HOME OF THE INNOCENTS should be reviewed annually to determine the appropriate location for educational services. The best interest of the SAC and the partnering agencies should be a driving force for this ongoing collaborative partnership.
- H. Notify HOME OF THE INNOCENTS of JCPS staff development activities relative to the educational services provided by JCPS under this Agreement and offer the opportunity for attendance by HOME OF THE INNOCENTS' staff.
- I. Attend HOME OF THE INNOCENTS' meetings, during the regularly scheduled school day, relative to the educational services provided by JCPS under this Agreement and provide a JCPS staff person and/or a written summary of educational services for each treatment team meeting.
- J. Notify HOME OF THE INNOCENTS' staff of JCPS meetings scheduled relative to the design or review of JCPS educational services for individual students under this Agreement.
- K. Collaborate with HOME OF THE INNOCENTS in the design, implementation and/or revision of behavioral interventions in the educational program setting consistent with Jefferson County Public School policy and procedures and facilitate the consistent application of such interventions at HOME OF THE INNOCENTS' facility consistent with Jefferson County Public School policy and procedures.
- L. Collaborate with HOME OF THE INNOCENTS to mutually develop, agree and implement a plan for addressing students in crisis behaviors consistent with Jefferson County Public School policy and procedures that may occur in the school setting at HOME OF THE INNOCENTS facility; this shall include the supervision of residents/students by both HOME OF THE INNOCENTS and JCPS.
- M. Develop and maintain an ongoing system of communication with HOME OF THE INNOCENTS on a schedule that is appropriate to the educational needs of each resident of HOME OF THE INNOCENTS' facility.
- N. Notify HOME OF THE INNOCENTS of any incident involving a resident of HOME OF THE INNOCENTS's facility occurring in the educational program setting of a

disciplinary nature or otherwise likely to affect the resident's behavior upon returning to the residential setting in HOME OF THE INNOCENTS' facility.

- O. Assure that any resident of HOME OF THE INNOCENTS' facility suspected of having an educational disability will be referred, evaluated, and if appropriate, provided special education services in accordance with state and federal requirements, JCPS procedures and an IEP. All evaluations will be completed as soon as practicable after a SAC is admitted to HOME OF THE INNOCENTS' facility and shall be consistently managed with other JCPS educational disability referrals (i.e. if evaluated, SAC will be referred, evaluated, and if appropriate, provided special education services in a timely manner when compared to non-SAC students in JCPS).
- P. Notify HOME OF THE INNOCENTS of any suspected medical, mental health, or hygiene condition a resident of HOME OF THE INNOCENTS' facility manifests to JCPS staff.
- Q. Develop a process, in collaboration with HOME OF THE INNOCENTS, and initiated through the JCPS site administrator, to address the placement planning for HOME OF THE INNOCENTS students to attend regular JCPS schools. The Exceptional Child Education ("ECE") policies and procedures of JCPS will be followed for all special education students. JCPS will invite appropriate HOME OF THE INNOCENTS' staff to attend student placement meetings. School placement decisions will be made by the appropriate special education committee for special education students or JCPS staff for students who are not special education students.
- R. Ensure that 2-4 JCPS staff members are trained with the appropriate and applicable Behavioral Management and Safe Crisis Management requirements of the Kentucky Department of Education, 704 KAR 7:160.
- S. Provide instructional goals and objectives for the education of SAC as required by the KECSAC Memorandum of Agreement.
- T. Agree to one or more methods of resolution by the parties of disputes or issues not covered by this Agreement, either formal or informal, e.g., meetings, telephone conferences, letters, mediation, and/or email communication.

2. **Duties of HOME OF THE INNOCENTS.** HOME OF THE INNOCENTS agrees to provide the following services and take the following actions:
- A. Provide residential treatment services as set forth in the PCCA between HOME OF THE INNOCENTS and the Cabinet for Health and Family Services.
 - B. Provide appropriate educational facilities on campus which are suitable for educational endeavors and conducive to providing a safe learning environment.
 - C. Provide crisis stabilization during the school day when required to ensure the safety and security of residents of HOME OF THE INNOCENTS.
 - D. Administer medications pursuant to the PCAA for children in the care of HOME OF THE INNOCENTS to ensure a safe and secure educational setting for residents of HOME OF THE INNOCENTS. PCCA 1 (dd) (iii) notes that HOME OF THE INNOCENTS will “give children all medications that have been prescribed by a physician in the amounts and at the times directed by the physician. Ensure that adequate supplies of medications and/or prescriptions go with children upon discharge. The Agency shall have written policies and procedures regarding proper medication administration, storage, and disposal. Medication administration and disposal shall be documented in each child’s medical file.”
 - E. Provide breakfast and lunch for all students at HOME OF THE INNOCENTS through the federal USDA National School Lunch Residential Child Care Institution program, of which HOME OF THE INNOCENTS is already a participating member receiving reimbursement for breakfast, lunch, and snacks. HOME OF THE INNOCENTS will continue participating in the program, as long as federal guidelines allow. JCPS, according to the Kentucky Department of Education state school lunch coordinating office, is not presently permitted to seek reimbursement for nutritional services provided at non-JCPS-owned facilities.
 - F. Collaborate with JCPS to determine the future location of educational services for SAC residing at HOME OF THE INNOCENTS. The mutually beneficial relationship of providing educational services onsite at HOME OF THE INNOCENTS should be reviewed annually to determine the appropriate location for educational services. The best interest of the SAC and the partnering agencies should be a driving force for this ongoing collaborative partnership.

- G. Collaborate with JCPS in the design, implementation, and/or revision of behavioral interventions in the educational program setting and facilitate the consistent application of such interventions at HOME OF THE INNOCENTS' facility if such interventions are appropriate for use in HOME OF THE INNOCENTS' facility.
- H. Collaborate with JCPS to mutually develop, agree, and implement a plan for addressing students in crisis behaviors that may occur in the school setting at HOME OF THE INNOCENTS facility; this shall include the supervision of residents/students by both HOME OF THE INNOCENTS and JCPS.
- I. Notify JCPS of any incident involving a resident of HOME OF THE INNOCENTS' facility occurring in the residential program setting of a disciplinary nature or otherwise likely to affect the resident's behavior upon returning to the educational setting in HOME OF THE INNOCENTS' facility. In order to protect the confidentiality rights of residents, the specifics of the incident might not be communicated.
- J. Notify JCPS of any recommendation for a HOME OF THE INNOCENTS' resident to be placed in a traditional, non-SAC public school.
- K. Provide JCPS with all pertinent student records and information permitted and available prior to requesting the admittance of the student into the educational program. The educational program staff will be informed of disciplinary actions taken by other school systems as made known to HOME OF THE INNOCENTS' staff prior to placement, or any other prior activity of the student as made known to HOME OF THE INNOCENTS' staff which could affect the safety of other JCPS students or JCPS staff. This information will be used by JCPS to arrange for needed services and not to serve as the basis for denial of educational services.
- L. Notify JCPS of regularly scheduled or specially scheduled meetings for case review and offer sufficient notice and opportunity for school staff participation (either in person or in the form of a written report) in relation to educational issues, placement planning conferences, and aftercare planning.
- M. Assure JCPS that ongoing communication will be maintained between HOME OF THE INNOCENTS staff and JCPS staff assigned to HOME OF THE INNOCENTS'

facility on a schedule that is mutually determined based on the needs of each student/resident.

- N. Notify JCPS of all staff development sessions, including HOME OF THE INNOCENTS' training, scheduled for HOME OF THE INNOCENTS' staff pertaining to services for school-aged children or youth and offer the opportunity for JCPS staff to participate.
- O. Inform JCPS staff of and request input into any group or individual behavior interventions or management systems and collaborate in residential implementation of similar methods utilized by JCPS in JCPS schools. All treatment teams will include a member of the JCPS staff.
- P. Collaborate with JCPS to mutually develop and implement a method for dealing with crisis behaviors that may occur in the educational setting.
- Q. Provide HOME OF THE INNOCENTS' staff to assist in monitoring and supervising students within the school setting, including but not limited to:
 - a. Provide staff to supervise and de-escalate student behaviors and return students to the classroom.
 - b. Monitor the cafeteria in HOME OF THE INNOCENTS' facility.
- R. Assure that each student's health and hygiene will be maintained and notify JCPS of any student's condition which may affect student behavior or performance. Should a student be comparably ill compared to students in non-SAC educational settings whereas that student would be removed from the classroom, HOME OF THE INNOCENTS will promptly remove sick children from the educational setting.
- S. Agree to one or more methods of resolution by the parties of disputes or issues not covered by this Agreement, either formal or informal, e.g., meetings, telephone conferences, letters, mediation, and/or email communication.
- T. Agree to notify and advise all residents/students of HOME OF THE INNOCENTS' facility that students will follow the JCPS *Student Support and Behavior Intervention Handbook* during the school day.

3. Other Duties and Responsibilities of JCPS and HOME OF THE INNOCENTS.


- A. Other Legal and Contractual Obligations. Each party will comply with its obligations under applicable federal and state statutes and regulations and applicable contracts, including without limitation the Legislation, the Regulations, the KECSAC MOA and the PCCA.
- B. Term of this Agreement. This Agreement shall be effective July 1, 2024 and shall remain in effect until June 30, 2025. Pursuant to Regulations, this Agreement shall be reviewed annually by JCPS and HOME OF THE INNOCENTS for any needed amendments.
- C. Parties in Interest; Assignment. All provisions of this Agreement will bind and insure to the benefit of JCPS and HOME OF THE INNOCENTS and their respective agents, assigns, successors and personal representatives, whether so expressed or not. Neither party may, however, sell, assign, transfer or otherwise convey any of its rights or delegate any of its duties under this Agreement to any other person or entity, without the prior written consent of the other party, except to an entity which has succeeded to substantially all of its business and assets and has assumed in writing its obligations under this Agreement, or the entity surviving a consolidation or merger to which it is a party. Any attempted sale, assignment, transfer, conveyance or delegation of duties in violation of this paragraph will be void.
- D. Status of Parties. The Agreement will not be construed to constitute either party as an agent, partner or joint venture of the other party; to authorize or empower either party to assume or create any obligation or responsibility, express or implied, on behalf of the other party; or to authorize or empower either party to bind in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of the other party.
- E. Entire Agreement; Amendment; Waiver. This Agreement contains and sets forth the entire understanding and agreement between the parties hereto, as it relates to the subject matter of this Agreement. This Agreement supersedes all existing agreements between them concerning that subject matter, and may be modified or amended only by a written instrument signed by each party. Either party to this Agreement may in writing [i] extend the time for the performance of any obligations of any other party; [ii] waive performance of any obligations by any other party; and [iii] waive the fulfillment of any condition that is precedent to the performance by the party of any of its obligations under this Agreement. No such waiver will be deemed to be continuing or to apply to any

other instance or to constitute the waiver of any other term or condition of this Agreement in that or any other instance. The failure of a party to insist upon strict compliance with any provision of this Agreement on one or more occasions will not be considered a waiver and will not prevent that party from insisting upon strict compliance with that provision or any other provision of this Agreement.

- F. Third Party Rights. This Agreement does not create, and will not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- G. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Kentucky, without giving effect to its conflict of laws rules.
- H. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement will not affect the validity, legality or enforceability of the remaining provisions. If any provision of this Agreement is inapplicable to any person or circumstance, it will nevertheless remain applicable to all other persons and circumstances.
- I. Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will pay all costs, fees and expenses that the party may incur in connection with the negotiation, execution, delivery and performance of this Agreement.
- J. Notwithstanding anything to the contrary in this Agreement, any SAC who resides in HOME OF THE INNOCENTS' residential facility but attends classes in any JCPS school building will be subject to and will abide by all JCPS policies and procedures applicable to all other students who attend classes in such building.

4. Signatures

- A. Each individual signing this Agreement represents that he or she has the authority to act on behalf of his or her agency.
- B. Commitment to the provisions in this Agreement signifies each agency's efforts toward a professional collaboration for the provision of quality residential and educational services to each school age child for which both JCPS and HOME OF THE INNOCENTS have a shared responsibility.
- C. Signatures below indicate representatives from both JCPS and HOME OF THE INNOCENTS have received a copy of the Interagency Agreement between said agencies.



Denille Johnson, Principal
JCPS/State Agency Children's Programs

10/16/25

Date



Paul Robinson, Chief Executive Officer
HOME OF THE INNOCENTS

10/16/2025

Date

Dr. Brian H. Yearwood, Superintendent
Jefferson County Public Schools

Date

STATE AGENCY CHILDREN INTERAGENCY AGREEMENT
Between the
JEFFERSON COUNTY BOARD OF EDUCATION and MARY JO AND WILLIAM
MACDONALD MARYHURST ACADEMY

Pursuant to the Legislation, MARYHURST and the Department for Community Based Services in the Kentucky Cabinet for Health and Family Services have entered into a Private Child Care Agreement (the "PCCA") under which the MARYHURST has contracted with the Commonwealth of Kentucky to provide residential services to State Agency Children ("SAC") at the MARYHURST facilities in Jefferson County for the period from July 1, 2025 to June 30, 2026. These residential services are outlined in the PCCA and include, among other requirements, providing adequate food, shelter, clothing, incidental expenses, affection, training, recreation, education, services that are consistent with their ethnic and cultural background, and opportunities for religious, spiritual, or ethical development in the faith of the child's choice, if any.

Pursuant to the Regulations, KECSAC and Jefferson County Public Schools ("JCPS") have entered into a Memorandum of Agreement dated as of July 1, 2025 (the "KECSAC MOA") which forms the basis for the operation and distribution of SAC funds for the delivery of educational services by JCPS to SAC residing in Jefferson County during the state Fiscal Year 2026 (July 1, 2025-June 30, 2026).

The Regulations and the KECSAC MOA provide that JCPS shall develop an interagency agreement, including program goals and objectives, between JCPS and each provider of residential services to SAC in Jefferson County regarding their mutual responsibility for education and care of SAC.

This Agreement is intended by JCPS and MARYHURST to form the basis for a cooperative relationship between MARYHURST as providers of residential services to SAC in Jefferson County and JCPS as the agency responsible for the provision of educational services to the SAC residing within Jefferson County at MARYHURST facility.

It is the mutual goal and intention of MARYHURST and JCPS to maintain the needs of each child or youth residing at the MARYHURST facility as the priority in fulfilling this Agreement. This Agreement is intended to foster the provision of coordinated and high quality educational and residential services to the SAC residing at MARYHURST. It is not meant as a way to inhibit either JCPS or MARYHURST in meeting their respective goals, but rather to foster a collaborative approach to services on the part of both JCPS and MARYHURST. The content of

this Agreement is intended to be mutually beneficial to both parties while meeting the educational needs of SAC.

AGREEMENTS

1. **Duties of JCPS.** JCPS agrees to provide the following services and take the following actions:
 - A. Provide educational services with staffing determined appropriate by JCPS at MARYHURST's facility for all school-aged residents of MARYHURST's facility who are not enrolled in a regular Jefferson County school, consistent with the students' educational needs, the Individual Educational Plan (IEP) of any student, and federal and state law. JCPS, acting as the educational agency, shall review the staffing levels of the educational program and provide appropriate staff to meet the educational needs of SAC. The staffing assessment should be consistent with assessments used to determine appropriate staffing levels at other JCPS facilities. This may include teaching staff, teacher's aides, school resource officers, behavioral specialists, other JCPS employees or JCPS contracted employees necessary to meet the educational needs of the SAC at MARYHURST while providing a safe educational environment.
 - B. Provide professional development training for JCPS staff in a consistent manner as other JCPS employees and collaborate with MARYHURST staff to coordinate professional development programs where both parties may benefit from participating together. This may include collaborative behavior management training, professional learning communities, or other models as part of the professional growth plan of JCPS staff.
 - C. Provide a curriculum that is aligned with the Kentucky Core Academic Standards established in 704 KAR 3:303, and the student learning goals in the ILP, as established in 704 KAR 19:002.
 - D. Provide that SAC residing at MARYHURST shall be eligible to access extracurricular activities as allowed by local district and/or school council policies and by 702 KAR 7:065 or other applicable organization rules, as established in 704 KAR 19:002.
 - E. Monitor, in conjunction with MARYHURST staff, the cafeteria in MARYHURST's facility, during school hours.

- F. Provide staff to assist MARYHURST's staff in student recreational breaks at MARYHURST's facility during the school day.
- G. Collaborate with MARYHURST to determine future location of educational services for SAC residing at MARYHURST. The mutually beneficial relationship of providing educational services onsite at MARYHURST should be reviewed annually to determine the appropriate location for educational services. The best interest of the SAC and the partnering agencies should be a driving force for this ongoing collaborative partnership.
- H. Notify MARYHURST of JCPS staff development activities relative to the educational services provided by JCPS under this Agreement and offer the opportunity for attendance by MARYHURST staff.
- I. Attend MARYHURST meetings, during the regularly scheduled school day, relative to the educational services provided by JCPS under this Agreement and provide a JCPS staff person and/or a written summary of educational services for each treatment team meeting.
- J. Notify MARYHURST staff of JCPS meetings scheduled relative to the design or review of JCPS educational services for individual students under this Agreement.
- K. Collaborate with MARYHURST in the design, implementation and/or revision of behavioral interventions in the educational program setting and facilitate the consistent application of such interventions at MARYHURST's facility if such interventions are appropriate for use in MARYHURST's facility.
- L. Collaborate with MARYHURST to mutually develop, agree and implement a plan for addressing students in crisis behaviors that may occur in the school setting at MARYHURST facility; this shall include the supervision of residents/students by both MARYHURST and JCPS, and consistent with JCPS policies and procedures.
- M. Develop and maintain an ongoing system of communication with MARYHURST on a schedule that is appropriate to the educational needs of each resident of MARYHURST's facility.
- N. Notify MARYHURST of any incident involving a resident of MARYHURST'S facility occurring in the educational program setting of a disciplinary nature or

otherwise likely to affect the resident's behavior upon returning to the residential setting in MARYHURST facility.

- O. Assure that any resident of MARYHURST's facility suspected of having an educational disability will be referred, evaluated, and if appropriate, provided special education services in accordance with state and federal requirements, JCPS procedures and an IEP. All evaluations will be completed as soon as practicable after a SAC is admitted to MARYHURST's facility and shall be consistently managed with other JCPS educational disability referrals (i.e. if evaluated, SAC will be referred, evaluated, and if appropriate, provided special education services in a timely manner when compared to non-SAC students in JCPS).
- P. Notify MARYHURST of any suspected medical, mental health, or hygiene condition a resident of MARYHURST's facility manifests to JCPS staff.
- Q. Staff and monitor the Alternative Learning Environment (ALE) Room during the school day for students to receive individual interventions and/or time to complete classroom assignments. MARYHURST has provided adequate facilities for such purpose in the MARYHURST's educational program facilities.
- R. Develop a process, in collaboration with MARYHURST, and initiated through the JCPS site administrator, to address the placement planning for MARYHURST students to attend regular JCPS schools. The Exceptional Child Education ("ECE") policies and procedures of JCPS will be followed for all special education students. JCPS will invite appropriate MARYHURST staff to attend student placement meetings. School placement decisions will be made by the appropriate special education committee for special education students or JCPS staff for students who are not special education students.
- S. Should a student at MARYHURST, upon recommendation of JCPS staff, be transitioned to a non-SAC educational program, JCPS will coordinate with MARYHURST to determine appropriate transportation services.
- T. Provide JCPS staff with the appropriate and applicable Behavioral Management and Safe Crisis Management requirements of the Kentucky Department of Education, 704 KAR 7:160.
- U. Provide instructional goals and objectives for the education of SAC as required by the KECSAC Memorandum of Agreement.

- V. Collaborate to resolve disputes or issues not covered by this Agreement, either formal or informal, e.g., meetings, telephone conferences, letters, mediation, and/or email communication.
2. **Duties of MARYHURST.** MARYHURST agrees to provide the following services and takes the following actions:
- A. Provide residential treatment services as set forth in the PCCA between MARYHURST and the Cabinet for Health and Family Services.
 - B. Provide appropriate educational facilities on campus which are suitable for educational endeavors and conducive to providing a safe learning environment.
 - C. Provide crisis stabilization during the school day when required to ensure the safety and security of residents of MARYHURST.
 - D. Administer medications pursuant to the PCAA for children in the care of MARYHURST to ensure a safe and secure educational setting for residents of MARYHURST. PCCA 1 (dd) (iii), notes that MARYHURST will “give children all medications that have been prescribed by a physician in the amounts and at the times directed by the physician. Ensure that adequate supplies of medications and/or prescriptions go with children upon discharge. The Agency shall have written policies and procedures regarding proper medication administration, storage, and disposal. Medication administration and disposal shall be documented in each child’s medical file.”
 - E. Provide breakfast and lunch for all students at MARYHURST through the federal USDA National School Lunch Residential Child Care Institution program, of which MARYHURST is already a participating member receiving reimbursement for breakfast, lunch and snacks. MARYHURST will continue participating in the program, as long as federal guidelines allow. JCPS, according to the Kentucky Department of Education state school lunch coordinating office, is not presently permitted to seek reimbursement for nutritional services provided at non-JCPS owned facilities.

- F. Collaborate with JCPS to determine the future location of educational services for SAC residing at MARYHURST. The mutually beneficial relationship of providing educational services onsite at MARYHURST should be reviewed annually to determine the appropriate location for educational services. The best interest of the SAC and the partnering agencies should be a driving force for this ongoing collaborative partnership.
- G. Collaborate with JCPS in the design, implementation and/or revision of behavioral interventions in the educational program setting and facilitate the consistent application of such interventions at MARYHURST's facility if such interventions are appropriate for use in MARYHURST's facility.
- H. Collaborate with JCPS to mutually develop, agree, and implement a plan for addressing students in crisis behaviors that may occur in the school setting at MARYHURST facility; this shall include the supervision of residents/students by both MARYHURST and JCPS.
- I. Notify JCPS of any incident involving a resident of MARYHURST's facility occurring in the residential program setting of a disciplinary nature or otherwise likely to affect the resident's behavior upon returning to the educational setting in MARYHURST's facility. In order to protect the confidentiality rights of residents, the specifics of the incident might not be communicated.
- J. Notify JCPS of any recommendation for a MARYHURST resident to be placed in a traditional, non-SAC public school.
- K. Provide JCPS all pertinent student records and information permitted and available prior to requesting the admittance of the student into the educational program. The educational program staff will be informed of disciplinary actions taken by other school systems as made known to MARYHURST staff prior to placement, or any other prior activity of the student as made known to MARYHURST staff which could affect the safety of other JCPS students or JCPS staff. This information will be used by JCPS to arrange for needed services and not to serve as the basis of denial of educational services.
- L. Notify JCPS of regularly scheduled or specially scheduled meetings for case review and offer sufficient notice and opportunity for school staff participation

(either in person or in the form of a written report) in relation to educational issues, placement planning conferences and aftercare planning.

- M. Assure JCPS that ongoing communication will be maintained between MARYHURST staff and JCPS staff assigned to MARYHURST's facility on a schedule that is mutually determined based on the needs of each student/resident.
- N. Notify JCPS of all staff development sessions, including MARYHURST training, scheduled for MARYHURST staff pertaining to services for school-aged children or youth and offer the opportunity for JCPS staff to participate.
- O. Inform JCPS staff of and request input into any group or individual behavior interventions or management systems and collaborate in residential implementation of similar methods utilized by JCPS in JCPS schools. All treatment teams will include a member of the JCPS staff.
- P. Collaborate with JCPS to mutually develop and implement a method for dealing with crisis behaviors that may occur in the educational setting.
- Q. Staff and supervise the Time Out room to deescalate student behaviors and return students to the classroom.
- R. Monitor, in conjunction with JCPS staff, the cafeteria in MARYHURST's facility.
- S. Assure that each student's health and hygiene will be maintained and notify JCPS of any student's condition which may affect student behavior or performance. Should a student be comparably ill compared to students in non-SAC educational settings whereas that student would be removed from the classroom, MARYHURST will promptly remove sick children from the educational setting.
- T. Collaborate to resolve disputes or issues not covered by this Agreement, either formal or informal, e.g., meetings, telephone conferences, letters, mediation, and/or email communication.
- U. Agree to notify and advise all residents/students of MARYHURST's facility that students will follow the JCPS *Student Support and Behavior Intervention Handbook* during the school day.

- V. Provide adequate facilities for the Alternative Learning Environment (ALE) at MARYHURST in order for JCPS to staff and monitor the Alternative Learning Environment (ALE) Room during the school day for students to receive small group instruction when necessary.

3. Other Duties and Responsibilities of JCPS and MARYHURST.

- A. Other Legal and Contractual Obligations. Each party will comply with its obligations under applicable federal and state statutes and regulations and applicable contracts, including without limitation the Legislation, the Regulations, the KECSAC MOA and the PCCA.
- B. Parties in Interest; Assignment. All provisions of this Agreement will bind and inure to the benefit of JCPS and MARYHURST and their respective agents, assigns, successors and personal representatives, whether so expressed or not. Neither party may, however, sell, assign, transfer or otherwise convey any of its rights or delegate any of its duties under this Agreement to any other person or entity, without the prior written consent of the other party, except to an entity which has succeeded to substantially all of its business and assets and has assumed in writing its obligations under this Agreement, or the entity surviving a consolidation or merger to which it is a party. Any attempted sale, assignment, transfer, conveyance or delegation of duties in violation of this paragraph will be void.
- C. Status of Parties. The Agreement will not be construed to constitute either party as an agent, partner or joint venture of the other party; to authorize or empower either party to assume or create any obligation or responsibility, express or implied, on behalf of the other party; or to authorize or empower either party to bind in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of the other party.
- D. Entire Agreement; Amendment; Waiver. This Agreement contains and sets forth the entire understanding and agreement between the parties hereto, as it relates to the subject matter of this Agreement. This Agreement supersedes all existing agreements between them concerning that subject matter, and may be modified or amended only by a written instrument signed by each party. Either party to this Agreement may in writing [i] extend the time for the performance of any obligations of any other party; [ii] waive performance of any obligations

by any other party; and [iii] waive the fulfillment of any condition that is precedent to the performance by the party of any of its obligations under this Agreement. No such waiver will be deemed to be continuing or to apply to any other instance or to constitute the waiver of any other term or condition of this Agreement in that or any other instance. The failure of a party to insist upon strict compliance with any provision of this Agreement on one or more occasions will not be considered a waiver and will not prevent that party from insisting upon strict compliance with that provision or any other provision of this Agreement.

- E. Third Party Rights. This Agreement does not create, and will not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- F. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Kentucky, without giving effect to its conflict of laws rules.
- G. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement will not affect the validity, legality or enforceability of the remaining provisions. If any provision of this Agreement is inapplicable to any person or circumstance, it will nevertheless remain applicable to all other persons and circumstances.
- H. Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will pay all costs, fees and expenses that the party may incur in connection with the negotiation, execution, delivery and performance of this Agreement.
- I. Notwithstanding anything to the contrary in this Agreement, any SAC who resides in MARYHURST's residential facility but attends classes in any JCPS school building will be subject to and will abide by all JCPS policies and procedures applicable to all other students who attend classes in such building.
- J. Pursuant to Regulations, if a conflict arises between the local agencies regarding the development or fulfillment of the interagency agreement by either party, it shall be RESOLVED by KECSAC.

4. Signatures.

- A. Each individual signing this Agreement represents that he or she has the authority to act on behalf of his or her agency. Referral to KECSAC for resolution hereby negates the approval of the governing body of his or her agency. Further, should either party fail to sign this Agreement, it does not invalidate, make illegal or make unenforceable the Agreement.
- B. Commitment to the provisions in this Agreement signifies each agency's efforts toward a professional collaboration for the provision of quality residential and educational services to each school age child for which both JCPS and MARYHURST have a shared responsibility.
- C. Signatures below indicate representatives from both JCPS and MARYHURST have received a copy of the Interagency Agreement between said agencies.



Denille Johnson, Principal
JCPS/State Agency Children's Programs

10/24/25

Date



Paula Garner, President and Chief Executive Officer
Mary Jo and William MacDonald Maryhurst Academy

10/24/25

Date

Dr. Brian H. Underwood, Superintendent
Jefferson County Public Schools

Date

COLLABORATIVE SERVICES AGREEMENT

THIS AGREEMENT is effective the 1st day of July 2025 (the “Effective Date”), by and between **UofL HEALTH, INC.**, a Kentucky not-for-profit corporation d/b/a Peace Hospital (“**PEACE HOSPITAL**”); and **JEFFERSON COUNTY PUBLIC SCHOOLS (“JCPS”)** (each a “**Party**” and sometimes collectively referred to as the “**Parties**”).

WHEREAS, PEACE HOSPITAL is a private, not-for-profit psychiatric hospital providing inpatient and outpatient mental health and substance use disorder treatment services to children and adolescents at a facility located at 2020 Newburg Road, Louisville, Kentucky 40205 (the “Peace Center”); and

WHEREAS, JCPS operates a fully accredited Jefferson County Public School (the “Peace Academy”) on-site at the Peace Center to provide educational services to children and adolescents aged 5 – 21 who are enrolled in elementary, middle or high school and who are patients in a PEACE HOSPITAL outpatient or inpatient treatment program; and

WHEREAS, certain children receiving treatment at PEACE HOSPITAL and educational services at the Peace Academy are in the custody or supervision of the Commonwealth of Kentucky, and are being served in programs funded and/or operated by the Department of Juvenile Justice; the Department for Community Based Services; or the Department for Behavioral Health, Developmental and Intellectual Disabilities (each individually “a State Agency Child” and collectively, the “State Agency Children”); and

WHEREAS, the Parties wish to enter into this Agreement to foster the provision of coordinated and high-quality treatment and educational services to the State Agency Children at PEACE HOSPITAL and the Peace Academy.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Obligations of PEACE HOSPITAL.** As treatment services provider, PEACE HOSPITAL agrees to the following:

1.1 **Medical Treatment; Medication.** PEACE HOSPITAL shall have sole responsibility for all treatment services provided under this Agreement and shall administer all medications required by any State Agency Child. PEACE HOSPITAL shall make its best efforts to ensure that each student’s health, hygiene, and dress are appropriate for school attendance. All treatment teams for State Agency Children shall include attendance or input of a Peace Academy staff member when school is in session.

1.2 **Student Records.** PEACE HOSPITAL shall provide JCPS with pertinent educational records of each State Agency Child, and shall notify JCPS of disciplinary actions taken by other Jefferson County Schools against a State Agency Child within a three (3) year period prior to each State Agency Child’s enrollment in the Peace Academy, to the extent PEACE HOSPITAL has access to such records or information. Any information provided to JCPS by PEACE HOSPITAL under this Section shall be

maintained as confidential by JCPS and shall be used only for the purpose of arranging for educational services, and not as a basis for denial of educational services.

1.3 Communication. To the extent permitted by law and its own policies related to the disclosure of confidential patient information, PEACE HOSPITAL shall communicate with Peace Academy in a timely fashion regarding matters pertinent to the services provided under this Agreement. Such communications shall include, but are not limited to: (a) notice of placement and/or discharge of any State Agency Child with PEACE HOSPITAL; (b) notice of regularly scheduled or specially scheduled meetings for case review; (c) notice and opportunity for Peace Academy staff participation in relation to educational issues, placement planning conferences and aftercare planning; (d) information pertaining to clinical situations that have occurred at PEACE HOSPITAL, to the extent such information has safety implications for Peace Academy staff or other students or may affect a child's behavior in school; (e) notice of staff development sessions, including staff orientation, Joint Commission mandatory in-service training, safe physical management training, and other mandated trainings; and (f) notice of any group or individual behavior interventions or management systems that have implications for the school setting. Peace Hospital shall provide JCPS all pertinent information permitted and available for requesting the admittance and exit of the student into and out of Peace Academy. In the instance that Peace Hospital policies and procedures prohibit Peace Academy staff from access to students virtually and in person, Peace Hospital will notify JCPS of these restrictions in writing and the specific restrictions to be followed.

1.4 Availability of PEACE HOSPITAL Staff. PEACE HOSPITAL shall ensure that a Peace Center staff member is either assigned to the Peace Academy school and/or classroom areas or available as needed at all times when the Peace Academy is in session. At least two staff members will be assigned to the 4Lourdes school area. Peace Hospital will provide a liaison to provide JCPS with information and assistance in the documentation of admittance and exit to and from Peace Academy.

2. Obligations of JCPS. As educational services provider, JCPS agrees as follows:

2.1 Educational Services. JCPS shall provide educational services for all school-aged State Agency Children receiving in-patient treatment services at PEACE HOSPITAL, consistent with each child's individual educational needs.

2.2 Communication. JCPS shall communicate with PEACE HOSPITAL in a timely fashion regarding matters pertinent to the services provided under this Agreement. Such communications shall include, but are not limited to: (a) notice of staff development activities and opportunities for attendance at such activities by PEACE HOSPITAL staff; (b) notice of school meetings and opportunities for attendance at school meetings regarding the design or review of educational services for individual students; (c) notice of any incident occurring in school of a disciplinary nature or otherwise likely to affect student behavior; and (d) notice of any identified medical, mental health, or hygiene condition manifested by any student.

2.3 Evaluation and Referral for Educational Disability. JCPS shall ensure that any student suspected of having an educational disability will be referred, evaluated, and if appropriate, provided special educational services in accordance with state requirements, district procedures, and Individual Educational Programs (“IEPs”).

2.4 Adherence with PEACE HOSPITAL Policies and Procedures. JCPS shall ensure that Peace Academy staff comply with all relevant PEACE HOSPITAL policies and procedures, including but not limited to policies regarding professional dress code. JCPS employee required documentation will be made readily available to PEACE HOSPITAL personnel as requested. This may include background checks, abuse registry, TB tests and other employee documentation. JCPS will follow all PEACE HOSPITAL safety and emergency procedures and guidelines.

2.5 Treatment Team Meetings. Peace Academy shall provide a staff member to attend PEACE HOSPITAL meetings regarding educational services, and shall provide an educator to participate in treatment team meetings and/or Safety Huddle when school is in session.

2.5 Documentation. JCPS shall ensure that Peace Academy staff follow mutually agreed upon methods and schedules for documentation of student progress.

2.6 Removal of Staff. In the event of an allegation of abuse by a Peace Academy staff member, JCPS shall immediately remove that staff member from direct contact with students until an investigation by JCPS and PEACE HOSPITAL is complete.

3. Mutual Obligations. The Parties shall collaborate in the provision of the services hereunder as follows:

3.1 Communication. The Parties agree to regularly communicate about the individual needs of each student, in a manner and on a schedule that is mutually convenient and agreed by the Parties.

3.2 Behavioral and Crisis Interventions. The Parties agree to communicate and collaborate in designing any group or individual behavior interventions or management systems that have implications for the school setting and shall confer and agree on when to exclude students from classes. The Parties will further determine a mutually agreeable method for dealing with crisis situations that may occur in the school setting, consistent with JCPS policies and procedures.

4. Term and Termination.

4.1 Term. Unless terminated earlier as provided herein, the term of this Agreement shall be from the Effective Date, through June 30, 2026 (the “Initial Term”). The Agreement may be extended for additional twelve (12) month periods upon written agreement of the Parties (each a “**Renewal Term**”). The Initial Term and any Renewal Term are herein together referenced as the “**Term**” of this Agreement.

4.2 Termination. Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party. Either Party may terminate this Agreement for cause, in the event of a material breach by the other Party, upon five (5) business days written notice to the other Party. The notified Party shall have five (5) days to cure the cause specified in the notice of termination.

5. Business Associate Assurances. To the extent that JCPS and/or Peace Academy are granted access to any Protected Health Information of any State Agency Child receiving services at PEACE HOSPITAL, JCPS shall execute and adhere to the terms of the form business associate agreement attached to this Agreement as *Exhibit A*, "Business Associate Agreement."
6. No Assignment. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. Any such attempted assignment or delegation of either Party's rights, claims, privileges, duties or obligations under this Agreement shall be null and void.
7. Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to be effective: (a) upon actual delivery; (b) on the second business day following such delivery by facsimile transmission to the telephone number provided by the Party for such purposes; (c) on the fourth business day following deposit with the United States Postal Service, postage prepaid, to the address provided by the Party for such purposes.

If to PEACE HOSPITAL:

Privacy Officer
UofL Health, Inc.
250 E. Liberty, Suite 800
Compliance, Risk & Audit Services
Louisville, KY 40202

Legal
UofL Health, Inc.
530 S. Jackson Street
Louisville, KY 40202

If to JCPS:

Jefferson County Public Schools
3332 Newburg Rd.
P.O. Box 34020
Louisville, Kentucky 40232-4020

8. Independent Contractors. In the performance of duties and obligations under this Agreement, it is understood and agreed that JCPS and Peace Academy and its or their respective employees, if any, are at all times performing as independent contractors. It is expressly agreed that no work, act, commission or omission or JCPS, Peace Academy, or

its or their respective employees, if any, shall be construed to make or render JCPS, Peace Academy, or its or their respective employees, if any, the agent, employee or servant of PEACE HOSPITAL. JCPS shall be solely responsible for its employees' salary, compensation, benefits, payroll taxes, required insurance, workers' compensation insurance, and similar items, and shall indemnify and hold PEACE HOSPITAL harmless from and against all such items, liability, and costs (and attorneys' fees and other costs of defending against the same) arising from any claim by or on behalf of JCPS, any governmental agency, or any other person alleging that JCPS, Peace Academy, or its or their employees, if any, is an employee of PEACE HOSPITAL in connection with providing the services under this Agreement.

9. Miscellaneous.

- 9.1 Headings. The headings of the sections of this Agreement are included for the purposes of convenience only and shall not affect the interpretation of any provision hereof.
- 9.2 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall together constitute the same agreement.
- 9.3 Partial Invalidity. If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.
- 9.4 Authority. Each individual signing this Agreement on behalf of a Party hereby represents and warrants in his or her individual capacity that he or she has full authority to do so on behalf of that Party.
- 9.5 Amendment. This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration, provided that, before any amendment shall become effective, it shall be put in writing and signed by each of the Parties.
- 9.6 Entire Agreement. This Agreement and the exhibit hereto constitute the entire agreement between the Parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements between the Parties with regard to the subject matter described herein. There are no agreements, representations, or warranties between the Parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement. No term or provision of this Agreement may be waived except in writing signed by the party making such waiver. Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive the execution of this Agreement, and shall remain in effect and binding upon the Parties until they have fulfilled all of their obligations hereunder, and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

- 9.7 Liability Insurance. Each party shall maintain general liability insurance coverage, in an amount of coverage of not less than \$1,000,000 for a single claim, and not less than \$3,000,000 for aggregate claims during a twelve (12) month period. Such insurance coverage shall be maintained for (3) years after the termination or expiration of the Agreement or until the longest statute of limitations for liability for negligent acts or omissions committed by either Party expires, whichever is longest.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Collaborative Services Agreement to be effective as of the Effective Date.

UofL HEALTH, INC., d/b/a

PEACE HOSPITAL

Signed by:  7/1/2025
75A692506554418...
Kenneth P. Marshall, Vice President Date

DocuSigned by:  7/11/2025
7FC6CF73EB88416...
Shelly Denham, SVP, Compliance & Audit Services Date

JEFFERSON COUNTY PUBLIC SCHOOLS

Dr. Brian Yearwood, Superintendent Date

STATE AGENCY CHILDREN INTERAGENCY AGREEMENT
between the
JEFFERSON COUNTY BOARD OF EDUCATION and ST. JOSEPH CATHOLIC ORPHAN
SOCIETY

Pursuant to the Legislation, ST. JOSEPH CHILDREN'S HOME and the Department for Community Based Services in the Kentucky Cabinet for Health and Family Services have entered into a Private Child Care Agreement (the "PCCA") under which the ST. JOSEPH CHILDREN'S HOME has contracted with the Commonwealth of Kentucky to provide residential services to State Agency Children (SAC) at the ST. JOSEPH CHILDREN'S HOME facilities in Jefferson County for the period from July 1, 2025 to June 30, 2026. These residential services are outlined in the PCCA and include, among other requirements, providing adequate food, shelter, clothing, incidental expenses, affection, training, recreation, education, services that are consistent with their ethnic and cultural background, and opportunities for religious, spiritual, or ethical development in the faith of the child's choice, if any.

Pursuant to the Regulations, KECSAC and JCPS have entered into a Memorandum of Agreement dated as of July 1, 2025 (the "KECSAC MOA") which forms the basis for the operation and distribution of SAC funds for the delivery of educational services by JCPS to SAC residing in Jefferson County during the state Fiscal Year 2026 (July 1, 2025-June 30, 2026).

The Regulations and the KECSAC MOA provide that JCPS shall develop an interagency agreement, including program goals and objectives, between JCPS and each provider of residential services to SAC in Jefferson County regarding their mutual responsibility for education and care of SAC.

This Agreement is intended by JCPS and ST. JOSEPH CHILDREN'S HOME to form the basis for a cooperative relationship between ST. JOSEPH CHILDREN'S HOME as providers of residential services to SAC in Jefferson County and JCPS as the agency responsible for the provision of educational services to the SAC residing within Jefferson County at the ST. JOSEPH CHILDREN'S HOME facility.

It is the mutual goal and intention of ST. JOSEPH CHILDREN'S HOME and JCPS to maintain the needs of each child or youth residing at the ST. JOSEPH CHILDREN'S HOME facility as the priority in fulfilling this Agreement. This Agreement is intended to foster the provision of coordinated and high quality educational and residential services to the SAC residing at ST. JOSEPH CHILDREN'S HOME. It is not meant as a way to inhibit either JCPS or ST. JOSEPH CHILDREN'S HOME in meeting their respective goals, but rather to foster a collaborative approach to services on the part of both JCPS and ST. JOSEPH CHILDREN'S HOME.

The content of this Agreement is intended to be mutually beneficial to both parties while meeting the educational needs of SAC.

AGREEMENTS

1. **Duties of JCPS.** JCPS agrees to provide the following services and take the following actions:
 - A. Provide educational services with staffing determined appropriate by JCPS at ST. JOSEPH CHILDREN'S HOME's facility for grades K-12 residents of ST. JOSEPH CHILDREN'S HOME's facility who are not enrolled in a regular Jefferson County school, consistent with the students' educational needs, the Individual Educational Plan (IEP) of any student, and federal and state law. JCPS, acting as the educational agency, shall review the staffing levels of the educational program and provide appropriate staff to meet the educational needs of SAC. The staffing assessment should be consistent with assessments used to determine appropriate staffing levels at other JCPS facilities. This may include teaching staff, teacher's aides, school resource officers, behavioral specialists, or other JCPS employees or JCPS contracted employees necessary to meet the educational needs of the SAC at ST. JOSEPH CHILDREN'S HOME while providing a safe educational environment.
 - B. Provide professional development training for JCPS staff in a consistent manner as other JCPS employees and collaborate with ST. JOSEPH CHILDREN'S HOME staff to coordinate professional development programs where both parties may benefit from participating together. This may include collaborative behavior management training, professional learning communities, or other models as part of the professional growth plan of JCPS staff.
 - C. Provide a curriculum that is aligned with the Kentucky Core Academic Standards established in 704 KAR 3:303, and the student learning goals in the ILP, as established in 704 KAR 19:002.
 - D. Provide that SAC residing at ST. JOSEPH CHILDREN'S HOME shall be eligible to access extracurricular activities as allowed by local district and/or school council policies and by 702 KAR 7:065 or other applicable organization rules, as established in 704 KAR 19:002.
 - E. Monitor and supervise, in conjunction with ST. JOSEPH CHILDREN'S HOME staff, the cafeteria in ST. JOSEPH CHILDREN'S HOME's facility, during school hours.

- F. Require JCPS staff assigned to the facility to attend a two-hour Trauma Informed Care training provided by ST. JOSEPH CHILDREN'S HOME.
- G. Collaborate with ST. JOSEPH CHILDREN'S HOME to determine future location of educational services for SAC residing at ST. JOSEPH CHILDREN'S HOME. The mutually beneficial relationship of providing educational services onsite at ST. JOSEPH CHILDREN'S HOME should be reviewed annually to determine the appropriate location for educational services. The best interest of the SAC and the partnering agencies should be a driving force for this ongoing collaborative partnership.
- H. Notify ST. JOSEPH CHILDREN'S HOME of JCPS staff development activities relative to the educational services provided by JCPS under this Agreement and offer the opportunity for attendance by ST. JOSEPH CHILDREN'S HOME staff.
- I. Attend ST. JOSEPH CHILDREN'S HOME meetings, during the regularly scheduled school day, relative to the educational services provided by JCPS under this Agreement and provide a JCPS staff person and/or a written summary of educational services for each treatment team meeting.
- J. Notify ST. JOSEPH CHILDREN'S HOME staff of JCPS meetings scheduled relative to the design or review of JCPS educational services for individual students under this Agreement.
- K. Collaborate with ST. JOSEPH CHILDREN'S HOME in the design, implementation and/or revision of behavioral interventions in the educational program setting consistent with JCPS policies and procedures and facilitate the consistent application of such interventions at ST. JOSEPH CHILDREN'S HOME's facility consistent with JCPS policies and procedures if such interventions are appropriate for use in ST. JOSEPH CHILDREN'S HOME's facility.
- L. Collaborate with ST. JOSEPH CHILDREN'S HOME to mutually develop, agree, and implement a plan for addressing students in crisis behaviors that may occur in the school setting at ST. JOSEPH CHILDREN'S HOME facility; this shall include the supervision of residents/students by both ST. JOSEPH CHILDREN'S HOME and JCPS.
- M. Develop and maintain an ongoing system of communication with ST. JOSEPH CHILDREN'S HOME on a schedule that is appropriate to the educational needs of each resident of ST. JOSEPH CHILDREN'S HOME's facility.

- N. Notify ST. JOSEPH CHILDREN'S HOME of any incident involving a resident of ST. JOSEPH CHILDREN'S HOME facility occurring in the educational program setting of a disciplinary nature or otherwise likely to affect the resident's behavior upon returning to the residential setting in ST. JOSEPH CHILDREN'S HOME's facility.
- O. Assure that any resident of ST. JOSEPH CHILDREN'S HOME's facility suspected of having an educational disability will be referred, evaluated, and if appropriate, provided special education services in accordance with state and federal requirements, JCPS procedures and an IEP. Evaluations will be completed according to state and federal timelines after a SAC is admitted to ST. JOSEPH CHILDREN'S HOME's facility and shall be consistent with other JCPS educational disability referrals (i.e. if evaluated, SAC will be referred, evaluated, and if appropriate, provided special education services in a timely manner when compared to non-SAC students in JCPS).
- P. Notify ST. JOSEPH CHILDREN'S HOME of any suspected medical, mental health, or hygiene condition a resident of ST. JOSEPH CHILDREN'S HOME's facility manifests to JCPS staff.
- Q. Develop a process, in collaboration with ST. JOSEPH CHILDREN'S HOME, and initiated through the JCPS site administrator, to address the placement planning for ST. JOSEPH CHILDREN'S HOME students attending non-SAC JCPS schools. The Exceptional Child Education ("ECE") policies and procedures of JCPS will be followed for all special education students. JCPS will invite appropriate ST. JOSEPH CHILDREN'S HOME staff to attend student placement meetings. School placement decisions will be made by the appropriate special education committee for special education students or JCPS staff for students who are not special education students.
- R. Should a student at ST. JOSEPH CHILDREN'S HOME, upon recommendation of JCPS staff, be transitioned to a non-SAC educational program, the receiving JCPS school will coordinate with ST. JOSEPH CHILDREN'S HOME to determine appropriate transportation services.
- S. Provide JCPS staff with the appropriate and applicable Behavioral Management and Safe Crisis Management requirements of the Kentucky Department of Education, 704 KAR 7:160.

- T. Provide instructional goals and objectives for the education of SAC as required by the KECSAC Memorandum of Agreement.
- U. Agree to one or more methods of resolution by the parties of disputes or issues not covered by this Agreement, either formal or informal, e.g., meetings, telephone conferences, letters, mediation, and/or email communication.
- 2. **Duties of ST. JOSEPH CHILDREN'S HOME.** The ST. JOSEPH CHILDREN'S HOME agree to provide the following services and take the following actions:
 - A. Provide residential treatment services as set forth in the PCCA between ST. JOSEPH CHILDREN'S HOME and the Cabinet for Health and Family Services.
 - B. Provide appropriate educational facilities on campus which are suitable for educational endeavors and conducive to providing a safe learning environment.
 - C. Provide crisis stabilization during the school day when required to ensure the safety and security of residents of ST. JOSEPH CHILDREN'S HOME.
 - D. Administer medications pursuant to the PCAA for children in the care of ST. JOSEPH CHILDREN'S HOME to ensure a safe and secure educational setting for residents of ST. JOSEPH CHILDREN'S HOME. PCCA 1 (dd) (iii), notes that ST. JOSEPH CHILDREN'S HOME will "give children all medications that have been prescribed by a physician in the amounts and at the times directed by the physician. Ensure that adequate supplies of medications and/or prescriptions go with children upon discharge. The Agency shall have written policies and procedures regarding proper medication administration, storage, and disposal. Medication administration and disposal shall be documented in each child's medical file."
 - E. Provide breakfast and lunch for all students at ST. JOSEPH CHILDREN'S HOME. ST. JOSEPH CHILDREN'S HOME may choose to participate in the federal USDA National School Lunch Residential Child Care Institution program. JCPS, according to the Kentucky Department of Education state school lunch coordinating office, is not presently permitted to seek reimbursement for nutritional services provided at non-JCPS owned facilities.
 - F. Collaborate with JCPS to determine future location of educational services for SAC residing at ST. JOSEPH CHILDREN'S HOME. The mutually beneficial relationship of

providing educational services onsite at ST. JOSEPH CHILDREN'S HOME should be reviewed annually to determine the appropriate location for educational services. The best interest of the SAC and the partnering agencies should be a driving force for this ongoing collaborative partnership.

- G. Collaborate with JCPS in the design, implementation and/or revision of behavioral interventions in the educational program setting and facilitate the consistent application of such interventions at ST. JOSEPH CHILDREN'S HOME's facility if such interventions are appropriate for use in ST. JOSEPH CHILDREN'S HOME's facility.
- H. Collaborate with JCPS to mutually develop, agree and implement a plan for addressing students in crisis behaviors that may occur in the school setting at ST. JOSEPH CHILDREN'S HOME facility; this shall include the supervision of residents/students by both ST. JOSEPH CHILDREN'S HOME and JCPS.
- I. Notify JCPS of any incident involving a resident of ST. JOSEPH CHILDREN'S HOME's facility occurring in the residential program setting of a disciplinary nature or otherwise likely to affect the resident's behavior upon returning to the educational setting in ST. JOSEPH CHILDREN'S HOME's facility. In order to protect the confidentiality rights of residents, the specifics of the incident might not be communicated.
- J. Notify JCPS of any recommendation for a ST. JOSEPH CHILDREN'S HOME resident to be placed in a non-SAC public school.
- K. Provide JCPS with all pertinent student records and information permitted and available prior to requesting the admittance of the student into the educational program. The educational program staff will be informed of disciplinary actions taken by other school systems as made known to ST. JOSEPH CHILDREN'S HOME staff prior to placement, or any other prior activity of the student as made known to ST. JOSEPH CHILDREN'S HOME staff which could affect the safety of other JCPS students or JCPS staff. This information will be used by JCPS to arrange for needed services and not to serve as the basis of denial of educational services.
- L. Notify JCPS of regularly scheduled or specially scheduled meetings for case review and offer sufficient notice and opportunity for school staff participation (either in person or in the form of a written report) in relation to educational issues, placement planning conferences and aftercare planning.

- M. Assure JCPS that ongoing communication will be maintained between ST. JOSEPH CHILDREN'S HOME staff and JCPS staff assigned to ST. JOSEPH CHILDREN'S HOME's facility on a schedule that is mutually determined based on the needs of each student/resident.
- N. Notify JCPS of all staff development sessions, including ST. JOSEPH CHILDREN'S HOME training, scheduled for ST. JOSEPH CHILDREN'S HOME staff pertaining to services for school-aged children or youth and offer the opportunity for JCPS staff to participate.
- O. Inform JCPS staff of and request input into any group or individual behavior interventions or management systems and collaborate in residential implementation of similar methods utilized by JCPS in JCPS schools.
- P. Collaborate with JCPS to mutually develop and implement a method for dealing with crisis behaviors that may occur in the educational setting.
- Q. Monitor, in conjunction with JCPS staff, the cafeteria in ST. JOSEPH CHILDREN'S HOME's facility.
- R. Assure that each student's health and hygiene will be maintained and notify JCPS of any student's condition which may affect student behavior or performance. Should a student be comparably ill compared to students in non-SAC educational settings whereas that student would be removed from the classroom, ST. JOSEPH CHILDREN'S HOME will promptly remove sick children from the educational setting.
- S. Agree to one or more methods of resolution by the parties of disputes or issues not covered by this Agreement, either formal or informal, e.g., meetings, telephone conferences, letters, mediation, and/or email communication.
- T. Agree to notify and advise all residents/students of ST. JOSEPH CHILDREN'S HOME's facility that students will follow the JCPS *Student Support and Behavior Intervention Handbook* during the school day.

3. Other Duties and Responsibilities of JCPS and ST. JOSEPH CHILDREN'S HOME.

- A. Other Legal and Contractual Obligations. Each party will comply with its obligations under applicable federal and state statutes and regulations and applicable contracts,

including without limitation the Legislation, the Regulations, the KECSAC MOA and the PCCA.

- B. Parties in Interest; Assignment. All provisions of this Agreement will bind and inure to the benefit of JCPS and ST. JOSEPH CHILDREN'S HOME and their respective agents, assigns, successors and personal representatives, whether so expressed or not. Neither party may, however, sell, assign, transfer or otherwise convey any of its rights or delegate any of its duties under this Agreement to any other person or entity, without the prior written consent of the other party, except to an entity which has succeeded to substantially all of its business and assets and has assumed in writing its obligations under this Agreement, or the entity surviving a consolidation or merger to which it is a party. Any attempted sale, assignment, transfer, conveyance or delegation of duties in violation of this paragraph will be void.
- C. Status of Parties. The Agreement will not be construed to constitute either party as an agent, partner or joint venture of the other party; to authorize or empower either party to assume or create any obligation or responsibility, express or implied, on behalf of the other party; or to authorize or empower either party to bind in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of the other party.
- D. Entire Agreement; Amendment; Waiver. This Agreement contains and sets forth the entire understanding and agreement between the parties hereto, as it related to the subject matter of this Agreement. This Agreement supersedes all existing agreements between them concerning that subject matter and may be modified or amended only by a written instrument signed by each party. Either party to this Agreement may in writing [i] extend the time for the performance of any obligations of any other party; [ii] waive performance of any obligations by any other party; and [iii] waive the fulfillment of any condition that is precedent to the performance by the party of any of its obligations under this Agreement. No such waiver will be deemed to be continuing or to apply to any other instance or to constitute the waiver of any other term or condition of this Agreement in that or any other instance. The failure of a party to insist upon strict compliance with any provision of this Agreement on one or more occasions will not be considered a waiver and will not prevent that party from insisting upon strict compliant with that provision or any other provision of this Agreement.
- E. Third Party Rights. This Agreement does not create, and will not be construed as creating, any rights enforceable by any person not a party to this Agreement.

- F. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Kentucky, without giving effect to its conflict of laws rules.
- G. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement will not affect the validity, legality or enforceability of the remaining provisions. If any provision of this Agreement is inapplicable to any person or circumstance, it will nevertheless remain applicable to all other persons and circumstances.
- H. Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will pay all costs, fees and expenses that the party may incur in connection with the negotiation, execution, delivery and performance of this Agreement.
- I. Notwithstanding anything to the contrary in this Agreement, any SAC who resides in ST. JOSEPH CHILDREN'S HOME's residential facility but attends classes in any JCPS school building will be subject to and will abide by all JCPS policies and procedures applicable to all other students who attend classes in such building.
- J. Pursuant to Regulations, if a conflict arises between the local agencies regarding the development or fulfillment of the interagency agreement by either party, it shall be RESOLVED by KECSAC.

4. Signatures.

- A. Each individual signing this Agreement represents that he or she has the authority to act on behalf of his or her agency. Referral to KECSAC for resolution hereby negates the approval of the governing body of his or her agency. Further, should either party fail to sign this Agreement, it does not invalidate, make illegal or make unenforceable the Agreement.
- B. Commitment to the provisions in this Agreement signifies each agency's efforts toward a professional collaboration for the provision of quality residential and educational services to each school age child for which both JCPS and ST. JOSEPH CHILDREN'S HOME have a shared responsibility.
- C. Signatures below indicate representatives from both JCPS and ST. JOSEPH CHILDREN'S HOME have received a copy of the Interagency Agreement between said agencies.



Denille Johnson, Principal
JCPS/State Agency Children's Programs

10/16/25

Date



Amanda Gehring, Chief Executive Officer
ST. JOSEPH CHILDREN'S HOME

10-16-25

Date

Dr. Brian H. Yearwood, Superintendent
Jefferson County Public Schools

Date

STATE AGENCY CHILDREN
INTERAGENCY
AGREEMENT BETWEEN

JEFFERSON COUNTY BOARD OF EDUCATION AND THE BROOK DUPONT

This agreement is intended to form the basis for a cooperative relationship between **THE BROOK DUPONT** as a provider of residential services and the **JEFFERSON COUNTY BOARD OF EDUCATION** as the agency responsible for provision of school services.

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

THE BROOK DUPONT as the residential services provider in order to meet the intent of this Agreement hereby agrees to:

1. Provide **JEFFERSON COUNTY PUBLIC SCHOOLS (JCPS)** two weeks' notice prior to the placement of a student from **THE BROOK DUPONT** into a regular public school. When this is not possible, the school will be notified the same day that the facility is notified of the placement.
2. Provide **JEFFERSON COUNTY PUBLIC SCHOOLS** all pertinent student records and information permitted and available prior to requesting the admittance of the student. The school will be informed of disciplinary actions taken by other **JEFFERSON COUNTY PUBLIC SCHOOLS** within the last year as made known to the facility prior to placement, or any other activity of the student which would require school preparation to help assure the safety of all concerned. This information is to be used by **JEFFERSON COUNTY PUBLIC SCHOOLS** to arrange for needed services and NOT to serve as the basis for denial of educational services.
3. Notify **JEFFERSON COUNTY PUBLIC SCHOOLS** of regularly scheduled or specially scheduled meetings for case review and offer sufficient notice and opportunity for school staff participation in relation to educational issues, placement planning conferences and aftercare planning.
4. Assure **JEFFERSON COUNTY PUBLIC SCHOOLS** that ongoing communication will be

maintained between **THE BROOK DUPONT** staff and **JEFFERSON COUNTY PUBLIC SCHOOLS** staff of the facility on a schedule that is mutually determined based on the needs of each student.

5. Assure that **THE BROOK DUPONT** staff will be assigned to the school area at all times the school is in operation.
6. If possible, inform school staff when an incident has occurred which may affect a student's performance in school. In order to protect the confidential rights of the residents, the specifics of the incident might not be communicated.
7. Notify **JEFFERSON COUNTY PUBLIC SCHOOLS** of all staff development sessions scheduled for facility staff pertaining to services for school-aged children or youth and offer the opportunity for them to participate. This would include facility trainings.
8. Inform the school staff of and ask for their input into any group or individual behavior interventions or 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.
9. Determine a mutually agreeable method for dealing with crisis behaviors that may occur in the school setting.
10. Administer all medications required by our residents.
11. 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.
12. Agree to maintain classrooms and offices in proper working order so that they are suitable for educational endeavors and conducive to providing a safe learning environment.

THE JEFFERSON COUNTY BOARD OF EDUCATION HEREBY AGREES TO the following for THE BROOK DUPONT'S on-site facility school.

1. Provide educational services for all school-aged facility residents consistent with their educational needs.
2. Notify the facility of staff development activities and offer the opportunity for attendance by facility staff.
3. Attend faculty meetings relative to educational services. Provide an educator and/or written summary to participate in treatment team meetings.
4. Notify facility staff of school meetings scheduled relative to the design or review of educational services for individual students.
5. Collaborate with the facility in design, implementation and/or revision of behavioral interventions in the school setting and facilitate consistent application if such interventions for residential purposes are appropriate.
6. Cooperate with facility staff in the development and application of a mutually agreed-upon method for dealing with crisis behaviors.
7. Develop and maintain an ongoing system of communication with the facility on a schedule that is appropriate to the needs of each student.
8. Notify the facility of an incident occurring at school of a disciplinary nature or otherwise likely to affect student behavior upon returning to the facility.
9. 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).
10. Notify the facility of any identified medical, mental health, or hygiene condition a student manifests.
11. Provide instructional goals and objectives for the education of State Agency Children as required by the KECSAC Memorandum of Agreement.

STUDENTS WHO RESIDE IN THE FACILITY AND ATTEND REGULAR JEFFERSON COUNTY PUBLIC SCHOOLS WILL BE SUBJECT TO AND ABIDE BY REGULAR JEFFERSON COUNTY PUBLIC SCHOOLS POLICIES AND PROCEDURES.

To the extent permitted by law, the parties shall indemnify, defend and hold harmless each other and each other's respective officers, employees and agents from and against all actions, liabilities, claims, damages, suits, liens and judgements arising out of or resulting from the negligent and/or unlawful acts or omissions of the indemnifying party or the indemnifying party's officers, employees, agents or subcontractors, occurring during or in connection with performance under or regarding this Agreement.

Commitment to the points in this Agreement signifies each agency's efforts toward a professional collaboration for provision of quality residential and educational services to each school age individual for which we share responsibility.

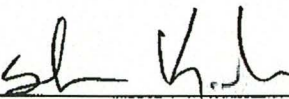
The Agreement shall be in effect for the shorter of one (1) calendar year, July 1, 2025 – June 30, 2026, or until a mutually agreed upon revision is requested by either party.



Denille Johnson, Principal
JCPS State Agency Children's Program

10/16/25

Date



Shane Koch, Chief Executive Officer
The Brook Dupont

10/16/25

Date

Dr. Brian H. Yearwood, Superintendent
Jefferson County Public Schools

Date

**STATE AGENCY CHILDREN
INTERAGENCY AGREEMENT
BETWEEN**

JEFFERSON COUNTY BOARD OF EDUCATION and THE BROOK KMI

This agreement is intended to form the basis for a cooperative relationship between **THE BROOK KMI** as a provider of residential services and the **JEFFERSON COUNTY BOARD OF EDUCATION** as the agency responsible for provision of school services.

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

THE BROOK KMI as the residential services provider in order to meet the intent of this Agreement hereby agrees to:

1. Provide **JEFFERSON COUNTY PUBLIC SCHOOLS (JCPS)** notice prior to the placement of a student from **THE BROOK KMI** into a regular public school. When this is not possible, the school will be notified the same day that the facility is notified of the placement.
2. Provide **JEFFERSON COUNTY PUBLIC SCHOOLS** all pertinent student records and information permitted and available prior to requesting the admittance of the student. The school will be informed of disciplinary actions taken by other **JEFFERSON COUNTY PUBLIC SCHOOLS** within the last year as made known to the facility prior to placement, or any other activity of the student which would require school preparation to help assure the safety of all concerned. This information is to be used by **JEFFERSON COUNTY PUBLIC SCHOOLS** to arrange for needed services and NOT to serve as the basis for denial of educational services.
3. Notify **JEFFERSON COUNTY PUBLIC SCHOOLS** of regularly scheduled or specially scheduled meetings for case review and offer sufficient notice and opportunity for school staff participation in relation to educational issues, placement planning conferences and aftercare planning.
4. Assure **JEFFERSON COUNTY PUBLIC SCHOOLS** that ongoing communication will be maintained between **THE BROOK KMI** staff and **JCPS** staff of the facility on a schedule that is mutually determined based on the needs of each student.
5. Assure that **THE BROOK - KMI** staff will be assigned to the school area at all times the school is in operation.

6. Inform school staff when an incident has occurred which may affect a student's performance in school. In order to protect the confidential rights of the residents, the specifics of the incident might not be communicated.
7. Notify **JEFFERSON COUNTY PUBLIC SCHOOLS** of all staff development sessions scheduled for facility staff pertaining to services for school-aged children or youth and offer the opportunity for them to participate. This would include facility trainings.
8. Inform the school staff of and ask for their input into any group or individual behavior interventions or management systems and collaborate in residential implementation of similar methods utilized by the school system. All treatment teams will include an educator and/or written summary concerning individual students.
9. Determine a mutually agreeable method for dealing with crisis behaviors that may occur in the school setting.
10. Administer all medications required by our residents.
11. 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.
12. Agree to collaborate to resolve disputes or issues not covered by this Agreement.
13. Agree to maintain classrooms and offices in proper working order so that they are suitable for educational endeavors and conducive to providing a safe learning environment.

THE JEFFERSON COUNTY BOARD OF EDUCATION HEREBY AGREES TO the following for THE BROOK KMI'S on-site facility school.

1. Provide educational services for all grades 6-12 facility residents consistent with their educational needs.
2. Notify the facility of staff development activities and offer the opportunity for attendance by facility staff.
3. Attend facility meetings relative to educational services. Provide an educator and/or written summary to participate in treatment team meetings.
4. Notify facility staff of school meetings scheduled relative to the design or review of educational services for individual students.
5. Collaborate with the facility in design, implementation and/or revision of behavioral interventions in the school setting consistent with JCPS policies and procedures and facilitate consistent application,

consistent with JCPS policies and procedures, if such interventions for residential purposes are appropriate.

6. Collaborate with facility staff in the development and application of a mutually agreed-upon method for dealing with crisis behaviors consistent with JCPS policies and procedures.
7. Develop and maintain an ongoing system of communication with the facility on a schedule that is appropriate to the needs of each student.
8. Notify the facility of an incident occurring at school of a disciplinary nature or otherwise likely to affect student behavior upon returning to the facility.
9. 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).
10. Notify the facility of any identified medical, mental health, or hygiene condition a student manifests.
11. Provide instructional goals and objectives for the education of State Agency Children as required by the KECSAC Memorandum of Agreement.
12. Agree to collaborate to resolve disputes or issues not covered by this Agreement.

STUDENTS WHO RESIDE IN THE FACILITY AND ATTEND REGULAR JEFFERSON COUNTY PUBLIC SCHOOLS WILL BE SUBJECT TO AND ABIDE BY REGULAR JEFFERSON COUNTY PUBLIC SCHOOLS POLICIES AND PROCEDURES.

To the extent permitted by law, the parties shall indemnify, defend and hold harmless each other and each other's respective officers, employees and agents from and against all actions, liabilities, claims, damages, suits, liens and judgements arising out of or resulting from the negligent and/or unlawful acts or omissions of the indemnifying party or the indemnifying party's officers, employees, agents or subcontractors, occurring during or in connection with performance under or regarding this Agreement.

Commitment to the points in this Agreement signifies each agency's efforts toward a professional collaboration for provision of quality residential and educational services to each school age individual for which we share responsibility.

The Agreement shall be in effect for the shorter of one (1) calendar year, July 1, 2025 – June 30, 2026, or until a mutually agreed upon revision is requested by either party.



10/20/25

Denille Johnson, Principal
JCPS State Agency Children's Program

Date



10/20/25

Sherri Flood, Chief Executive Officer
The Brook KMI

Date

Dr. Brian H. Yearwood, Superintendent
Jefferson County Public Schools

Date

STATE AGENCY CHILDREN INTERAGENCY AGREEMENT
Between the
JEFFERSON COUNTY BOARD OF EDUCATION and USPIRITUS, INC.
(USPIRITUS BELLEWOOD AND BROOKLAWN)

Pursuant to the Legislation, USPIRITUS BELLEWOOD AND BROOKLAWN and the Department for Community Based Services in the Kentucky Cabinet for Health and Family Services have entered into a Private Child Care Agreement (the "PCCA") and PRTF (Psychiatric Residential Treatment Facility) Regulations under which the USPIRITUS BELLEWOOD AND BROOKLAWN has contracted with the Commonwealth of Kentucky to provide residential services to SAC at the USPIRITUS BELLEWOOD AND BROOKLAWN facilities in Jefferson County for the period from July 1, 2025 to June 30, 2026. These residential services are outlined in the PCCA and PRTF (Psychiatric Residential Treatment Facility) Regulations and include, among other requirements, providing adequate food, shelter, clothing, incidental expenses, affection, training, recreation, education, services that are consistent with their ethnic and cultural background, and opportunities for religious, spiritual, or ethical development in the faith of the child's choice, if any.

Pursuant to the Regulations, KECSAC and JCPS have entered into a Memorandum of Agreement dated as of July 1, 2025 (the "KECSAC MOA") which forms the basis for the operation and distribution of SAC funds for the delivery of educational services by JCPS to SAC residing in Jefferson County during the state Fiscal Year 2026 (July 1, 2025-June 30, 2026).

The Regulations and the KECSAC MOA provide that JCPS shall develop an interagency agreement, including program goals and objectives, between JCPS and each provider of residential services to SAC in Jefferson County regarding their mutual responsibility for education and care of SAC.

This Agreement is intended by JCPS and USPIRITUS BELLEWOOD AND BROOKLAWN to form the basis for a cooperative relationship between USPIRITUS BELLEWOOD AND BROOKLAWN as providers of residential services to SAC in Jefferson County and JCPS as the agency responsible for the provision of educational services to the SAC residing within Jefferson County at the USPIRITUS BELLEWOOD AND BROOKLAWN facilities.

It is the mutual goal and intention of USPIRITUS BELLEWOOD AND BROOKLAWN and JCPS to maintain the needs of each child or youth residing at the USPIRITUS BELLEWOOD AND BROOKLAWN facilities as the priority in fulfilling this Agreement. This Agreement is intended to foster the provision of coordinated and high quality educational and residential services to the SAC residing at USPIRITUS BELLEWOOD AND BROOKLAWN. It is not meant as a way to inhibit

either JCPS or USPIRITUS BELLEWOOD AND BROOKLAWN in meeting their respective goals, but rather to foster a collaborative approach to services on the part of both JCPS and USPIRITUS BELLEWOOD AND BROOKLAWN. The content of this Agreement is intended to be mutually beneficial to both parties while meeting the educational needs of SAC.

Pursuant to Regulations, if a dispute arises between KECSAC and a local school district that cannot be resolved by the parties, the dispute shall be submitted, for resolution, to the interagency advisory group by written request of either party. The request shall identify in detail the issue in dispute. The interagency advisory group shall schedule a meeting with the parties, during which each party shall explain its position. The interagency advisory group shall render a written report and recommendation to the commissioner of the department responsible for the program in dispute within fifteen (15) days of the meeting. The commissioner shall render a written decision resolving the dispute within fifteen (15) days of receiving the recommendation from the interagency advisory group.

AGREEMENTS

1. Duties of JCPS. JCPS agrees to provide the following services and take the following actions:
 - A. Provide educational services with staffing determined appropriate by JCPS at USPIRITUS BELLEWOOD AND BROOKLAWN's facilities for all school-aged residents, grades k-12, of USPIRITUS BELLEWOOD AND BROOKLAWN's facilities who are not enrolled in a regular Jefferson County school, consistent with the students' educational needs, the Individual Educational Plan (IEP) of any student, and federal and state law. JCPS, acting as the educational agency, shall review the staffing levels of the educational program and provide appropriate staff to meet the educational needs of SAC. The staffing assessment should be consistent with assessments used to determine appropriate staffing levels at other JCPS facilities. This may include teaching staff, teacher's aides, behavioral specialists, other JCPS employees or JCPS contracted employees necessary to meet the educational needs of the SAC at USPIRITUS BELLEWOOD AND BROOKLAWN-while providing a safe educational environment.
 - B. Provide professional development training for JCPS staff in a consistent manner as other JCPS employees and collaborate with USPIRITUS BELLEWOOD AND BROOKLAWN staff to coordinate professional development programs where both parties may benefit from participating together. This may include collaborative

behavior management training, professional learning communities, or other models as part of the professional growth plan of JCPS staff.

- C. Provide a curriculum that is aligned with the Kentucky Core Academic Standards established in 704 KAR 3:303, and the student learning goals in the ILP, as established in 704 KAR 19:002.
- D. Provide that SAC residing at USPIRITUS BELLEWOOD AND BROOKLAWN shall be eligible to access extracurricular activities as allowed by local district and/or school council policies and by 702 KAR 7:065 or other applicable organization rules, as established in 704 KAR 19:002.
- E. Monitor, in conjunction with USPIRITUS BELLEWOOD AND BROOKLAWN staff, the cafeteria in USPIRITUS BELLEWOOD AND BROOKLAWN's facility during school hours.
- F. Collaborate with USPIRITUS BELLEWOOD AND BROOKLAWN to determine future location of educational services for SAC residing at USPIRITUS BELLEWOOD AND BROOKLAWN. The mutually beneficial relationship of providing educational services onsite at USPIRITUS BELLEWOOD AND BROOKLAWN should be reviewed annually to determine the appropriate location for educational services. The best interest of the SAC and the partnering agencies should be a driving force for this ongoing collaborative partnership.
- G. Collaborate with USPIRITUS BELLEWOOD AND BROOKLAWN to provide periodic opportunities for joint meetings and staff development.
- H. Attend or provide information and input to USPIRITUS BELLEWOOD AND BROOKLAWN meetings, during the regularly scheduled school day, relative to the educational services provided by JCPS under this Agreement and provide a JCPS staff person and/or a written summary of educational services for each treatment team meeting.
- I. Notify USPIRITUS BELLEWOOD AND BROOKLAWN-staff of JCPS meetings scheduled relative to the design or review of JCPS educational services for individual students under this Agreement.

- J. Collaborate with USPIRITUS BELLEWOOD AND BROOKLAWN in the design, implementation and/or revision of behavioral interventions in the educational program setting consistent with JCPS policies and procedures and facilitate the consistent application of such interventions at USPIRITUS BELLEWOOD AND BROOKLAWN's facility consistent with JCPS policies and procedures if such interventions are appropriate for use in USPIRITUS BELLEWOOD AND BROOKLAWN's facility.
- K. Collaborate with USPIRITUS BELLEWOOD AND BROOKLAWN to mutually develop, agree and implement a plan for addressing students in crisis behaviors that may occur in the school setting at USPIRITUS BELLEWOOD AND BROOKLAWN facility consistent with JCPS policies and procedures; this shall include the supervision of residents/students by both USPIRITUS BELLEWOOD AND BROOKLAWN and JCPS.
- L. Develop and maintain an ongoing system of communication with USPIRITUS BELLEWOOD AND BROOKLAWN on a schedule that is appropriate to the educational needs of each resident of USPIRITUS BELLEWOOD AND BROOKLAWN's facility.
- M. Notify USPIRITUS BELLEWOOD AND BROOKLAWN of any incident involving a resident of USPIRITUS BELLEWOOD AND BROOKLAWN's facility occurring in the educational program setting of a disciplinary nature or otherwise likely to affect the residents' behavior upon returning to the residential setting in USPIRITUS BELLEWOOD AND BROOKLAWN's facility.
- N. Assure that any resident of USPIRITUS BELLEWOOD AND BROOKLAWN's facility suspected of having an educational disability will be referred, evaluated, and if appropriate, provided special education services in accordance with state and federal requirements, JCPS procedures and an IEP. All evaluations will be completed as soon as practicable after a SAC is admitted to USPIRITUS BELLEWOOD AND BROOKLAWN's facility and shall be consistently managed with other JCPS educational disability referrals (i.e. if evaluated, SAC will be referred, evaluated, and if appropriate, provided special education services in a timely manner when compared to non-SAC students in JCPS).
- O. Notify USPIRITUS BELLEWOOD AND BROOKLAWN SCHOOL of any suspected medical, mental health, or hygiene condition a resident of USPIRITUS BELLEWOOD AND BROOKLAWN's facility manifests to JCPS staff.

- P. Develop a process, in collaboration with USPIRITUS BELLEWOOD AND BROOKLAWN, and initiated through the JCPS site administrator, to address the placement planning for USPIRITUS BELLEWOOD AND BROOKLAWN students to attend regular JCPS schools. The Exceptional Child Education (“ECE”) policies and procedures of JCPS will be followed for all special education students. JCPS will invite appropriate USPIRITUS BELLEWOOD AND BROOKLAWN staff to attend student placement meetings. School placement decisions will be made by the appropriate special education committee for special education students or JCPS staff for students who are not special education students.
 - Q. Should a student at USPIRITUS BELLEWOOD AND BROOKLAWN, upon recommendation of JCPS staff, be transitioned to a non-SAC educational program, JCPS will coordinate with USPIRITUS BELLEWOOD AND BROOKLAWN to determine appropriate transportation services.
 - R. Provide JCPS staff with the appropriate and applicable Behavioral Management and Safe Crisis Management requirements of the Kentucky Department of Education, 704 KAR 7:160.
 - S. Provide instructional goals and objectives for the education of SAC as required by the KECSAC Memorandum of Agreement.
 - T. Agree to one or more methods of resolution by the parties of disputes or issues not covered by this Agreement, either formal or informal, e.g., meetings, telephone conferences, letters, mediation, and/or email communication.
2. Duties of USPIRITUS BELLEWOOD AND BROOKLAWN. The USPIRITUS BELLEWOOD AND BROOKLAWN agree to provide the following services and take the following actions:
- A. Provide residential treatment services as set forth in the PCCA and PRTF Regulations between USPIRITUS BELLEWOOD AND BROOKLAWN and the Cabinet for Health and Family Services.
 - B. Provide appropriate educational facilities on campus which are suitable for educational endeavors and conducive to providing a safe learning environment.

- C. Provide crisis stabilization (Short-term support for students experiencing a mental health crisis. This may include assessments, treatment planning, individual and group therapy support.) during the school day when required to ensure the safety and security of residents of USPIRITUS BELLEWOOD AND BROOKLAWN.
- D. Administer medications pursuant to the PCAA for children in the care of USPIRITUS BELLEWOOD AND BROOKLAWN to ensure a safe and secure educational setting for residents of USPIRITUS BELLEWOOD AND BROOKLAWN. PCCA and PRTF Regulations 1 (dd) (iii), notes that USPIRITUS BELLEWOOD AND BROOKLAWN will “give children all medications that have been prescribed by a physician in the amounts and at the times directed by the physician. Ensure that adequate supplies of medications and/or prescriptions go with children upon discharge. The Agency shall have written policies and procedures regarding proper medication administration, storage, and disposal. Medication administration and disposal shall be documented in each child’s medical file.”
- E. Provide breakfast and lunch for all students at USPIRITUS BELLEWOOD AND BROOKLAWN through the federal USDA National School Lunch Residential Child Care Institution program, of which USPIRITUS BELLEWOOD AND BROOKLAWN is already a participating member receiving reimbursement for breakfast, lunch and snacks. USPIRITUS BELLEWOOD AND BROOKLAWN will continue participating in the program, as long as federal guidelines allow. JCPS, according to the Kentucky Department of Education state school lunch coordinating office, is not presently permitted to seek reimbursement for nutritional services provided at non-JCPS owned facilities.
- F. Collaborate with JCPS to determine future location of educational services for SAC residing at USPIRITUS BELLEWOOD AND BROOKLAWN. The mutually beneficial relationship of providing educational services onsite at USPIRITUS BELLEWOOD AND BROOKLAWN should be reviewed annually to determine the appropriate location for educational services. The best interest of the SAC and the partnering agencies should be a driving force for this ongoing collaborative partnership.
- G. Collaborate with JCPS in the design, implementation and/or revision of behavioral interventions in the educational program setting and facilitate the

consistent application of such interventions at USPIRITUS BELLEWOOD AND BROOKLAWN's facility if such interventions are appropriate for use in USPIRITUS BELLEWOOD AND BROOKLAWN's facility.

- H. Collaborate with JCPS to mutually develop, agree and implement a plan for addressing students in crisis behaviors that may occur in the school setting at USPIRITUS BELLEWOOD AND BROOKLAWN facility; this shall include the supervision of residents/students by both USPIRITUS BELLEWOOD AND BROOKLAWN and JCPS.
- I. Notify JCPS of any incident involving a resident of USPIRITUS BELLEWOOD AND BROOKLAWN's facility occurring in the residential program setting of a disciplinary nature or otherwise likely to affect the residents' behavior upon returning to the educational setting in USPIRITUS BELLEWOOD AND BROOKLAWN's facility. In order to protect the confidentiality rights of residents, the specifics of the incident might not be communicated.
- J. Notify JCPS of any recommendation for a USPIRITUS BELLEWOOD AND BROOKLAWN resident to be placed in a traditional, non-SAC public school.
- K. Provide JCPS all pertinent student records and information permitted and available prior to requesting the admittance of the student into the educational program. The educational program staff will be informed of disciplinary actions taken by other school systems as made known to USPIRITUS BELLEWOOD AND BROOKLAWN staff prior to placement, or any other prior activity of the student as made known to USPIRITUS BELLEWOOD AND BROOKLAWN staff which could affect the safety of other JCPS students or JCPS staff. This information will be used by JCPS to arrange for needed services and not to serve as the basis of denial of educational services.
- L. Notify JCPS of regularly scheduled or specially scheduled meetings for case review and offer sufficient notice and opportunity for school staff participation (either in person or in the form of a written report) in relation to educational issues, placement planning conferences and aftercare planning.
- M. Assure JCPS that ongoing communication will be maintained between USPIRITUS BELLEWOOD AND BROOKLAWN staff and JCPS staff assigned to USPIRITUS

BELLEWOOD AND BROOKLAWN's facility on a schedule that is mutually determined based on the needs of each student/resident.

- N. Collaborate with JCPS to provide periodic opportunities for joint meetings and staff development.
 - O. Inform JCPS staff of and request input into any group or individual behavior interventions or management systems and collaborate in residential implementation of similar methods utilized by JCPS in JCPS schools. All treatment teams will include a member of the JCPS staff.
 - P. Collaborate with JCPS to mutually develop and implement a method for dealing with crisis behaviors that may occur in the educational setting.
 - Q. Monitor, in conjunction with JCPS staff, the cafeteria in USPIRITUS BELLEWOOD AND BROOKLAWN's facility during school hours.
 - R. Assure that each student's health and hygiene will be maintained and notify JCPS of any student's condition which may affect student behavior or performance. Should a student be comparably ill compared to students in non-SAC educational settings whereas that student would be removed from the classroom, USPIRITUS BELLEWOOD AND BROOKLAWN will promptly remove sick children from the educational setting. For the purposes of separating ill students from the other students and staff, the BELLEWOOD AND BROOKLAWN transition room and Timeout Area is considered outside the educational setting.
 - S. Agree to one or more methods of resolution by the parties of disputes or issues not covered by this Agreement, either formal or informal, e.g., meetings, telephone conferences, letters, mediation, and/or email communication.
 - T. Agree to notify and advise all residents/students of USPIRITUS BELLEWOOD AND BROOKLAWN's facility that students will follow the JCPS *Student Support and Behavior Intervention Handbook* during the school day.
3. Other Duties and Responsibilities of JCPS and USPIRITUS BELLEWOOD AND BROOKLAWN.

- A. Other Legal and Contractual Obligations. Each party will comply with its obligations under applicable federal and state statutes and regulations and applicable contracts, including without limitation the Legislation, the Regulations, the KECSAC MOA and the PCCA and PRTF Regulations.
- B. Term of this Agreement. This Agreement shall be effective the date of signatures and shall remain in effect until June 30, 2026⁵. Pursuant to Regulations, this Agreement shall be reviewed annually by JCPS and USPIRITUS BELLEWOOD AND BROOKLAWN for any needed amendments.
- C. Parties in Interest; Assignment. All provisions of this Agreement will bind and inure to the benefit of JCPS and USPIRITUS BELLEWOOD AND BROOKLAWN and their respective agents, assigns, successors and personal representatives, whether so expressed or not. Neither party may, however, sell, assign, transfer or otherwise convey any of its rights or delegate any of its duties under this Agreement to any other person or entity, without the prior written consent of the other party, except to an entity which has succeeded to substantially all of its business and assets and has assumed in writing its obligations under this Agreement, or the entity surviving a consolidation or merger to which it is a party. Any attempted sale, assignment, transfer, conveyance or delegation of duties in violation of this paragraph will be void.
- D. Status of Parties. The Agreement will not be construed to constitute either party as an agent, partner or joint venture of the other party; to authorize or empower either party to assume or create any obligation or responsibility, express or implied, on behalf of the other party; or to authorize or empower either party to bind in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of the other party.
- E. Entire Agreement; Amendment; Waiver. This Agreement contains and sets forth the entire understanding and agreement between the parties hereto, as it relates to the subject matter of this Agreement. This Agreement supersedes all existing agreements between them concerning that subject matter, and may be modified or amended only by a written instrument signed by each party. Either party to this Agreement may in writing [i] extend the time for the performance of any obligations of any other party; [ii] waive performance of any obligations by any other party; and [iii] waive the fulfillment of any condition that is precedent to the performance by the party of any of its obligations under this Agreement. No such waiver will be deemed to be continuing or to apply to any other instance or

to constitute the waiver of any other term or condition of this Agreement in that or any other instance. The failure of a party to insist upon strict compliance with any provision of this Agreement on one or more occasions will not be considered a waiver and will not prevent that party from insisting upon strict compliance with that provision or any other provision of this Agreement.

- F. Third Party Rights. This Agreement does not create, and will not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- G. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Kentucky, without giving effect to its conflict of laws rules.
- H. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement will not affect the validity, legality or enforceability of the remaining provisions. If any provision of this Agreement is inapplicable to any person or circumstance, it will nevertheless remain applicable to all other persons and circumstances.
- I. Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will pay all costs, fees and expenses that the party may incur in connection with the negotiation, execution, delivery and performance of this Agreement.
- J. Notwithstanding anything to the contrary in this Agreement, any SAC who resides in USPIRITUS BELLEWOOD AND BROOKLAWN's residential facility but attends classes in any JCPS school building will be subject to and will abide by all JCPS policies and procedures applicable to all other students who attend classes in such building.
- K. Pursuant to Regulations, if a conflict arises between the local agencies regarding the development or fulfillment of the interagency agreement by either party, it shall be RESOLVED by KECSAC.

4. Signatures.

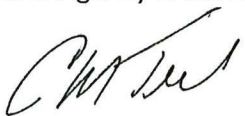
- A. Each individual signing this Agreement represents that he or she has the authority to act on behalf of his or her agency. Referral to KECSAC for resolution hereby negates the approval of the governing body of his or her agency. Further, should either party fail to sign this Agreement, it does not invalidate, make illegal or make unenforceable the Agreement.
- B. Commitment to the provisions in this Agreement signifies each agency's efforts toward a professional collaboration for the provision of quality residential and educational services to each school age child for which both JCPS and USPIRITUS BELLEWOOD AND BROOKLAWN have a shared responsibility.
- C. Signatures below indicate representatives from both JCPS and USPIRITUS BELLEWOOD AND BROOKLAWN have received a copy of the resolution by KECSAC of the Interagency Agreement between said agencies.



Denille Johnson, Principal
JCPS/State Agency Children's Programs

10/16/2025

Date



Chris Teeley, President/CEO
USPIRITUS BELLEWOOD AND BROOKLAWN

10/16/2025

Date

_ Dr. Brian H. Yearwood, Superintendent
Date Jefferson County Public Schools

LINKAGE AGREEMENT WESTERN DAY TREATMENT PROGRAM

Western Day Treatment, located at McFerran Preparatory Academy is a community-based program of diagnostic, treatment and rehabilitative services provided in collaboration between Seven Counties Services (SCS), Inc. and the Jefferson County Public Schools (JCPS). Central to the provision of this service is the integration of educational and therapeutic services. To that end, this linkage agreement specifies the following:

A. Clinical Services

1. SCS will provide onsite supervision by a SCS employed clinical service provider.
 - a) SCS will document the provision of onsite supervision by a qualified mental health professional during all hours of operation of day treatment.
 - b) SCS will document the provision of administrative and supervisory support to said professional during all hours of operation of day treatment.
2. SCS will designate a school liaison who will be the leader of all therapeutic and support services.
 - a) SCS will maintain timesheets for all SCS staff who provide therapeutic, administrative or support services provided by SCS.
 - b) SCS will ensure that SCS personnel assigned to day treatment will be offered all of the amenities of SCS personnel.
 - c) SCS will follow normal accounting procedures and have records of SCS activities available for inspection for a period up to three years.
 - d) SCS will complete evaluations of SCS therapeutic, administrative and support staff in compliance with SCS procedures.
 - e) The SCS liaison will attend all required administrator meetings.
3. SCS will assure the development and implementation of an individual treatment plan with each child enrolled in day treatment.
 - a) SCS will designate a nurse practitioner who will approve and direct all treatment plans. A psychiatrist will oversee the nurse practitioner's work.
 - b) SCS staff will participate in weekly treatment planning and team meetings and reviews.
 - c) SCS will provide students in day treatment adequate therapeutic materials commensurate with those available to clients in other settings.
 - d) SCS staff will support students in their school assessments including, but not limited to, Kentucky Summative Assessment (KSA) testing.
 - e) SCS staff will support the development of student portfolios.
4. SCS will assure therapeutic programming that will meet the requirements of day treatment, including, but not limited to:
 - a) Goal-oriented group therapy a minimum of two (2) times a week for one (1) hour, staffed at a 1:8 ratio of mental health providers to students.

- b) Individual therapy is a minimum of one (1) time a week for one (1) hour and access to individual therapy as needed during program hours.
 - c) Family therapy is available as needed and determined by the individual treatment plan.
 - d) Psychiatric services are available as needed and determined by the individual treatment plan.
 - e) Collateral services to parents are available as needed and determined by the individual treatment plan.
 - f) Outcome measures as indicated, in conjunction with Daily Living Activities (DLA-20).
5. SCS staff will actively work to establish and maintain a therapeutic milieu by:
- a) Modeling the philosophies of the agencies and programs, demonstrating respect to the student and family, maintaining high, realistic standards and expectations, and providing a secure, safe, nurturing environment.
 - b) Helping each student and family carry out their goals, thereby increasing their sense of self-sufficiency.
 - c) Practicing and supporting students' and families' practice of skills is essential to becoming responsible, effective members of the community.

B. Educational Services

- 1. JCPS will ensure that each teacher participating in the program holds a certificate of legal qualifications for the position.
 - a) JCPS will document that educators participating in the program meet Kentucky Educational Certification requirements.
 - b) Documentation will be kept at the day treatment facility.
- 2. JCPS will assure educational support to day treatment students.
 - a) JCPS will maintain time and effort sheets for staff that provide educational services.
 - b) JCPS will ensure that personnel assigned to day treatment will be afforded all the amenities of the school district faculty and/or staff.
 - c) JCPS will follow normal accounting procedures and have records available for inspection for a period of up to three years.
 - d) JCPS will complete evaluations of educators in compliance with school district procedures.
 - e) JCPS will provide the SCS liaison with an opportunity to interview prospective new teachers for day treatment program when filling a vacancy.
 - f) JCPS will designate a school administrator who will be the instructional leader of the daily educational program.
 - g) JCPS day treatment administrator will attend required KECSAC school administrator meetings.
 - h) JCPS staff will participate in treatment planning and team meetings for day treatment.
 - i) JCPS staff will ensure that day treatment students are included in the district count for allocation of technology funds and have access to KETS systems. Wiring of the facility is a SCS responsibility.

- j) JCPS will assure that textbooks utilized by day treatment will be of comparable quality and quantity as those provided to other students in the school district.
- k) JCPS will provide adequate instructional materials commensurate with those available to students in regular public-school settings.
- l) JCPS will assure the development of an Individual Education Program (IEP) for any student determined to have an educational disability.
- m) JCPS will provide and implement an extended school calendar of 230 days, with 210 instructional days, and day treatment will follow this calendar.
- n) JCPS will administer to each student the same assessment as other public-school students in A-5 and A-6 schools.
- o) JCPS will provide both educational and therapeutic facilities.
- p) JCPS provides services to students with all disabilities including emotional/behavior disabilities. Students receive these services based on their IEP, which is developed through the ARC process.

C. Collaborative Services

1. Transportation

- a) JCPS will provide regular or special needs transportation (SNT) bus service for students in the program.
- b) SCS will, through Medicaid, arrange transportation to or from school for those students not able to ride a regular bus.

2. Meals

- a) JCPS will provide daily breakfast and lunch on school days for each student enrolled in day treatment.

3. Transition Planning

- a) Both JCPS and SCS staff will participate in the planning for transition to and from the district schools.
- b) The JCPS administrator will request the educational records from the sending school.
- c) The JCPS administrator will, upon receipt of the school records, notify the pupil personnel director that the student is in school.
- d) The JCPS administrator will ensure the educational records are forwarded to receiving school within five (5) days.
- e) The JCPS administrator will forward the results of the assessment to the school the student would have attended.
- f) The JCPS administrator will forward the student's portfolio to the receiving school as part of the educational records.
- g) SCS staff will participate in transition planning, including but not limited to, making contact with the receiving school and providing therapeutic information.

4. Collaborative Planning

- a) Both JCPS and SCS staff will meet weekly to plan for and review progress made by students.

- b) Both JCPS and SCS staff will be available to parents to enhance their roles in the planning and review of progress.
- c) Both JCPS and SCS staff will meet regularly to review policies and procedures.

D. General Provisions

1. This Agreement shall be effective for (1) year commencing on July 1, 2025, and ending on June 30, 2026. This Agreement may be extended by the mutual written agreement of JCPS and SCS.
2. This Agreement may be modified or amended by the written agreement of JCPS and SCS.
3. JCPS and SCS are independent parties, and neither shall be construed to be an agent or representative of the other party and therefore have no liability for the acts or omissions of the other party.
4. SCS shall maintain general liability and professional liability insurance for all of its staff providing services under this Agreement with minimum coverage of \$1 million per occurrence and \$2 million aggregate. JCPS shall maintain general liability and professional liability insurance for all of its staff providing services under this Agreement with minimum coverage of \$1 million per occurrence and \$2 million aggregate.
5. Either party may terminate this Agreement with thirty (30) days written notice to the other party.
6. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of **July 1, 2025.**

Dr. Brian H. Yearwood, Superintendent
Jefferson County Public Schools

Date

Denille Johnson, Principal
JCPS/State Agency Children's Programs

Date

David Pankotai, CEO
Seven Counties Services, Inc.

Date



LINKAGE AGREEMENT WESTERN DAY TREATMENT PROGRAM

Western Day Treatment, located at McFerran Preparatory Academy is a community-based program of diagnostic, treatment and rehabilitative services provided in collaboration between Seven Counties Services (SCS), Inc. and the Jefferson County Public Schools (JCPS). Central to the provision of this service is the integration of educational and therapeutic services. To that end, this linkage agreement specifies the following:

A. Clinical Services

1. SCS will provide onsite supervision by a SCS employed clinical service provider.
 - a) SCS will document the provision of onsite supervision by a qualified mental health professional during all hours of operation of day treatment.
 - b) SCS will document the provision of administrative and supervisory support to said professional during all hours of operation of day treatment.
2. SCS will designate a school liaison who will be the leader of all therapeutic and support services.
 - a) SCS will maintain timesheets for all SCS staff who provide therapeutic, administrative or support services provided by SCS.
 - b) SCS will ensure that SCS personnel assigned to day treatment will be offered all of the amenities of SCS personnel.
 - c) SCS will follow normal accounting procedures and have records of SCS activities available for inspection for a period up to three years.
 - d) SCS will complete evaluations of SCS therapeutic, administrative and support staff in compliance with SCS procedures.
 - e) The SCS liaison will attend all required administrator meetings.
3. SCS will assure the development and implementation of an individual treatment plan with each child enrolled in day treatment.
 - a) SCS will designate a nurse practitioner who will approve and direct all treatment plans. A psychiatrist will oversee the nurse practitioner's work.
 - b) SCS staff will participate in weekly treatment planning and team meetings and reviews.
 - c) SCS will provide to students in day treatment adequate therapeutic materials commensurate with those available to clients in other settings.
 - d) SCS staff will support students in their school assessments including, but not limited to, Kentucky Summative Assessment (KSA) testing.
 - e) SCS staff will support the development of student portfolios.
4. SCS will assure therapeutic programming that will meet the requirements of day treatment, including, but not limited to:

- a) Goal-oriented group therapy a minimum of two (2) times a week for one (1) hour, staffed at a 1:8 ratio of mental health providers to students.
 - b) Individual therapy a minimum of one (1) time a week for one (1) hour and access to individual therapy as needed during program hours.
 - c) Family therapy available as needed and determined by the individual treatment plan.
 - d) Psychiatric services available as needed and determined by the individual treatment plan.
 - e) Collateral services to parents available as needed and determined by the individual treatment plan.
 - f) Outcome measures as indicated, in conjunction with Daily Living Activities (DLA-20).
5. SCS staff will actively work to establish and maintain a therapeutic milieu by:
- a) Modeling the philosophies of the agencies and programs, demonstrating respect to the student and family, maintaining high, realistic standards and expectations, and providing a secure, safe, nurturing environment.
 - b) Helping each student and family carry out their goals, thereby increasing their sense of self-sufficiency.
 - c) Practicing and supporting students' and families' practice of skills essential to becoming responsible, effective members of the community.

B. Educational Services

- I. JCPS will assure that each teacher participating in the program holds a certificate of legal qualifications for the position.
 - a) JCPS will document that educators participating in the program meet Kentucky Educational Certification requirements.
 - b) Documentation will be kept at the day treatment facility.
- II. JCPS will assure educational support to day treatment students who qualifies for services under IDEA.
 - a) JCPS will maintain time and effort sheets for staff that provide educational services.
 - b) JCPS will ensure that personnel assigned to day treatment will be afforded all the amenities of the school district faculty and/or staff.
 - c) JCPS will follow normal accounting procedures and have records available for inspection for a period up to three years.
 - d) JCPS will complete evaluations of educators in compliance with school district procedures.
 - e) JCPS will provide the SCS liaison an opportunity to interview prospective new teachers for day treatment program when filling a vacancy.
 - f) JCPS will designate a school administrator who will be the instructional leader of the daily educational program.
 - g) JCPS day treatment administrator will attend required KECSSAC school administrator meetings.
 - h) JCPS staff will participate in treatment planning and team meetings for day treatment.

- i) JCPS staff will assure that day treatment students are included in the district count for allocation of technology funds and have access to KETS systems. Wiring of the facility is a SCS responsibility.
- j) JCPS will assure that textbooks utilized by day treatment will be of comparable quality and quantity as those provided to other students in the school district.
- k) JCPS will provide adequate instructional materials commensurate with those available to students in regular public school settings.
- l) JCPS will assure the development of an Individual Education Program (IEP) for any student determined to have an educational disability.
- m) JCPS will provide and implement an extended school calendar of 230 days, with 210 instructional days, and day treatment will follow this calendar.
- n) JCPS will administer to each student the same assessment as other public school students in A-5 and A-6 schools.
- o) JCPS will provide both educational and therapeutic facilities.
- p) JCPS provides services to students with all disabilities including emotional/behavior disabilities who qualify for services under IDEA. Students receive these services based on their IEP, which is developed through the ARC process.

C. Collaborative Services

1. Transportation

- a) JCPS will provide regular or special needs transportation (SNT) bus service for students in the program.
- b) SCS will, through Medicaid, arrange transportation to or from school for those students not able to ride a regular bus.

2. Meals

- a) JCPS will provide daily breakfast and lunch on school days for each student enrolled in day treatment.

3. Transition Planning

- a) Both JCPS and SCS staff will participate in the planning for transition to and from the district schools.
- b) The JCPS administrator will request the educational records from the sending school.
- c) The JCPS administrator will, upon receipt of the school records, notify the pupil personnel director that the student is in school.
- d) The JCPS administrator will ensure the educational records are forwarded to the receiving school within five (5) days.
- e) The JCPS administrator will forward the results of the assessment to the school the student would have attended.
- f) The JCPS administrator will forward the student's portfolio to the receiving school as part of the educational records.
- g) SCS staff will participate in transition planning, including but not limited to, making contact with the receiving school and providing therapeutic information.

4. Collaborative Planning

- a) Both JCPS and SCS staff will meet weekly to plan for and review progress made by students.
- b) Both JCPS and SCS staff will be available to parents to enhance their roles in the planning and review of progress.
- c) Both JCPS and SCS staff will meet regularly to review policies and procedures.

D. General Provisions

- 1. This Agreement shall be effective for (1) year commencing on July 1, 2024 and ending on June 30, 2025. This Agreement may be extended by the mutual written agreement of JCPS and SCS.
- 2. This Agreement may be modified or amended by the written agreement of JCPS and SCS.
- 3. JCPS and SCS are independent parties and neither shall be construed to be an agent or representative of the other party, and therefore have no liability for the acts or omissions of the other party.
- 4. SCS shall maintain general liability and professional liability insurance for all of its staff providing services under this Agreement with minimum coverage of \$1 million per occurrence and \$2 million aggregate. JCPS shall maintain general liability and professional liability insurance for all of its staff providing services under this Agreement with minimum coverage of \$1 million per occurrence and \$2 million aggregate.
- 5. Either party may terminate this Agreement with thirty (30) days written notice to the other party.
- 6. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

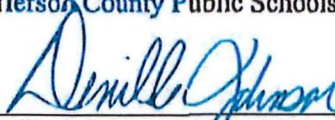
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of July 1, 2024.



Martin Pollio, Superintendent
Jefferson County Public Schools

1/29/2025


Date



Denille Johnson, Principal
JCPS/State Agency Children's Programs

1/8/2025

Date



David Pankotai, CEO
Seven Counties Services, Inc.

1/16/2025 3:10:38 PM

Date