

**COMMONWEALTH OF KENTUCKY
JUSTICE and PUBLIC SAFETY CABINET
DEPARTMENT OF JUVENILE JUSTICE
INTERAGENCY AGREEMENT**

This agreement, made and entered into as of the 1st day of July, 2013, by and between the Commonwealth of Kentucky, Justice and Public Safety Cabinet,

Department of Juvenile Justice
(Name of Department or Office)

Hereinafter referred to as the Department, and

Hardin County School District
(Name of Second Party)

65 W.A. Jenkins Road, Elizabethtown, Kentucky 42701
(Address of Second Party)

Hereinafter referred to as the Second Party,

WITNESSETH, THAT:

Whereas, the Department, in the exercise of its lawful duties, has determined upon the necessity of the performance of the following function briefly described as:

Provide a full continuum of educational services for youth that have been committed to or are in the custody of the Department.

and;

Whereas, the Second Party is available, willing, and qualified to perform this function, and the Department desires that the Second Party perform this function;

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

This agreement is intended to form the basis for a cooperative relationship between the Department of Juvenile Justice and **Hardin County School District**. The mutual goal and intention of each of the agencies named above is to maintain the needs of each youth as our priority in fulfillment of this agreement. It is meant to foster excellence in education and treatment and is not meant to inhibit either agency in meeting their respective goals, but rather to foster collaborative services on the part of both agencies. The expectation is that this contractual agreement will provide the basis for the highest quality of educational services possible for our youth.

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

1. The Second Party agrees to perform the services as hereinafter described with particularity as follows:
 - A. Comply with all applicable federal and state laws and regulations for the services provided under this agreement.
 - B. Provide certified and classified staff as applicable to meet the educational needs of the youth.
 - C. Assure that annual professional development for certified educational staff addresses the identified needs of youth in the program and standards set forth by the Kentucky Department of Education.
 - D. Assure the teacher pupil ratio shall average, based on average daily attendance, no more than ten (10) students to one (1) teacher without a classroom aide and fifteen (15) students to one (1) teacher with a classroom aide. A classroom that exclusively serves students with educational disabilities shall comply with teacher pupil ratios as specified in 707 KAR 1:350.
 - E. Provide 210 instructional days.
 - F. Provide a minimum of four (4) hours of instructional time per day for each day beyond the local school district calendar.
 - G. Develop a mutually agreed upon yearly school calendar that identifies local school district instructional days, instructional days beyond the local school district calendar, professional development days, holidays, vacation days and non-instructional days.
 - H. Plan vacations, professional development days, and leave with respect to the education and treatment needs of the youth, the local district calendar, local district policies and procedures, and the Department.
 - I. Assure the school administrator submits the yearly school calendar to the facility superintendent and the DJJ Education Branch Manager by July 1 of each respective year for the next school year.
 - J. Make educational services available to each youth upon admission and construct educational services on an open entry – open exit basis.
 - K. Provide instruction based on Kentucky Core Academic Standards, Career and Technical Education Program of Studies Implementation Manual, and Kentucky Occupational Skill standards to meet the individual needs of each youth.
 - L. Provide access to library services for the youth. (Appendix A)
 - M. Require education staff to provide instruction that addresses all learning styles.
 - N. Require education staff to deliver instruction by diverse methods which may include but shall not be limited to groups, teams, hands on learning activities, accelerated teaching, or computerized learning.
 - O. Require education staff to develop and follow written lesson plans with consideration given to the educational and vocational learning needs of each youth.
 - P. Require education staff document evidence of a student's level of achievement using local school district's procedural documentation or the Kentucky Core Academic Standards.
 - Q. Assure grades, credits, diploma, certificate of completion, or a high school equivalency diploma (General Education Development – GED) earned by the youth is in compliance with Federal and state laws and regulations.

- R. Assure youth earn grades and credits towards a diploma while pursuing a GED.
- S. Write an Individual Plan of Instruction (IPI) for each youth and an Individual Education Program (IEP) for youth with an educational disability using results of educational and vocational assessments.
- T. Assist in integrating the youth's Individual Plan of Instruction (IPI) and, if applicable, the Individual Education Program (IEP) with the youth's Individual Treatment Plan (ITP).
- U. Write a new Individual Plan of Instruction (IPI) when a youth earns a diploma, certificate of program completion, or a GED. The plan shall include evaluated work experience, vocational education and/or higher education through correspondence or on-campus courses.
- V. Assure a minimum of one educator attends treatment team meetings scheduled during the 210 instructional school days. The educator will be an active participant in the development of each youth's initial Individual Treatment Plan (ITP) and attend weekly treatment team meetings to address youth's progress and transition needs.
- W. Assure education progress reports of student achievement are forwarded to the parent or guardian on the same schedule as for students in the local school district.
- X. Assure each youth is included in district wide, end-of-course, and statewide assessments.
- Y. Include the program in the school district textbook revision plan.
- Z. Provide necessary instructional materials and specialized equipment that meet minimum state education standards (including computers).
- AA. Collaboratively develop with DJJ staff a code of acceptable school behavior and disciplinary measures which are complimentary to and consistent with the facility behavior management system.
- BB. Assure each youth's educational record contains specific name of courses youth is taking or has completed, amount of time in the course, and grades and credits earned while in the program. This information is to be included when transferring records to the next agency providing education services.
- CC. Make all educational records available upon request to DJJ staff working with youth, monitoring and evaluating services for the Department as permitted by federal and state laws and regulations including the Family Educational Rights and Privacy Act (FERPA).
- DD. Adhere to the Department's Education Policy and Procedures. (Appendix B)
- EE. Adhere to the Department's Code of Conduct and Code of Ethics Policy and Procedures and cooperate with investigation of misconduct. (Appendix C) If a violation occurs, disciplinary issues relating to school district personnel shall be governed by the local school district's policy and procedures.
- FF. Ensure that each certified and classified education staff member submits a signed Confidentiality Agreement to the facility superintendent.
- GG. Adhere to and cooperate with the pursuit of accreditation standards to which the Department is subject.
- HH. Comply with the Prison Rape Elimination Act (PREA) (42 U.S.C. §15601, et seq.) and with all applicable PREA National Standards (28 C.F.R. Part 115). The basic tenets of compliance with

PREA assert that DJJ and all associated contractors have a zero tolerance policy toward sexual abuse, sexual assault, sexual harassment or any other type of sexual misconduct between youth and youth or staff and youth. The school district agrees to notify the Department and promptly investigate any allegations or instances of any sexual misconduct.

II. The school district will ensure educational staff participation in all mandatory training requirements as mandated by federal requirements, DJJ Policy, and American Correctional Association accreditation standards, either through its own training, or through participation in DJJ training. Mandatory trainings include but may not be limited to program-specific Emergency Procedure training and PREA (Prison Rape Elimination Act) training.

JJ. Participate fully in the monitoring of this agreement.

KK. Assure there will be no discrimination against any applicant, or recipient of services on account of race, color, age, sex, religious creed, ancestry, national origin or sexual preference in performance of this agreement.

LL. Assure the facility superintendent/designee is invited to participate on the interview panel for the hiring of any educational staff for the program.

MM. Seek input from the facility superintendent when evaluating individual education staff based on district evaluation criteria.

NN. Assure the school administrator/designee attends the facility management team meetings.

OO. Assure appropriate DJJ staff is invited to participate in educational meetings relative to the development or review of educational services for individual youth (i.e., Admissions and Release Committee (ARC) meetings).

PP. Assure staff obtains required training per Department standards.

QQ. Assure certified and classified staff complies with the school district acceptable use policy for Internet usage.

RR. Assure no DJJ youth is permitted access to e-mail.

SS. Assure Internet access in classrooms is supervised and purposeful for the completion of academic/vocational learning objectives.

TT. Provide youth Internet access only in a DJJ classroom with DJJ Proxy Server in place.

UU. Connect local school district technology staff with the Commonwealth Office of Technology for assistance in providing certified and classified education staff access to the local school district server through the DJJ Proxy Server.

VV. Through use of the DJJ Proxy Server and the Information Systems Branch, ensure that Sexually Explicit Materials are not available via any video or computer system, software or hardware product, or internet service in any classroom setting or areas where youth are present within the offices and programs of the Department of Juvenile Justice.

WW. Data lines outside of DJJ must be approved by the Information Systems Branch.

2. In relation to the agreement, the Department or its facility designee agrees to perform the following functions:

- A. Comply with all applicable federal and state laws and regulations for the services provided under this agreement.
- B. Provide the school administrator or designee as much notice as possible prior to a youth being admitted to or discharged from the facility.
- C. Provide the educators access to all pertinent records as permitted by law in order to meet the individual needs of the youth.
- D. Assist in pursuing educational records if the Second Party is unable to do so.
- E. Provide the school administrator a notice of relevant meetings at the same time other Department staff is provided notice.
- F. Assure facility staff will provide supervision and supportive assistance in the course of all academic activities. Youth workers shall be included in classroom activities to the maximum extent possible and shall work cooperatively with all education staff.
- G. Dispense all medication to the youth.
- H. Notify the Second Party School Administrator of any grievance involving the educational staff. Each agency will address the grievance according to their respective policy and procedures. If a mutually acceptable resolution is not reached within the timelines of the respective policies and procedures, the following action shall be initiated:

Step 1. The Department Regional Administrator and Second Party designee, who is not the School Administrator, will meet to discuss, clarify, and resolve the matter. This resolution will be formalized in writing and conveyed to the Facility Superintendent and Second Party School Administrator. If the matter cannot be resolved, the following action shall be initiated.

Step 2. The Department Regional Director and the Second Party Superintendent or designee, who is not the School Administrator, will meet within 10 working days. They will review the grievance, interview the individuals they deem appropriate and reach a resolution. This resolution will be formalized in writing and conveyed to the Facility Superintendent and Second Party School Administrator.

- I. Assure appropriate DJJ staff attends educational meetings relative to the development or review of educational services for individual youth (i.e., Admissions and Release Committee (ARC) meetings).
- J. Assure educators are assigned to treatment teams and a minimum of one educator attends each treatment team meeting scheduled during the 210 instructional days. The educator will be an active participant in the development of each youth's initial Individual Treatment Plan (ITP) and attend weekly treatment team meetings to address youth's progress and transition needs.
- K. Provide technical assistance through Education Branch staff.
- L. Collaboratively develop with the local school district staff a code of acceptable school behavior and disciplinary measures that are consistent with the facility behavior management system.
- M. Participate on the interview panel for the hiring of any educational staff for the program
- N. Provide input to the school district staff person evaluating individual education staff based on district evaluation criteria.

- O. Refuse an educational staff entry to a facility if they are found to be in violation of the Department's Code of Conduct or Code of Ethics policies and procedures.
- P. Schedule facility management team meetings, whenever possible, to allow the school administrator the opportunity to attend.
- Q. Provide safety inspections at regular intervals.
- R. Consider the school calendar in the timing of discharge of youth from facility, whenever possible.
- S. Provide youth Internet access only in DJJ instructional setting with DJJ Proxy Server in place.
- T. Connect local school district technology staff with the Commonwealth Office of Technology for assistance with providing certified and classified education staff access to the local school district server through the DJJ Proxy Server.
- U. Through use of the DJJ Proxy Server and the Information Systems Branch, ensure that Sexually Explicit Material are not available via any video or computer system, software or hardware product, or internet service in any areas and programs of Department of Juvenile Justice.

FIRST PARTY: Department of Juvenile Justice
Name of Agency

APPROVED:

BY: Hasan Davis
DJJ Commissioner Signature

DATE: 6/4/2013

SECOND PARTY: _____
Name of Agency

APPROVED:

BY: _____
Signature

TITLE: _____

DATE: _____