



***Kentucky Educational Collaborative For State Agency Children (KECSAC)***  
***Eastern Kentucky University***  
***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 (administered by the Eastern Kentucky University, College of Education) 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 2014-2015 Interagency Agreement between the school district and treatment program (not required for Department of Juvenile Justice programs).
- **ATTACHMENT 7** - A Program Improvement Plan (PIP).
- **ATTACHMENT 8** - Implementation and Impact Check, based upon 2013-2014 Program Improvement Plan.
- **ATTACHMENT 9** - A Student Transition Plan (STP).

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

State Agency Children as defined in KRS 158.135 are:

1. (a). Those children of school age committed to or in the custody of the Cabinet for Families and Children and placed, or financed by the cabinet, in a Cabinet for Families and Children 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 Families and Children in a private facility pursuant to child care 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 mentally retarded; and
3. Those children committed to or in custody of Department of Juvenile Justice, and placed in a department operated or contracted facility or program.

The passage of SB260 in 1992 envisioned KECSAC as serving youth in state operated or contracted residential and day treatment programs. With the passage of HB826 in 1994, a diverse array of treatment programs were brought under the SAC definition. With the passage of HB117 in 1996, KECSAC services were extended to youth under the care of the Department of Juvenile Justice. For the purposes of this MOA and the operation of SAC education programs, the following definition of on-site education programs is provided:

**Definition of On-Site Education Programs**

An on-site state agency children education program exists when more than fifty percent (50%) of the eligible state agency children in the program are provided with educational services at the treatment program by a local school district on December 1st.

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 at Eastern Kentucky University, prior to September 15, 2014. KECSAC and University officials will affix final signatures 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.

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 and direct all inquiries to:

**KECSAC  
104 Case Annex  
Eastern Kentucky University  
521 Lancaster Avenue  
Richmond, KY 40475  
Phone (859) 622-6552  
Fax (859) 622-8051**

**MEMORANDUM OF AGREEMENT**  
**Kentucky Educational Collaborative For State Agency Children**  
**Eastern Kentucky University**  
**Fiscal Year 2015**  
**(July 1, 2014 - June 30, 2015)**

**I. INTRODUCTION**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between The Kentucky Educational Collaborative for State Agency Children (KECSAC), Eastern Kentucky University, (hereinafter called the FIRST PARTY), a non-profit educational institution, 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 **Louisville Day Treatment** a 210 day instructional program that includes a traditional instructional school calendar that is 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, 2014, with an end date of June 30, 2015. 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 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 – Jefferson County 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 **Jefferson County 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 15. 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.
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. SECOND PARTY shall send such notification to FIRST PARTY at:

KECSAC  
104 Case Annex  
Eastern Kentucky University  
521 Lancaster Avenue  
Richmond, KY 40475

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 the 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 30<sup>th</sup> 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 30<sup>th</sup>, up to 50% if the program closed on or before December 31<sup>st</sup> and up to 75% if the program closed on or before April 30<sup>th</sup>.
4. 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.

## **VII. RENEWAL**

The parties hereby understand that each education program may be renewed for additional periods under these terms as may be mutually agreed upon 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.
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 12, 2014**

**Spring Statewide Meeting:                      March 6, 2015**

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 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 27, 2014**. 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®.
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 703 KAR 5:040.

15. Shall, at on-site education programs, develop portfolios consistent with the content requirements of the state's assessment program. Shall send the state agency child's portfolio to the receiving school as part of the education records when youth transition from a program.
16. 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.
17. 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.
18. Shall prepare an Educational Passport as required by KRS 158.137 and 605.110(3)(e).
19. 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.
20. 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.
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 to 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. 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 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 2013-2014 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.





## **ATTACHMENT 1**

### **Kentucky Educational Collaborative For State Agency Children Budget For 2015 Fiscal Year July 1, 2014 - June 30, 2015**

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.**

**ATTACHMENT 2**  
**Comprehensive Budget For 2015 Fiscal Year**  
**July 1, 2014 - June 30, 2015**

All budget information must be complete and accurate for each KECSAC program within the school district. The proposed budget was tentatively approved by the school board on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and approved as to form and classification by the school district's finance officer on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The following budget is adopted for **Louisville Day Treatment** the Fiscal Year for \_\_\_\_\_ and the amounts stated are appropriated for the purposed indicated for the **Louisville Day Treatment**.

<b>Federal Programs Allocation FY15</b>	
Title I, Part A	\$
Title I Part D, Subpart 2 Neglected & Delinquent	\$
Title I School Improvement	\$
Title I Part B Even Start	\$
Title I Part B Reading First	\$
Title I Part C Migrant	\$
Stewart B. McKinney Homeless	\$
Title II, Part A, Teach Quality	\$
Title I, Part D, Education Technology	\$
Title II, Part D, Education Technology-Competitive	\$
Title III Limited English Proficiency	\$
Title III Immigrant	\$
Title IV Part A Safe & Drug Free Schools	\$
Title IV Part B, 21 <sup>st</sup> Century	\$
Title V, Innovation Strategies	\$
Title VI Rural & Low Income	\$
IDEA B Basic Plus Capacity & Improvement	\$
IDEA B Preschool	\$
Federal Jobs for America's Graduates (JAG)	\$
Services Learning	\$
Title II C Perkins	\$
Other:	\$
<b>Total</b>	<b>\$</b>

<b>State Programs Allocation FY15</b>	
General Funds	\$
Local Tax Dollars	\$
Family Resources Youth Service Centers	\$
Gifted talented	\$
Extended School Services	\$
Preschool	\$
Professional Development	\$
Textbooks	\$
Safe Schools	\$
KECSAC	\$
Read to Achieve	\$
Dropout Prevention	\$
Community Education	\$
Local Area Vocational	\$
20% Vocational Funds	\$
Commonwealth School Improvement	\$
Elementary Arts & Humanities	\$
Math, Achievement Fund	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
<b>Total</b>	<b>\$</b>

**ATTACHMENT 3**  
**2014-2015 School Calendar for Jefferson County School District and Louisville Day Treatment**  
**210 Instructional Days / 230 Total Days**

	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	Inst. Days	Extended Days	Non-Inst Days	Vac Days	Total Days																									
July 2014		7/1	7/2	7/3	7/4	7/7	7/8	7/9	7/10	7/11	7/14	7/15	7/16	7/17	7/18	7/21	7/22	7/23	7/24	7/25	7/28	7/29	7/30	7/31		0	0	0	0																					
Aug					8/1	8/4	8/5	8/6	8/7	8/8	8/11	8/12	8/13	8/14	8/15	8/18	8/19	8/20	8/21	8/22	8/25	8/26	8/27	8/28	8/29		0	0	0	0																				
Sept	9/1	9/2	9/3	9/4	9/5	9/8	9/9	9/10	9/11	9/12	9/15	9/16	9/17	9/18	9/19	9/22	9/23	9/24	9/25	9/26	9/29	9/30				0	0	0	0	0																				
Oct			10/1	10/2	10/3	10/6	10/7	10/8	10/9	10/10	10/13	10/14	10/15	10/16	10/17	10/20	10/21	10/22	10/23	10/24	10/27	10/28	10/29	10/30	10/31		0	0	0	0																				
Nov	11/3	11/4	11/5	11/6	11/7	11/10	11/11	11/12	11/13	11/14	11/17	11/18	11/19	11/20	11/21	11/24	11/25	11/26	11/27	11/28						0	0	0	0	0																				
Dec	12/1	12/2	12/3	12/4	12/5	12/8	12/9	12/10	12/11	12/12	12/15	12/16	12/17	12/18	12/19	12/22	12/23	12/24	12/25	12/26	12/29	12/30	12/31			0	0	0	0	0																				
Jan 2015				1/1	1/2	1/5	1/6	1/7	1/8	1/9	1/12	1/13	1/14	1/15	1/16	1/19	1/20	1/21	1/22	1/23	1/26	1/27	1/28	1/29	1/30		0	0	0	0	0																			
Feb	2/2	2/3	2/4	2/5	2/6	2/9	2/10	2/11	2/12	2/13	2/16	2/17	2/18	2/19	2/20	2/23	2/24	2/25	2/26	2/27						0	0	0	0	0	0																			
Mar	3/2	3/3	3/4	3/5	3/6	3/9	3/10	3/11	3/12	3/13	3/16	3/17	3/18	3/19	3/20	3/23	3/24	3/25	3/26	3/27	3/30	3/31				0	0	0	0	0	0																			
April			4/1	4/2	4/3	4/6	4/7	4/8	4/9	4/10	4/13	4/14	4/15	4/16	4/17	4/20	4/21	4/22	4/23	4/24	4/27	4/28	4/29	4/30		0	0	0	0	0	0																			
May					5/1	5/4	5/5	5/6	5/7	5/8	5/11	5/12	5/13	5/14	5/15	5/18	5/19	5/20	5/21	5/22	5/25	5/26	5/27	5/28	5/29		0	0	0	0	0	0																		
June	6/1	6/2	6/3	6/4	6/5	6/8	6/9	6/10	6/11	6/12	6/15	6/16	6/17	6/18	6/19	6/22	6/23	6/24	6/25	6/26	6/29	6/30				0	0	0	0	0	0	0																		
	Total Days MUST Equal 230 or More:																					0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Instructions:** Please fill out the calendar by using the following letters to indicate the type of day for the program. The calendar must be approved by KDE.

A=Administrative Days/No School    I=Instructional (177 Days)    E=Extended KECSAC (33 Days)    O=Opening Day    C=Closing Day

H=Holidays    PD=Professional Development Days    V=Vacation Day    M=Make Up Day

## **ATTACHMENT 4**

### **Make Up Day Plan**

Include a plan with your MOA for making up any of the 210 instructional days missed due to inclement weather or other district planned events.

Programs will be asked to:

- Have a schedule that is consistent with the contracted school district.
- Be responsible for meeting the KDE approved educational calendar and the extended educational calendar days necessary to meet the 210 educational days required by 505 KAR 1:080. A minimum of four (4) hours of direct instruction is required for each of the extended school days. "Banked" time may not be used to fulfill the extended days. Students enrolled in a KECSAC program are required to attend the extended school days.
- Follow the inclement weather schedule with the contracted school district.
- Take a proactive approach and plan for additional instructional days and plan for at least ten (10) of those days for inclement weather. For example, a day treatment cannot open for an instructional day when a school district has closed due to inclement weather; however, professional development for teachers can be coordinated and planned for those unexpected days in order to meet the 210 instructional days.
- Submit the school district approved inclement weather plan with the approved KDE school calendar email (Attachment 3).

# ATTACHMENT 5

## State Agency Children SEEK Calculation Worksheet 2014-2015 School Year

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

School District: Jefferson County School District

Name of Treatment Program: Louisville Day Treatment School Code: \_\_\_\_\_

A.	Projected 2014-2015 School Year Average Daily Attendance (ADA)	_____	
B.	Projected Base SEEK \$3,911 x ADA		\$ _____
C.	Projected At-Risk Add-on \$3,911 x 0.15 x ADA for residential & group home youth*		\$ _____
D.	December 1, 2013 Child Count: Severe (Low) _____ Moderate _____ Speech (High) _____		
	D1. Projected Low Incidence Add-On <sup>1</sup>	\$3,911 x 2.35 = \$9,190.85 x 12-1-13 Child Count	\$ _____
	D2. Projected Moderate Incidence Add-On <sup>2</sup>	\$3,911 x 1.17 = \$4,575.87 x 12-1-13 Child Count	\$ _____
	D3. Projected High Incidence Add-On <sup>3</sup>	\$3,911 x 0.24 = \$938.64 x 12-1-13 Child Count	\$ _____
E.	Total Projected SEEK for 2014-2015 School Year		\$ _____
	SEEK Funds to be provided by Kentucky Department of Education		\$ _____
	State Ratio** _____ x Total Projected SEEK (Line E)		\$ _____

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

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

<sup>1</sup>Low Incident Disabilities, 2.35 weight - Functional Mental Disability, Hearing Impairment, Emotional-Behavioral Disability, Visual Impairment, Multiple Disabilities, Deaf-Blind, Autism, and Traumatic Brain Injury;  
<sup>2</sup>Moderate Incident Disabilities, 1.17 weight - Mild Mental Disability, Orthopedic Impairment or Physically Disabled, Other Health Impaired, Specific Learning Disabilities, and Developmental Delay;  
<sup>3</sup>High Incident Disability, 0.24 weight - Communication Disorders of Speech or Language.

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

**ATTACHMENT 6**  
**2014-2015 Interagency Agreement between School District**  
**And Treatment Program**

A current Interagency Agreement between **Jefferson County School District** and each contracted program for Cabinet for Health and Family Services should be attached and returned with the MOA. A sample copy of an interagency agreement can be found at [www.kecsac.eku.edu](http://www.kecsac.eku.edu), under Documents.

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

**DJJ Interagency Agreements are provided to us by DJJ and do not need to be included with the MOA.**

## **ATTACHMENT 7**

### **Program Improvement Plan**

Per the Kentucky Board of Education (April 6, 2005), all KECSAC programs are required to submit an updated Program Improvement Plan for the academic year. This plan should be based on CATS data, KECSAC program improvement visits and other surveys or data collected by individual programs. In addition, the Program Improvement Plan should be specific to the individual program and address the educational needs of state agency children.

## **ATTACHMENT 8**

### **Implementation and Impact Check**

As part of the Program Improvement Planning process, KECSAC is requiring each program to complete an Implementation and Impact Check Report based upon the submitted 2013-2014 Program Improvement Plan. The report should include updates on the goals set from the previous academic year.



## **ATTACHMENT 9**

### **Student Transition Plan**

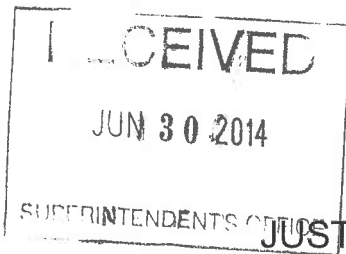
KECSAC programs are required to submit a Student Transition Plan (STP) for the 2014-2015 academic year. The STP should outline the program's procedures for transitioning state agency children from one educational program to the next instructional or vocational setting. The STP shall comply with the transition plan and service requirements of the Individual with Disabilities Education Act (IDEA), enacted as 20 USC 1200 to 1491o, and 707 KAR 1:220 for students with educational disabilities.

The Student Transition Plan shall include procedures that address the transfer of student educational records.

505 KAR 1:080 stipulates that the last school or district a state agency youth attends prior to placement in a state agency program shall be responsible for forwarding the educational records to the state agency program within five (5) school days of receipt of the request.

The school administer shall ensure that the educational records of state agency children are forwarded to the receiving school within five (5) school days following the release of the youth from the treatment facility.

(Please refer to KECSAC policies 04.2 and 04.21 regarding Records and the Educational Passport.)



## JUSTICE AND PUBLIC SAFETY CABINET

Steven L. Beshear  
Governor

### Department of Juvenile Justice

1025 Capital Center Drive, 3<sup>rd</sup> Floor  
Frankfort, Kentucky 40601-8205  
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J. Michael Brown  
Secretary

Bob D. Hayter  
Acting Commissioner

June 25, 2014

Dr. Donna Hargens  
Jefferson County School District  
3332 Newburg Road  
Louisville, Kentucky 40232

Enclosed are the 2014-2015 Interagency Agreements (IA) between the Department of Juvenile Justice and Jefferson County School District for education services for youth committed to, or in the custody of, the Department at both the Audubon Youth Development Center and the Louisville Day Treatment. Signed agreements for the current year are required prior to the entering into a Memorandum of Agreement with the Kentucky Educational Collaborative for State Agency Children (KECSAC) per KECSAC regulations.

Please review, sign, and return both agreements with original signature to *Shannon Jett, Department of Juvenile Justice, Education Branch, 1025 Capital Center Drive, Third Floor, Frankfort, Kentucky 40601*. KECSAC will be notified of the signed agreement.

The Department is looking forward to sharing the responsibility of providing services to our youth this year. Thank you for your cooperation and continued support.

Sincerely,

Bob D. Hayter  
Acting Commissioner

Enclosures

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

This agreement, made and entered into as of the 1<sup>st</sup> day of July, 2014, 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

**Jefferson County School District**

(Name of Second Party)

**3332 Newburg Road, Louisville, Kentucky 40232**

(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 **Jefferson 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. Ensure that Career Majors and Learning Styles are displayed within the classroom area.
  - O. 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.
  - P. Require education staff to develop and follow written lesson plans with consideration given to the educational and vocational learning needs of each youth.
  - Q. 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.

- R. 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.
- S. Assure youth earn grades and credits towards a diploma while pursuing a GED.
- T. Review and revise, as needed, the Individual Learning Plan (ILP) for each youth and write an Individual Education Program (IEP) for youth with an educational disability using results of educational and vocational assessments.
- U. Assist in integrating the youth's Individual Learning Plan (ILP) and, if applicable, the Individual Education Program (IEP) with the youth's Individual Treatment Plan (ITP).
- V. Update the Individual Learning Plan (ILP) 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.
- W. 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.
- X. 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.
- Y. Assure each youth is included in district wide, end-of-course, and statewide assessments.
- Z. Include the program in the school district textbook revision plan.
- AA. Provide necessary instructional materials and specialized equipment that meet minimum state education standards (including computers).
- BB. 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.
- CC. 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.
- DD. 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).
- EE. Adhere to the Department's Education Policy and Procedures. (Appendix B)
- FF. 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.
- GG. Ensure that each certified and classified education staff member submits a signed Confidentiality Agreement to the facility superintendent.

- HH. Adhere to and cooperate with the pursuit of accreditation standards to which the Department is subject.
- II. 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.
- JJ. 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.
- KK. Participate fully in the monitoring of this agreement.
- LL. 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.
- MM. Assure the facility superintendent/designee is invited to participate on the interview panel for the hiring of any educational staff for the program.
- NN. Seek input from the facility superintendent when evaluating individual education staff based on district evaluation criteria.
- OO. Participate on the interview panel for the hiring of any rehabilitation instructor or vocational staff for the program.
- PP. Assure the school administrator/designee attends the facility management team meetings.
- QQ. 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).
- RR. Assure staff obtains required training per Department standards.
- SS. Assure certified and classified staff complies with the school district acceptable use policy for Internet usage.
- TT. Assure no DJJ youth is permitted access to e-mail.
- UU. Assure Internet access in classrooms is supervised and purposeful for the completion of academic/vocational learning objectives.
- VV. Provide youth Internet access only in a DJJ classroom with DJJ Proxy Server in place.
- WW. 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.
- XX. 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.

YY. 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:

Bob D. Hay  
DJJ Commissioner Signature

DATE:

6/24/14

SECOND PARTY: \_\_\_\_\_

Name of Agency

APPROVED:

BY: \_\_\_\_\_

Signature

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_


## APPENDIX A

Department of Juvenile Justice

DJJ Day Treatment Programs

Library Services Policy

DJJ 344

	<b>JUSTICE CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES:</b> 505 KAR 1:110 3-JTS-5E-01—06 1-JBC-5E-01—03
<b>CHAPTER:</b> Program Services	<b>AUTHORITY:</b> KRS 15A.065	
<b>SUBJECT:</b> Library Services		
<b>POLICY NUMBER:</b> DJJ 344		
<b>TOTAL PAGES:</b> 2		
<b>DATE ISSUED:</b> July 15, 2005	<b>EFFECTIVE DATE:</b> 02/03/06	
<b>APPROVAL:</b> Bridget Skaggs Brown	, COMMISSIONER	

#### I. POLICY

Library services shall be provided and made available to youth in DJJ programs.

#### II. APPLICABILITY

This policy shall apply to day treatment programs, group homes and youth development centers.

#### III. DEFINITION

Not Applicable

#### IV. PROCEDURES

- A. DJJ programs shall maintain a library or have organized participation in a local library service. Local libraries or bookmobile services shall be accessed as appropriate.
- B. The School Administrator or designee for day treatment programs and youth development centers shall have primary responsibility for the oversight and coordination of on-site library services. In youth development centers, this responsibility shall include having available a qualified person to coordinate and supervise library services, including matters such as selection and acquisition of new material. Superintendents of group homes shall assign responsibility for the oversight and coordination of library services to a staff member.
- C. Library materials shall be selected to meet the educational, informational, and recreational needs of youth. The following guidelines shall assist in defining the principals, purposes and criteria used in the selection and maintenance of library materials:


## APPENDIX B

Department of Juvenile Justice

Day Treatment Programs

Education Policy and Procedures

334.1, 335.1, 339.1, 342.1

	<b>JUSTICE CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES:</b> 505 KAR 1:110 1-JDTP-3D-01—03, 05, 07, 16, 21—23
<b>CHAPTER: Program Services</b>	<b>AUTHORITY: KRS 15A.065</b>	
<b>SUBJECT: Day Treatment: Educational Programming, Assessment, and Transition</b>		
<b>POLICY NUMBER: DJJ 334.1</b>		
<b>TOTAL PAGES: 4</b>		
<b>DATE ISSUED: July 15, 2005</b>	<b>EFFECTIVE DATE: 02/03/06</b>	
<b>APPROVAL: Bridget Skaggs Brown</b>		<b>, COMMISSIONER</b>

## I. POLICY

Educational services, operating in compliance with Federal and state laws and regulations, shall be provided to youth in day treatment programs through written agreement with local school districts or private or public providers and with the Cabinet for Workforce Development, Department for Technical Education.

## II. APPLICABILITY

This policy shall apply to all DJJ operated and contracted day treatment programs.

## III. DEFINITION

- A. "Individual Education Program (IEP)" means a written statement for a youth with a disability that is developed, reviewed and revised in accordance with the Individuals with Disabilities Education Act (IDEA) and 707 KAR 1:320.
- B. "Individual Graduation Plan (IGP) or Career Transition Plan" means a plan that establishes a course through required academic coursework and elective choices leading to successful transitions to post-secondary options. The IGP is developed by the time the youth enters high school and is reviewed annually and approved by the youth, parents or guardian and school officials.
- C. "Individual Plan of Instruction (IPI)" means the educational instructional program required for each DJJ youth.
- D. "Individual Treatment Plan (ITP)" means a social and behavioral intervention plan, including the plan for educational instruction, that is developed for each state agency youth being served by a treatment institution or facility.

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#### IV. PROCEDURES

- A. DJJ staff shall be responsible for reviewing the contents of the written agreement for educational services with DJJ operated or contracted day treatment staff.
- B. Educational services shall be made available to each youth upon admission and shall be constructed on an open entry – open exit basis.
- C. Educational services shall be provided at no cost to the youth.
- D. Educational services shall be individualized to meet the assessment, educational, rehabilitative, and developmental instructional needs of each youth.
- E. Necessary instructional materials and specialized equipment that meets minimum state education standards (including computers) shall be provided by the school district, or by DJJ per written agreement.
- F. Vocational and educational assessments shall be completed within twenty-one (21) calendar days of the youth's admission if previous results are not available.
- G. The results of educational and vocational assessments shall be used as a basis for the initial development and periodic reviews/revisions of an integrated IPI, IEP if applicable, ITP, IGP and aftercare plan. Available social history information and the results of medical and mental health screening conducted by DJJ staff shall be shared with the school administrator or designee to the extent permissible by law.
- H. All youth fourteen years or older who enter a DJJ operated or contracted day treatment program without a previously administered vocational assessment shall be administered vocational assessments of aptitude, interest inventory and learning and working styles. The results shall be used:
  1. To determine youth's vocational aptitude and interests, learning and working styles and Career Major;
  2. To assist DJJ and educational staff as they integrate academic, vocational and work assignments and treatment goals;
  3. To assist DJJ and educational staff as they communicate with youth;

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4. To develop or review and revise if necessary each youth's Individual Graduation Plan (IGP) and Aftercare Plan; and
  5. To provide each youth with workplace readiness skills.
- I. DJJ and school staff shall participate jointly in the development, review and revision of the youth's ITP, IPI, the IEP, if applicable, and transition plan.
  - J. The IPI and IEP, when applicable, shall be integrated with the ITP and completed within twenty-one (21) calendar days of admission. It is the responsibility of the superintendent of a DJJ operated day treatment program, or the program administrator of a contracted day treatment program, and the school administrator to see that this is accomplished.
  - K. DJJ staff that suspect a youth may have an educational disability shall make a referral to the school administrator.
  - L. DJJ youth workers shall provide supervision and supportive assistance in the course of academic activities. Youth workers shall be included in classroom activities to the maximum extent possible and shall work cooperatively with all education staff.
  - M. The superintendent of a DJJ operated day treatment program, or the administrator of a contracted day treatment program, shall ensure that work programs and disciplinary measures for youth do not interfere with educational programming.
  - N. The superintendent of a DJJ operated day treatment program, or the program administrator of a contracted day treatment program, and the school administrator shall develop a code of acceptable school behavior and disciplinary measures which contains: the type of behavior expected from the youth; the consequences of failure to obey the standards; and the importance of the standards in maintaining a safe learning environment. This code shall be implemented without partiality or discrimination.
  - O. The code of acceptable school behavior shall be incorporated in the Orientation Handbook and reviewed with each youth. A copy of the Orientation Handbook shall be posted at the school site. All DJJ and education staff shall be provided copies of the Handbook.
  - P. Discipline of youth shall be in accordance with DJJ disciplinary policies and procedures, i.e., disciplinary approaches that humiliate, dehumanize, or in any way emotionally or physically

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abuse the youth, including sarcasm, name-calling, cursing, or other verbally abusive methods shall not be permissible.

- Q. Youth who demonstrate behavior so disruptive that they must be removed from the classroom shall be under supervision of staff until readmitted to the classroom. Supervision shall comply with procedures outlined in DJJPP 318.1, Section IV.K (8).
- R. DJJ shall provide or approve training for local school district staff to assure discipline of youth is in accordance with DJJ disciplinary policy and procedures. Appropriate classroom management techniques to carry out the disciplinary code shall be utilized.

#### V. MONITORING MECHANISM

The DJJ Education/Quality Assurance Branch Manager or designee, the Regional Day Treatment Manager, the superintendent of a DJJ operated day treatment program or the administrator of a contracted day treatment program and the school administrator shall monitor these activities. Monitoring shall be conducted at least annually.



	<b>JUSTICE CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES: 505 KAR 1:110 1-JDTP-1E-07</b>
<b>CHAPTER: Program Services</b>	<b>AUTHORITY: KRS 15A.065</b>	
<b>SUBJECT: Day Treatment Education Records</b>		
<b>POLICY NUMBER: DJJPP 335.1</b>		
<b>TOTAL PAGES: 2</b>		
<b>DATE ISSUED: July 15, 2005</b>	<b>EFFECTIVE DATE: 02/03/06</b>	
<b>APPROVAL: Bridget Skaggs Brown</b>	<b>, COMMISSIONER</b>	

#### **I. POLICY**

Federal and state laws and regulations shall govern the confidentiality, maintenance, handling, and access of educational records.

#### **II. APPLICABILITY**

This policy shall apply to all DJJ operated and contracted day treatment programs.

#### **III. DEFINITIONS**

Not Applicable

#### **IV. PROCEDURES**

- A. DJJ may assist education staff in obtaining education records when feasible.
- B. Individual Client Records shall include academic information.
- C. No person, including school personnel, authorized to obtain records pursuant to KRS Chapter 600 to 645 shall obtain or attempt to obtain records to which he is not entitled or for purposes for which he is not permitted to obtain.
- D. No person, including school personnel, not authorized to obtain records pursuant to KRS Chapter 600 to 645 shall obtain or attempt to obtain records which are made confidential pursuant to KRS Chapter 600 to 645 except upon proper motion to a court of competent jurisdiction.
- E. No person shall destroy or attempt to destroy any record that is required to be kept unless the destruction is permitted by state

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law and is authorized by the court upon proper motion and good cause for the destruction being shown.

- F. Release of the youth's Individual Client Record, including behavior management, medical, dental, mental, or psychological reports is prohibited unless presented as evidence in court. No person, including school personnel, shall disclose any report or information contained therein except as permitted by specific order of the court.

(NOTE: Reports from any evaluations or reevaluations to determine if a youth has a suspected disability become part of the youth's due process record and shall be released to the next agency providing education services.)

#### V. MONITORING MECHANISM

The DJJ Education/Quality Assurance Branch, the Regional Director, the Superintendent of the DJJ operated day treatment program or the program administrator of a contracted day treatment program, and the school administrator shall monitor these activities. Monitoring shall be conducted at least annually.

	<b>JUSTICE CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES: 505 KAR 1:110 1-JDTP-3D-04</b>
<b>CHAPTER: Program Services</b>		<b>AUTHORITY: KRS 15A.065</b>
<b>SUBJECT: Day Treatment Instructional Staffing</b>		
<b>POLICY NUMBER: DJJPP 339.1</b>		
<b>TOTAL PAGES: 2</b>		
<b>DATE ISSUED: July 15, 2005</b>		<b>EFFECTIVE DATE: 02/03/06</b>
<b>APPROVAL: Bridget Skaggs Brown</b>	<b>, COMMISSIONER</b>	

## I. POLICY

The Department of Juvenile Justice shall insure that educational staffing for DJJ operated or contracted day treatment programs is in compliance with federal and state laws and regulations through written agreements with local school districts or private or public providers.

## II. APPLICABILITY

This policy shall apply to all DJJ operated and contracted day treatment programs.

## III. DEFINITIONS

Not Applicable

## IV. PROCEDURES


- A. DJJ staff shall be responsible for reviewing the contents of the written agreement for educational services with DJJ operated or contracted day treatment staff.
- B. The superintendent of a DJJ operated day treatment program or the administrator of the contracted day treatment program shall meet annually with the school administrator to plan for the next school year's teaching staff needs.
- C. The superintendent of a DJJ operated day treatment program or the administrator of a contracted day treatment program shall have the opportunity to participate in interviews when the local school district hires day treatment education staff.
- D. The superintendent of a DJJ operated day treatment program or DJJ designee, or the administrator of a contracted day treatment

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program or designee, shall provide program orientation to all new educational personnel prior to working with the youth. The orientation shall include DJJ policies and procedures regarding personal conduct, supervision of youth, special incident reporting and other relevant laws and regulations that apply.

#### V. MONITORING MECHANISM

The DJJ Education/Quality Assurance Branch Manager or designee, the Regional Day Treatment Manager, the superintendent of a DJJ operated day treatment program or the program administrator of a contracted day treatment program and the school administrator shall monitor these activities. Monitoring shall be conducted at least annually.

	<b>JUSTICE CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES: 505 KAR 1:110</b>
<b>CHAPTER: Program Services</b>		<b>AUTHORITY: KRS 15A.065</b>
<b>SUBJECT: Day Treatment Evaluation of Educational Programming</b>		
<b>POLICY NUMBER: DJJPP 342.1</b>		
<b>TOTAL PAGES: 2</b>		
<b>DATE ISSUED: July 15, 2005</b>		<b>EFFECTIVE DATE: 02/03/06</b>
<b>APPROVAL: Bridget Skaggs Brown</b>	<b>, COMMISSIONER</b>	

#### **I. POLICY**

There shall be an education plan with measurable objectives for each DJJ operated and contracted day treatment program.

#### **II. APPLICABILITY**

This policy shall apply to all DJJ operated and contracted day treatment programs.

#### **III. DEFINITIONS**

Not Applicable

#### **IV. PROCEDURES**

- A. The superintendent of a DJJ day treatment program or the administrator of a contracted day treatment program, the school administrator and a local school district representative, if available, shall collaboratively develop an annual education plan with measurable objectives. The plan shall include the responsibilities of each party in the provision of the education program in a DJJ operated or contracted day treatment program.
- B. The superintendent of a DJJ day treatment program or the administrator of a contracted day treatment program, the school administrator and a local school district representative, if available, shall annually evaluate the effectiveness of the education plan against the stated objectives.
- C. The superintendent of a DJJ day treatment program or the administrator of a contracted day treatment program shall submit

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the annual evaluation of the education plan to the DJJ Education/Quality Assurance Branch Manager for review.

#### V. MONITORING MECHANISM

The DJJ Education/Quality Assurance Branch Manager or designee, the Regional Day Treatment Manager, the superintendent of a DJJ operated day treatment program or the administrator of a contracted day treatment program and the school administrator shall monitor these activities. Monitoring shall be conducted at least annually.

## **APPENDIX C**

**DJJ Day Treatments**

**DJJ 102 Code of Ethics**

**DJJ 104 Code of Conduct**



JUSTICE AND PUBLIC  
SAFETY CABINET  
DEPARTMENT OF  
JUVENILE JUSTICE  
POLICY AND  
PROCEDURES

REFERENCES:

3-JTS-1A-29; 1C-17, 23, 24  
3-JDF-1A-33; 1C- 15, 21, 22  
3-JCRF-1A-20, 21; 1C-05, 17  
1-JDTP-1A-26; 1C-18, 24, 25  
1-JBC-1A-25; 1C-14, 19, 20  
4-JCF-6F-01, 6G-06

CHAPTER: Administration	AUTHORITY: KRS 15A.065
SUBJECT: Employee Code of Ethics	
POLICY NUMBER: DJJ 102	
TOTAL PAGES: 3	
DATE ISSUED: 11/16/09	EFFECTIVE DATE: 11/16/09
APPROVAL: J. Ronald Haws	COMMISSIONER

I. POLICY

The Department expects of its staff honesty, integrity, respect for the dignity and individuality of human beings, and a commitment to professional and compassionate service. The Department supports a drug-free workplace.

II. APPLICABILITY

This policy shall apply to all employees of the Department of Juvenile Justice.

III. DEFINITIONS

Not Applicable

IV. PROCEDURES

- A. Staff shall respect and protect the civil and legal rights of all youth in the care or custody of the Department.
- B. Staff shall serve each youth with appropriate concern for their welfare and with no purpose of personal gain.
- C. Relationships with colleagues shall be of such character to promote mutual respect within the profession and improvement of its quality of service.
- D. Staff shall respect the importance of all elements of the criminal justice system and cultivate professional cooperation with each segment.
- E. Staff shall respect and protect the right of the public to be safeguarded from criminal activity.
- F. Each staff shall maintain the integrity of private information. Staff shall neither seek personal data beyond that needed to perform their responsibilities nor reveal case information to anyone not having professional use for such. Information regarding youth



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or persons seeking treatment shall be kept confidential under the provisions of KRS 610.320, 610.340 and 635.120. All employees, consultants, contract personnel, and volunteers who work with youth or youth records shall sign a confidentiality form as a condition of employment or service.

- G. Staff shall report any corrupt, unethical behavior, or policy violations which may affect either a youth or the integrity of the organization and any abuse or neglect as required by KRS 620.030.
- H. Staff shall not discriminate against any youth, employee, or prospective employee on the basis of religion, race, sex, age, disability, or national origin.
- I. Staff shall be familiar with and understand the Executive Branch Ethics Code (Executive Order 2008-454) and follow this code. Further, the "Guide to the Executive Branch Code of Ethics" published by the Executive Branch Ethics Commission provides additional guidance in this area. DJJ staff are directed to take all available and necessary action to follow these guidelines and avoid even the appearance of unethical conduct.
- J. Staff shall not use their official position to secure privileges for self or others and shall not engage in activities that constitute a conflict of interest.
- K. Staff shall not act in their official capacity in any matter in which they have personal interest that may impair objectivity and create the appearance of conflict of interest.
- L. Staff engaged in outside employment shall obtain from the appropriate Division Director or designee, or the appropriate Deputy Commissioner, written acknowledgement that said employment does not appear to conflict with the employee's official duties.
- M. Political activities of employees shall be in compliance with KRS 18A.140.
- N. Workplace violence, as defined in 101 KAR 2:095(9), shall be prohibited and shall constitute grounds for disciplinary action and referral for criminal prosecution.
- O. All DJJ employees are prohibited from reporting for duty or operating any state vehicle after consuming any amount of an alcoholic beverage. Possession of alcoholic beverages at the work site or the consumption of alcoholic beverages during working hours or prior to operating any state vehicle is strictly prohibited. Any measurable or detectable amount of an alcoholic beverage shall be considered enough to be in violation of this policy. This shall apply to all DJJ employees. The misuse of prescription and non-prescription drugs or use of illegal drugs on state property during working hours or while operating a state vehicle is strictly prohibited. In compliance with the Anti-Drug Abuse Act (P.L. 100-690), employees shall be notified that the unlawful manufacture, distribution, dispensation, possession or use of any controlled substance is strictly prohibited in the


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workplace and any employee found to be in violation shall be subject to disciplinary action for misconduct which may include sanctions up to and including dismissal.

- P. If an employee of DJJ is arrested for or charged with any offense, other than a minor traffic violation (see definition below) they shall notify their immediate supervisor. This report shall be made prior to their next scheduled shift. Being detained does not relieve an employee of the responsibility of providing notice to their supervisor that they will not be reporting to work because of the detention or arrest. If their supervisor is not working, they shall immediately notify the highest level supervisor on duty at their facility or office.
1. The employee shall furnish the supervisor with the name of the charging authority, the city or county where the charges are filed, and the next court date assigned to them. Any supervisor, or acting supervisor, upon notification of an employee being arrested or charged shall notify the Facility Manager, District Supervisor, or Superintendent by email giving all known details of the incident. The supervisor shall, at the same time, also copy the information to their respective Facilities Regional Administrator or Branch Manager and Division Director.
  2. The Division Director shall immediately notify the Deputy Commissioner and the Commissioner by email. If this occurs after office hours and circumstances warrant calling them at home, they shall do that in addition to the email.
  3. Minor traffic violations include things such as a citation for speeding, running a red light, etc. It does not include a charge of Driving Under the Influence. Citations for any criminal offense shall be reported. There is no grace period for complying with this requirement. Failure to comply with this may result in discipline up to and including dismissal.

#### V. MONITORING MECHANISM

Monitoring shall be done by all supervisory personnel on an ongoing basis.

	<b>JUSTICE CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES:</b> 3-JTS-1B-21 3-JDF-1B-21 3-JCRF-1B-17 1-JDTP-1B-19 1-JBC-1B-19 4-JCF-3D-07
<b>CHAPTER: Administration</b>		<b>AUTHORITY: KRS 15A.065</b>
<b>SUBJECT: Employee Code of Conduct</b>		
<b>POLICY NUMBER: DJJ 104</b>		
<b>TOTAL PAGES: 6</b>		
<b>DATE ISSUED: 09/13/10</b>		<b>EFFECTIVE DATE: 09/13/10</b>
<b>APPROVAL: J. Ronald Haws</b>		<b>COMMISSIONER</b>

## I. POLICY

Employees shall conduct themselves in a professional manner. Staff shall be aware that their personal conduct reflects upon the integrity of the agency and its ability to provide services to youth.

## II. APPLICABILITY

This policy shall apply to all employees of the Department of Juvenile Justice. This policy shall apply to contract facilities and programs.

## III. DEFINITIONS

- A. "Contraband" is defined in KRS 520.010(1) and includes, but is not limited to, tobacco, pins, needles, sewing equipment, aerosol cans, toxic cosmetics (such as nail polish remover), modeling glue, cleaning fluids, paints, razors, tools, ropes, chains, extremely toxic house plants, broken articles, drug paraphernalia as defined in KRS 218A.500, any unauthorized written materials, photographs, audio or video recordings, video games, and any other item used to subvert security measures, assist in an escape event, or as indicated by policy and state laws. Any items that are properly authorized for use within a DJJ facility shall be excluded from the above list.
- B. "Dangerous Contraband" is defined in KRS 520.010(3) and means contraband which is capable of use to endanger the safety or security of a detention facility or persons therein, including, but not limited to, dangerous instruments as defined in KRS 500.080, any controlled substance, any quantity of an alcoholic beverage, and any quantity of marijuana, and saws, files, and similar metal cutting instruments. Any items that are properly authorized for use within a DJJ facility shall be excluded from the above list.
- C. "Sexual Contact" is defined in KRS 510.010(7) and means any touching of the sexual or other intimate parts of a person done for the purpose of gratifying the sexual desire of either party.

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#### IV. PROCEDURES

- A. Employees shall arrive and leave work at scheduled times as determined by their supervisor.
- B. Employees shall perform their work assignments competently and in a professional manner. It is the responsibility of each employee to know and act in accordance with Department policy and standard operating procedures.
- C. Employees are required to obey the lawful order or directive of a supervisor. If the order or directive conflicts with an order or directive previously issued by another supervisor, the employee shall make the supervisor aware of the conflict. If the supervisor does not alter the order or directive, the most recent order shall stand and the responsibility shall be assigned to the supervisor issuing the most recent order.
- D. Employees shall remain in their assigned working areas during working hours. Employees shall not disturb or interrupt other employees at their working areas or prevent other employees from carrying out their duties.
- E. Employees are prohibited from entertaining friends or family on the premises of any DJJ office or program except during appropriate scheduled and approved events.
- F. Loud, abusive, or profane language and boisterous and unprofessional conduct shall not be tolerated. Employees shall refrain from making comments which are critical of colleagues or the agency, particularly while in the presence of youth or representatives of youth.
- G. Employees are prohibited from engaging in unwelcome written, verbal, or physical conduct that either degrades, shows hostility, or aversion towards a person on the basis of race, color, national origin, age, sex, religion, disability, marital status, or pregnancy that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an employee's work performance; or 3) creates conditions that may not be sexually offensive in nature, but may lead to a hostile working environment.
- H. State property and equipment shall not be loaned to employees or others for personal use.
- I. All DJJ employees shall be truthful in correspondence and interactions with other DJJ staff, youth, parents, outside agencies, investigators, and in the completion of any type of work-related written documentation (computer-based, hand-written, or typed).

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- J. DJJ staff who work at secure facilities and park their vehicle in a secure, locked parking area are subject to having their vehicle searched. All DJJ facilities, secure parking areas, and offices shall post signs indicating that all vehicles on the premises are subject to search per DJJPP.
- K. Contraband or dangerous contraband is prohibited in DJJ facilities and offices. No employee shall transport contraband of any kind into a DJJ facility. Also, theft of any state property, including, but not limited to, linens, clothing, supplies, or equipment is prohibited. DJJ staff may be subject to a pat down search of their person if they are suspected of theft or of transporting prohibited or dangerous contraband into a DJJ facility or office. The pat down search of an employee shall be conducted only with approval through the chain of command and only in incidents in which there is reasonable suspicion of contraband per DJJPP. A final decision to search shall be made by the highest ranking supervisor present in the facility or office. The DJJ Office of Legal Counsel shall be consulted if there is any question related to the degree of suspicion. Packages, lockers, desk and work areas are subject to search by a supervisor.
- L. Office telephones may only be used during the employee's break or lunch, prior to or after their work time. Cell phones shall be prohibited in areas occupied by youth. Employees are prohibited from allowing youth to use a personal cell phone in any part of the facility. Cell phones may be used during the employee's break or lunch, prior to or after their work time. When required to remain beyond their normal shift, employees may use the telephone or cell phone to notify their families.
- M. Employees are prohibited from sleeping or napping while on duty. Sleeping, lying down, lounging, laying the head down upon a desk or table, or resting in any other position that would give the appearance that the employee is sleeping, is prohibited. Sleeping shall not be allowed in youth areas even on break time, and if observed, may result in disciplinary action up to, and including dismissal. Employees shall be provided sleeping and leisure areas separate from youth residential areas if they are unable to return to their homes when needed to assist in providing twenty-four (24) hour coverage.
- N. Employees shall not be on the premises except during working hours unless approved by their immediate supervisor.
- O. In accordance with KRS 237.110(13), KRS 237.110(14) and KRS 237.115(1) employees are prohibited from possession of firearms, or any other deadly weapon as defined in KRS 500.080(4), on the premises or grounds of any DJJ office, program, treatment facility, or detention center and in any vehicle transporting DJJ youth per DJJPP.

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- P. Employees shall interact with youth on a consistent basis to address individual youth needs and prevent conflicts from becoming unmanageable. Employees shall protect the individual safety of youth and themselves through the use of approved controlling techniques utilizing no more than the absolute amount of force necessary to diffuse a confrontational situation.
- Q. Employees shall take appropriate precautions in dealing with youth to prevent allegations of inappropriate verbal communication, written communications, sexual contact or abuse of any type per DJJP.
- R. Abuse and other mistreatment of youth in the care or custody of the Department shall not be tolerated. Reference DJJP. Persons abusing youth shall be subject to disciplinary action up to and including dismissal under 101 KAR 1:345. Employees suspected of abuse are subject to investigation and prosecution under all applicable laws.
- S. As a representative of the Department, employees shall act in a manner that provides youth with a positive role model.
- T. Employees, volunteers, and contract personnel shall be expected to maintain a professional relationship with youth at all times. The following rules help delineate this relationship and prevent complications in treatment for youth. An employee or volunteer is prohibited from the following actions subject to administrative and criminal disciplinary sanctions:
1. Selling or loaning personal belongings to youth or youth's representative;
  2. Entering into a business relationship or financial transaction with youth or the representatives of a youth;
  3. Giving special privileges to a youth, unless privileges are earned by the youth as part of the treatment plan (Reference DJJP);
  4. Accepting a bribe or payment from a youth or the representatives of a youth for special services rendered to them;
  5. Lending money to a youth or the representatives of a youth;
  6. Entering into a dating or sexual relationship or having sexual contact with an individual who is currently supervised by or committed to DJJ (reference KRS 510.020 (3)(e) regarding consent);
  7. Entering into a dating or sexual relationship or having sexual contact with a youth who was previously supervised by, or in the custody of, DJJ and who is under the age of eighteen (18); or
  8. Entering into a dating or sexual relationship or having sexual contact with any DJJ youth who is eighteen (18) years or older, who has been supervised by DJJ or committed to DJJ within the past two (2) years (for example, if a youth is seventeen (17) years and six (6) months of age when released, an employee could not date the youth until the youth is

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nineteen (19) years and six (6) month of age, or two (2) years after release.)

- U. DJJ recognizes that its employees are persons in a position of authority or position of special trust, as defined in KRS 532.045. DJJ prohibits any employee, regardless of his or her age, from subjecting anyone under the agency's care or custody, with whom he or she comes into contact as a result of his or her position, to sexual contact.
- V. Donations made to programs, including money, property, or material goods shall not be accepted by individual employees without proper authorization of the superintendent or other competent authority. Only donations which are allowable under the code of ethics may be accepted. Donations of money, property, and material goods shall be properly accounted for in facility records.
- W. Employees shall fully cooperate with and not interfere in an investigation conducted by the Office of Investigations (OOI), a DJJ Supervisor, or Ombudsman, subject to Federal and State constitutional protections.
  - 1. Employees shall provide a written or verbal statement in a departmental investigation or when directed by a supervisor. Failure to provide a written statement as requested shall result in a disciplinary action, up to and including dismissal.
  - 2. Employees shall not discuss the investigation with anyone other than OOI staff, a DJJ Ombudsman, or someone within their supervisory chain. Exceptions to this may be made under the direct authorization of the DJJ Commissioner's Office.
- X. Employees are prohibited from having sexual or intimate contact while on state property, in a state vehicle, or while on duty.
- Y. Employees are prohibited from purchasing products for personal use from the agency's contracted vendors at the reduced agency rate. Employees shall also be prohibited from using the DJJ procurement card to make purchases of any kind for personal use.
- V. **STAFF TRAINING**  
 The Division of Program Services shall provide New Staff Training ("NST") for all newly hired staff. This training will include a review of the Employee Code of Conduct and other relevant topics.

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## VI. MONITORING MECHANISM

- A. The Division of Program Services shall have the responsibility of verifying that all NST training is completed and entered into the WebInService Learning System. Training deficiencies shall be reported monthly to affected agency managers for appropriate follow-up.
- B. Department supervisors shall monitor staff conduct for adherence to this policy on a day-to-day basis.