



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

502-869-8000
Fax 502-543-3608
www.bullittschools.org

TO: Mr. Jesse Bacon *JB*
FROM: Mr. Shannon Hall, BAC/ROC/SM Principal *SH*
DATE: July 10, 2018
RE: DJJ Memorandum of Agreement

Dear Mr. Bacon,

Please approve the Department of Juvenile Justice (DJJ) Memorandum of Agreement at the Board meeting on July 23, 2018.

This Interagency Agreement between the Department of Juvenile Justice and Bullitt County Public Schools provides education services for youth committed to, or in the custody of, the Department at the Bullitt Alternative Center.



JUSTICE AND PUBLIC SAFETY CABINET

Matthew G. Bevin
Governor

Department of Juvenile Justice

1025 Capital Center Drive, 3rd Floor
Frankfort, Kentucky 40601-8205
Phone (502) 573-2738
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John C. Tilley
Secretary

Carey D. Cockerell
Commissioner

June 22, 2018

Mr. Keith Davis
Bullitt County School District
1040 Highway 44 East
Shepherdsville, Kentucky 40165

Enclosed are the 2018-2019 Interagency Agreements (IA) between the Department of Juvenile Justice and Bullitt County School District for education services for youth committed to, or in the custody of, the Department at the Bullitt Alternative Center. 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,

Carey D. Cockerell
Commissioner

Enclosures

RECEIVED

JUN 27 2018

BY: BN

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

This agreement, made and entered into as of the 1st day of July, 2018, 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 or Commonwealth, and

Bullitt County School District
(Name of Second Party)

1040 Highway 44 East, Shepherdsville, Kentucky 40165
(Address of Second Party)

_____ referred to as the Second Party or Contractor,

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, responsible, 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 **Bullitt County School District at Bullitt Alternative Center**. 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.

Section 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 one full-time, on-site principal/head teacher is responsible for all aspects of the school program.
- D. Assure that the school administrator submits an organizational chart detailing the lines of supervision, positions, names and titles for each individual employed at the day treatment.
- E. 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.
- F. 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.
- G. Provide 210 instructional days.
- H. Provide students with a minimum of six (6) hours of daily instruction as indicated in KRS 158.060(3); and provide a minimum of four (4) hours of instructional time per day for each day beyond the local school district calendar.
- I. 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. All day treatment programs will operate within the traditional school day to provide the opportunity for peer interactions, extra-curricular school activity involvement and to promote family involvement and supervision outside of the school day.
- J. Assure that procedures are in place to address youth absences from the day treatment.
- K. Develop a program-specific Emergency Procedure plan to address weather and other emergencies and train all staff annually on such procedures.
- L. 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.
- M. Assure the school administrator submits the yearly school calendar and daily school schedule to the DJJ Education Branch Manager by July 1 of each respective year for the next school year.
- N. Make educational services available to each youth upon admission and construct educational services on an open entry – open exit basis.
- O. Prepare an Educational Passport and submit to DJJ as required by KRS 158.137 and 605.110(3)(e). Please see KECSAC Policy 4.21 Educational Passport. Infinite Campus, the electronic student data collection used by the Kentucky Department of Education, may serve as the standard educational passport for state agency children.

- P. Provide instruction based on Kentucky Academic Standards Career and Technical Education Manual, and Kentucky Occupational Skill Standards to meet the individual needs of each youth.
- Q. 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).
- R. Assure that assigned student coursework is aligned with the credit requirements necessary for earning a high school diploma.
- S. Assure that the apportioned annual credit requirements are aligned with the credit requirements and demonstrated competencies as defined in 704 KAR 3:305(2). (Appendix A)
- T. Provide access to library services for the youth. (Appendix B)
- U. Require education staff to develop and follow written lesson plans with consideration given to the educational and vocational learning needs of each youth.
- V. Require education staff to provide instruction that addresses all Learning Styles.
- W. Ensure that Career Clusters and Learning Styles are displayed within the classroom area.
- X. Require education staff to deliver instruction by diverse methods even when learning is primarily achieved through online credit recovery programs. Instruction may include but shall not be limited to groups, teams, hands on learning activities, accelerated teaching, or computerized learning.
- Y. Require education staff to document evidence of a student's level of achievement using local school district's procedural documentation or the Kentucky Academic Standards.
- Z. 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.
- AA. For youth eligible for GED testing, assure youth earns grades and credits toward a diploma.
- BB. Conduct educational and vocational assessments within fourteen (14) days of the student's admission if previous results are not available.
- CC. 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.
- DD. 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. (Appendix C)
- EE. 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.
- FF. 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.
- GG. Assure each youth is included in district wide, end-of-course, and statewide assessments.
- HH. Include the program in the school district textbook revision plan.

- II. Provide necessary instructional materials and specialized equipment that meet minimum state education standards including computers and data lines.
- JJ. Provide remedial instruction/intervention to improve basic skills for students who score two or more grade levels below standard in reading or math.
- KK. Develop a code of acceptable school behavior and disciplinary measures that are consistent with the approved day treatment solicitation of application and contract with the Department.
- LL. 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.
- MM. 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).
- NN. Adhere to the Department's Code of Conduct and Code of Ethics Policy and Procedures and cooperate with investigation of misconduct. (Appendix D) If a violation occurs, disciplinary issues relating to school district personnel shall be governed by the local school district's policy and procedures. If the Department of Juvenile Justice provides written notice that it believes that any teacher and/or other educational staff has violated any Department of Juvenile Justice Policy, then the individual that is believed to have violated Policy shall not be allowed to return to the Department of Juvenile Justice's
to replace the individual that would not be allowed to return.
- OO. Assure that educational records are forwarded to the receiving school within five (5) school days following the release of a youth from the program.
- PP. Participate fully in the monitoring of this agreement.
- QQ. Ensure that all staff have undergone criminal background investigations and ensure that staff employed do not have criminal charges relating to abuse or sexual abuse.
- RR. Ensure that each certified and classified education staff member submits a signed Confidentiality Agreement to the DJJ Education Branch manager.
- SS. All contracted day treatment programs shall have policies and procedures incorporated into programming that promote a zero tolerance environment against sexual abuse, sexual harassment, sexual contact or any type of sexual offense. Contracted day treatments program shall be responsible for submitting documentation regarding their policies to the Department.
- TT. 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.
- UU. Assure the program director is invited to participate on the interview panel for the hiring of any educational staff for the program.
- VV. Assure the program director holds monthly staff meetings for all program staff. Monthly staff meetings include staff being present or via phone conference meetings.

- WW. Assure appropriate 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).
- XX. Assure staff obtains training consistent with training outlined in the approved day treatment solicitation of application and contract with the Department.
- YY. Provide Infinite Campus training and give total access for school administrators and academic teachers.
- ZZ. Assure certified and classified staff complies with the school district acceptable use policy for Internet usage.
- AAA. Assure no DJJ youth is permitted access to e-mail.
- BBB. Assure Internet access is diligently supervised and is purposeful for the completion of academic/vocational learning objectives.
- CCC. Through use of a content filtering device, ensure that Sexually Explicit Materials are not available via any video or computer system, software or hardware product, or internet service in any area where youth are present within the school.

Section 2.

In relation to the Department of Juvenile Justice, the following shall be initiated:

- 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 program.
- C. Assure the school administrator or head teacher is notified of a suspected educational disability using the Child Find form.
- D. Provide the educators access to all pertinent records as permitted by law in order to meet the individual needs of the youth.
- E. 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 Facilities 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 Department Facilities Regional Administrator and Second Party School Administrator.

- F. Assure appropriate staff attends educational meetings relative to the development or review of educational services for individual youth (i.e., Admissions and Release Committee (ARC) meetings).
- G. Provide technical assistance through Education Branch staff.
- H. Consider the school calendar in the timing of discharge of youth from program, whenever possible.

Section 3.

- A. Term: This agreement shall remain valid and in force for twelve (12) months from its effective date, provided it is not terminated pursuant to paragraph 2 of this section or paragraph 46 below.
- B. Termination: Either party shall have the right to terminate this agreement for convenience at any time upon thirty (30) days written notice served upon the other party by certified or registered mail with return receipt requested.

JUSTICE AND PUBLIC SAFETY CABINET TERMS AND CONDITIONS

1. Contractor shall comply at all times with the federal and state constitutions; federal, state, and local law; federal and state executive orders; federal and state attorney general opinions; federal and state case law; Commonwealth of Kentucky Executive Department policy and procedures; Commonwealth Office of Technology policy and procedures; and Commonwealth policy and procedures.
2. The Contractor shall report any and all acts and omissions constituting a violation of applicable federal, state, or local law; applicable Commonwealth policies and procedures; or this Memorandum of Understanding ("MOU") to the Commonwealth in writing within one business day of the discovery of the violation.
3. The Contractor shall provide any and all policy and other directives governing the Contractor as applicable to this MOU.
4. The Contractor certifies that the Contractor is legally entitled to enter into this MOU with the Commonwealth, and by holding and performing this MOU, the Contractor will not be violating any conflict-of-interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), nor KRS 11A.040 of the executive branch code of ethics relating to the employment of former public servants.
5. To the extent permitted by law, the Contractor agrees to indemnify and hold harmless the Commonwealth against any and all claims, losses, demands, obligations, and litigation, including attorneys' fees, that result from or by: (1) goods tendered and services rendered by the Contractor in connection with performance of this MOU, (2) any and all bad-faith, erroneous, negligent, reckless, and unlawful acts and omissions of the Contractor, its officers, or employees in the performance of this MOU, (3) the Contractor's creation of a hazardous condition or exacerbation of a pre-existing hazardous condition; (4) the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by federal or Commonwealth regulations or statutes by the Contractor, (5) the policies and procedures specifically involving all the Contractor employment practices used by the Contractor during the term of this MOU, and (6) any failure of the Contractor, its officers, or employees to observe federal, state, and local laws, including but not limited to labor laws and minimum wage laws.
6. The parties agree that as to any and all legal matters each party shall represent only itself, even if the parties appear to have a common interest. The parties may coordinate their efforts in any and all legal matters upon determination of the Commonwealth's General Counsel that doing so would be beneficial to the Commonwealth.
7. The Contractor acknowledges and agrees that the Contractor acts as an agent of the Commonwealth in fulfillment of any and all terms and conditions within this MOU and any and all lawful associated acts and omissions by the Contractor necessary to fulfill the terms and conditions within this MOU. Under no circumstance does the Commonwealth approve, authorize, or ratify any and all acts or omissions of the Contractor in violation of federal and state constitutions; federal, state, and local law; federal and state executive orders; federal and state attorney general opinions; federal and state case law; Commonwealth of Kentucky Executive Department policy and procedures; Commonwealth Office of Technology policy and procedures; Commonwealth policy and procedures; or this MOU.
8. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, gender presentation, age, or genetic information. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA),

Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, gender presentation, age, genetic information, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- 8.1. In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, gender presentation, age, genetic information, or disability.
- 8.2. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part; the Contractor may be declared ineligible for further contracts; and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.
9. Both parties, including any subcontractors or agents of each, agree to comply with all applicable state and federal confidentiality laws, including the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act, and to protect the security, confidentiality, and integrity of education and health information. The Contractor acknowledges and agrees that the Commonwealth shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief to enforce the requirements of this provision of this MOU.
10. Vendors and other state agencies that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931 et seq. ("the Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set for in the Act.
 - 10.1. "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one(1) or more of the following data elements:
 - 10.1.1. An account, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
 - 10.1.2. A Social Security number;
 - 10.1.3. A taxpayer identification number that incorporates a Social Security number;
 - 10.1.4. A driver's license number, state identification card number, or other individual identification number issued by an agency;
 - 10.1.5. A passport number or other identification number issued by the United States government; or
 - 10.1.6. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec. 1232g.
 - 10.2. As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects, or maintains) personal information from the Commonwealth pursuant to the contract or agreement."
 - 10.3. The Contractor agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
 - 10.4. The Contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the Commonwealth, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2) applies and the Contractor abides by the requirements set for in that exception. Notification shall be in writing on a form developed by the Commonwealth Office of Technology
 - 10.5. The Contractor agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

- 10.6. Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the Contractor agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.
- 10.7. In accordance with KRS 61.932(2)(a), the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology.
11. The parties acknowledge that records, data extracts, information, metadata, and/or data provided by the Commonwealth to the Contractor are the property of the Commonwealth. In order for the Commonwealth to maintain control and integrity of its records, the Contractor agrees that any Freedom of Information Act request, Kentucky Open Records request, or other request seeking access to information or data provided by the Commonwealth will be reported to and forwarded to the Commonwealth within two business days. The Contractor shall notify the requester: (1) that it is not authorized to accept such requests; (2) that the Commonwealth is the sole entity authorized to accept such requests; and (3) of the point of contact for such requests.
12. The Contractor agrees that it will not distribute, divulge, publish, or release any data or information obtained from or owned by the Commonwealth without the prior written approval of the Commonwealth unless compelled to do so by law or by a judicially signed order from a court of competent jurisdiction. The Contractor acknowledges that it receives the Commonwealth's data or information solely for the purposes of this MOU, and that its receipt of the Commonwealth's data or information in no way creates any ownership interest in the Commonwealth's data or information, unless explicitly provided otherwise within the terms and conditions of this MOU.
13. The Contractor shall ensure that any and all access to Commonwealth data by Contractor personnel is limited to only those Contractor personnel with a necessary and essential purpose to fulfill the terms and conditions within this MOU.
14. The Contractor shall not utilize Commonwealth data for the Contractor's benefit, and shall not, directly or indirectly, and pursuant to the terms and conditions of this MOU. The Contractor shall not advertise, brand, market, or commit any and all other act or omission designed to create any and all benefit for the Contractor utilizing Commonwealth data.
15. The Contractor shall not sell or resell any and all Commonwealth data.
16. The Contractor shall ensure that any and all data transmitted and received on behalf of and as directed by the Commonwealth is transmitted and received only via secure methods and protocols.
17. Upon the expiration of the term of this MOU, unless it is renewed prior to its expiration, the Contractor shall either: (1) return any and all data provided by the Commonwealth, destroy any and all copies of the data in whatever form they occur, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this MOU; (2) destroy the data, including any and all copies of the data in whatever form they occur, without returning the data to the Commonwealth, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this MOU; or (3) retain the data subject to the terms of this MOU regarding data ownership, privacy, and breach. The Commonwealth retains discretion to choose the option Contractor shall perform. In the event that the Commonwealth has not communicated to the Contractor which option should be followed, the Contractor shall perform the actions listed in option (1).
18. The Contractor shall be responsible for the proper custody and care of any Commonwealth-owned property furnished for Contractor's use in connections with the performance of this MOU. The Contractor shall reimburse the Commonwealth for its loss or damage, normal wear and tear excepted.
19. The Contractor agrees and acknowledges that any and all property, whether intellectual or tangible and whether chattel or real, purchased by the Contractor, the Contractor's subcontractors, or the Contractor's agents in fulfillment of the terms and conditions of this MOU shall become the exclusive and sole property of the Commonwealth upon purchase by the Contractor and be owned by the Commonwealth at any and all times and in any and all locations. The Contractor shall report any and all purchases to the Commonwealth in writing as directed by the Commonwealth. The Commonwealth may approve or deny in writing any and all written requests by the Contractor to the Commonwealth to transfer ownership of any and all Contractor purchased and Commonwealth owned property. Electronic mail shall constitute a writing, written approval, written denial, and a written request. The Contractor shall notify the Commonwealth in writing prior to providing any and all property, whether intellectual or tangible and whether chattel or real, that the Contractor, the Contractor's subcontractors, or the Contractor's agents has determined to be proprietary in nature and that the Contractor

- may use as a basis to assert a claim of ownership to Commonwealth property. Electronic mail shall constitute a writing.
20. The parties agree that they receive all information communicated between them before the execution of this MOU in strict confidence and that the receiving party, its agents, or employees shall not, without prior written consent of the other party, disclose any such information, subject to Commonwealth of Kentucky and federal disclosure laws.
 21. The Contractor shall not represent that a working copy, draft, or the finalized version of this MOU is identical to a previous iteration of this MOU if the Contractor has made edits since the last iteration. The Contractor shall clearly present all edits either through editing functions in word processing software or as a list provided contemporaneously with the most recently edited iteration.
 22. The Contractor shall not in any and all manners in any and all mediums to any and all individuals or entities state or imply that the Contractor is endorsed or preferred by the Commonwealth.
 23. The Contractor shall perform only the work duties explicitly authorized in this MOU.
 24. The Contractor shall ensure that any and all deliverables meet requirements and standards previously established by the parties in writing.
 25. If the Commonwealth determines that deliverables due under this MOU are not in conformance with the terms and conditions of this MOU, the Commonwealth may request that the Contractor deliver assurances in the form of additional Contractor resources and demonstrate that other major schedules will not be affected. The Commonwealth shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the Contractor.
 26. The Contractor shall reimburse the Commonwealth for any grants or other funding lost as a direct result of Contractor's failure to comply with the requirements set forth by the terms of any grant of which the Commonwealth is the grantee that requires, explicitly or implicitly, the Contractor to adhere to the terms and conditions, including but not limited to the special conditions, of the grant.
 27. The Contractor agrees that the Commonwealth, and its duly authorized agents and designees, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this MOU for the purpose of a financial audit or program review, including confidential and proprietary information. The Contractor also recognizes that any and all books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, except to the extent that books, documents, papers, records, or other evidence is subject to KRS 61.878(1)(c)(1).
 28. The Contractor represents and warrants, and the Commonwealth relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its provision of goods or its performance of services. The Contractor further represents and warrants that in the performance of this MOU, no person, including any subcontractor, having any such interest shall be employed.
 29. The Contractor shall not knowingly allow any official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this MOU to voluntarily acquire any ownership interest, direct or indirect, in the contract prior to the completion of this MOU.
 30. During the term of this MOU, Contractor shall be authorized in its sole discretion to discipline, terminate or take any other personnel action against Contractor personnel. Upon communication by Commonwealth of an issue with Contractor personnel, Contractor shall have the sole authority to take action to effect a solution.
 31. At no point shall any Contractor personnel be considered an employee of the Justice and Public Safety Cabinet, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, workers' compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be considered and deemed to be an employee of the Contractor.
 32. Nothing in this MOU shall be construed, in any way, as granting to any individual providing services under this MOU any of the claims, privileges, or rights established or recognized under KRS Chapter 16, KRS Chapter 18A or KAR Title 101.
 33. The Contractor shall not allow or authorize Contractor personnel to fill or perform supervisory positions, roles, or duties regarding Commonwealth employees. The Contractor also shall not allow or authorize Contractor personnel to conduct performance evaluations of Commonwealth employees.
 34. In no event shall any person or entity be deemed to be a third-party beneficiary of this MOU.
 35. Pursuant to the Executive Branch Code of Ethics, Kentucky Revised Statutes Chapter 11A, and in order to avoid conflicts of interest more generally, dual-status personnel may not manage or administer this MOU or any of its

- individual terms and conditions. Dual-status personnel is defined as any and all individuals who are employed by or receive a tangible benefit from the Commonwealth and the Contractor simultaneously.
36. Dual-status personnel shall be considered Commonwealth personnel and shall not be considered Contractor personnel for the purposes of this MOU, except for the terms and conditions of this MOU that apply to dual-status personnel by virtue of their dual status.
 37. The Contractor acknowledges that the Commonwealth may execute agreements with other vendors for additional or related goods and services that address, interact with, or otherwise regard this MOU. The Contractor shall fully cooperate with such other vendors and vendor personnel, agents, and designees. The Contractor shall not commit any act; allow any omission; or permit its personnel, agents, or designees to commit any act or allow any omission that will interfere with the performance of work by any other vendor or any other vendor's personnel, agents, or designees.
 38. The Contractor shall comply, at a minimum, with the Records Retention Schedule promulgated by the State Archives and Records Commission applicable to the agency to which it is providing goods, services, revenue, or any and all combinations thereof pursuant to this MOU.
 39. Within ten business days of employing a subcontractor, Contractor shall provide to the Commonwealth: (1) the name of the subcontractor; (2) the subcontractors EIN; and (3) a copy of a written agreement between Contractor and subcontractor requiring subcontractor to agree to the terms of any non-disclosure agreement to which Contractor is subject under this MOU.
 40. Each party shall provide a contact to resolve any and all issues related to this MOU and promptly update the contact information as necessary.
 41. All notices under this MOU shall be given in writing. Electronic mail constitutes a writing.
 42. No change, waiver, or discharge of any liability or obligation under this MOU on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
 43. No party shall assign its respective rights or obligations under this MOU without prior written consent of the other party. Any purported assignment or delegation in violation of this MOU is void.
 44. The terms and conditions of this MOU may only be amended by mutual written consent of both parties.
 45. The Contractor shall agree and acknowledge that any and all violations of this MOU may result in the immediate termination of this MOU, as well as the imposition of civil and criminal sanctions as applicable.
 46. The Commonwealth shall have the right to terminate and cancel this MOU at any time not to exceed 30 days' written notice served on the Contractor by registered or certified mail.
 47. This MOU shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.
 48. The parties agree that any claim, action, or lawsuit arising under this MOU must be brought in Franklin Circuit Court in the Commonwealth of Kentucky.
 49. If any term or provision or any part of this MOU is declared invalid or unenforceable, the remainder of this MOU shall not be affected, and each term and provision of this MOU shall be valid and enforceable to the fullest extent permitted by the law.
 50. This MOU is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this MOU.

FIRST PARTY: Department of Juvenile Justice
Name of Agency

APPROVED:

BY: Craig D. Cocchese
JJJ Commissioner Signature

DATE: 6/21/18

SECOND PARTY: _____
Name of Agency

APPROVED:

BY: _____
Signature

TITLE: _____

DATE: _____

Appendix A

Department of Juvenile Justice

Contracted Day Treatment Programs

704 KAR 3:305

704 KAR 3:305. Minimum requirements for high school graduation.

RELATES TO: KRS 156.160(1)(a), (d), 158.142, 158.645, 158.6451

STATUTORY AUTHORITY: KRS 156.070, 156.160(1)(a), (d), 158.142

NECESSITY, FUNCTION, AND CONFORMITY: KRS 156:160 requires the Kentucky Board of Education to promulgate administrative regulations relating to the courses of study for the different grades and the minimum requirements for high school graduation. KRS 158.142 (3)(b) requires the board to promulgate administrative regulations establishing requirements for early graduation from high school. The content standards for the courses of study are established in the Kentucky core academic standards incorporated by reference in 704 KAR 3:303. This administrative regulation establishes the minimum requirements necessary for entitlement to a high school diploma.

Section 1. Definitions. (1) "Early graduation" means meeting the competency-based criteria outlined in this administrative regulation and doing so in three (3) academic years or less.

(2) "Early Graduation Certificate" means a certificate, awarded by the district and signed by the principal and superintendent, that shall make the recipient eligible for a scholarship award equal to one-half (1/2) of the state portion of the average statewide per pupil guaranteed base funding level, to be used at a Kentucky public two (2) year community and technical college or a Kentucky four (4) year public or non-profit independent institution accredited by the Southern Association of Colleges and Schools.

Section 2. Each student in a common school shall have a total of at least twenty-two (22) credits for high school graduation. Those credits shall include the content standards as provided in the Kentucky core academic standards, incorporated by reference in 704 KAR 3:303. Additional standards-based learning experiences shall align to the student's individual learning plan and shall consist of standards-based content. The required credits and demonstrated competencies shall include the following minimum requirements:

(1) Language arts - four (4) credits (English I, II, III, and IV) to include the content contained in the Kentucky core academic standards for English and language arts and comply with the following:

(a) Language arts shall be taken each year of high school; and

(b) If a student does not meet the college readiness benchmarks for English and language arts as established by the Council on Postsecondary Education in 13 KAR 2:020, the student shall take an English and language arts transitional course or intervention, which is monitored to address remediation needs, before exiting high school;

(2) Social studies - three (3) credits to include the content contained in the Kentucky core academic standards for social studies;

(3) Mathematics - three (3) credits to include the content contained in the Kentucky core academic standards for mathematics and include the following minimum requirements:

(a) Algebra I, Geometry, and Algebra II. An integrated, applied, interdisciplinary, occupational, or technical course that prepares a student for a career path based on the student's individual learning plan may be substituted for a traditional Algebra I, Geometry, or Algebra II course on an individual student basis if the course meets the content standards in the Kentucky core academic standards, incorporated by reference in 704 KAR 3:303;

(b) Mathematics courses or its equivalent as determined by the district shall be taken each year of high school to ensure readiness for postsecondary education or the workforce;

(c) Any mathematics course other than Algebra I, Geometry, or Algebra II shall be counted as an elective; and

(d) If a student does not meet the college readiness benchmarks for mathematics as established by the Council on Postsecondary Education in 13 KAR 2:020, the student shall take a mathematics transitional course or intervention, which is monitored to address remediation needs, before exiting high school;

(4) Science - three (3) credits that shall incorporate lab-based scientific investigation experiences and include the content contained in the Kentucky core academic standards for science;

(5) Health - one-half (1/2) credit to include the content contained in the Kentucky core academic standards for health;

(6) Physical education - one-half (1/2) credit to include the content contained in the Kentucky core academic standards for physical education;

(7) History and appreciation of visual and performing arts (or another arts course which incorporates this content) - one (1) credit to include the content contained in the Kentucky core academic standards for arts and humanities or a standards-based specialized arts course based on the student's individual learning plan;

(8) Academic and career interest standards-based learning experiences - seven (7) credits including four (4) standards-based learning experiences in an academic or career interest based on the student's individual learning plan; and

(9) Demonstrated performance-based competency in technology.

Section 3. (1) A local board of education may substitute an integrated, applied, interdisciplinary, occupational, technical, or higher level course for a required course if the alternative course provides rigorous content and addresses the same applicable components of 703 KAR 4:060.

(2) For students with disabilities, a local board of education may substitute a functional, integrated, applied, interdisciplinary, occupational, technical, or higher level course for a required course if the alternative course provides rigorous content and addresses the same applicable components of 703 KAR 4:060. These shall be based on grade-level content standards and may be modified to allow for a narrower breadth, depth, or complexity of the general grade-level content standards.

Section 4. (1) A district shall implement an advising and guidance process throughout the middle and high schools to provide support for the development and implementation of an individual learning plan for each student. The plan shall include career development and awareness and specifically address Vocational Studies Academic Expectations 2.36-2.38 as established in Academic expectations, 703 KAR 4:060.

(2) A district shall develop a method to evaluate the effectiveness and results of the individual learning plan process. The evaluation method shall include input from students, parents, and school staff. As part of the evaluation criteria, the district shall include indicators related to the status of the student in the twelve (12) months following the date of graduation.

(3) A feeder middle school and a high school shall work cooperatively to ensure that each student and parent receives information and advising regarding the relationship between education and career opportunities. Advising and guidance shall include information about financial planning for postsecondary education.

(4) A school shall maintain each student's individual learning plan. The individual learning plan shall be readily available to the student and parent and reviewed and approved at least annually by the student, parents, and school officials.

(5) Beginning with a student's eighth grade year, the individual learning plan shall set learning goals for the student based on academic and career interests and shall identify required academic courses, electives, and extracurricular opportunities aligned to the student's postsecondary goals. The school shall use information from the individual learning plans about student needs for academic and elective courses to plan academic and elective offerings.

(6) Beginning with the graduating class of 2013, the development of the individual learning plan for each student shall begin by the end of the sixth grade year and shall be focused on career exploration and related postsecondary education and training needs.

Section 5. (1) A board of education may award credit toward high school graduation for satisfactory demonstration of learning based on content standards described in the Kentucky core academic standards, incorporated by reference in 704 KAR 3:303, and a rigorous performance standards policy established by the board of education. A school shall establish performance descriptors and evaluation procedures to determine if the content and performance standards have been met.

(2) A board of education shall award credit toward high school graduation based on:

(a) A standards-based Carnegie unit credit that shall consist of at least 120 hours of instructional time in one (1) subject; or

(b) A standards-based performance-based credit, regardless of the number of instructional hours in one (1) subject.

(3) A local board of education which has chosen to award standards-based performance-based credit shall award a standards-based credit earned by a student enrolled in grade 5, 6, 7, or 8 if:

(a) The content of the course is the same that is established in the Kentucky core academic standards, incorporated by reference in 704 KAR 3:303; and

(b) The district has criteria in place to make a reasonable determination that the middle level student is capable of success in the high school course.

(4) A board of education which has chosen to award standards-based performance-based credit shall establish a policy for a performance-based credit system that includes:

(a) The procedures for developing performance-based credit systems and for amending the system;

(b) The conditions under which each high school may grant performance-based credits and the related performance descriptors and assessments;

(c) Objective grading and reporting procedures;

(d) Content standards as addressed in 704 KAR 3:303, Required core academic standards, and 703 KAR 4:060, Academic expectations;

(e) The extent to which state-provided assessments will be used in the local performance-based credit system;

(f) The ability for students to demonstrate proficiency and earn credit for learning acquired outside of school or in prior learning; and

(g) Criteria to ensure that internships, cooperative learning experiences, and other learning experiences in the school and community are:

2. Supervised by qualified instructors; and

3. Aligned with state and local content and performance standards.

(5) A board of education may award standards-based, performance-based credit toward high school graduation for:

(a) Standards-based course work that constitutes satisfactory demonstration of learning in any high school course, consistent with Section 1 of this administrative regulation;

(b) Standards-based course work that constitutes satisfactory demonstration of learning in a course for which the student failed to earn credit when the course was taken previously;

(c) Standards-based portfolios, senior year, or capstone projects;

(d) Standards-based online or other technology mediated courses;

(e) Standards-based dual credit or other equivalency courses; or

(f) Standards-based internship, cooperative learning experience, or other supervised experience in the school or the community.

(6) Each local board of education shall maintain a copy of its policy on high school graduation requirements. This policy shall include a description of how the requirements address KRS 158.6451(1)(b) and 703 KAR 4:060.

Section 6. (1) A student who satisfactorily completes the requirements of this administrative regulation and additional requirements as may be imposed by a local board of education or meets the requirements for early graduation as outlined in Section 9 of this administrative regulation shall be awarded a graduation diploma.

(2) The local board of education shall award the diploma.

Section 7. This administrative regulation shall not be interpreted as prohibiting a local governing board, superintendent, principal, or teacher from awarding special recognition to a student.

Section 8. Beginning with the graduating class of 2013, if the severity of an exceptional student's disability precludes a course of study that meets the high school graduation requirements established in Section 1 of this administrative regulation leading to receipt of a high school diploma, an alternative course of study shall be offered. (1) This course of study shall be based upon student needs and the provisions specified in 704 KAR 3:303, Required core academic standards, and shall be reviewed at least annually.

(2) A student who completes this course of study shall receive an alternative high school diploma to be awarded by the local board of education consistent with the graduation practices for all students.

(3) A local board of education may establish policies to award an alternative high school diploma to a former student who has received a certificate or certificate of attainment.

Section 9. (1) Beginning in the 2014 - 2015 academic year, only students who meet the criteria outlined in this section shall be eligible for early graduation. Those students who meet the criteria for early graduation shall receive from the school district a diploma and an Early Graduation Certificate. Students wishing to graduate early shall indicate that intent to the school principal at the beginning of grade 9 or as soon as the intent is known, but within the first thirty (30) school days of the academic year in which they wish to graduate.

(a) A student's intent to graduate early shall be entered into the student information system by the school district by October 1 of the year in which the student makes the declaration.

(b) Students working toward early graduation and receipt of a corresponding Early Graduation Certificate shall be supported by development and monitoring of an individual learning plan to support their efforts.

(2) To graduate early and earn an Early Graduation Certificate, a student shall:

(a) Score proficient on the end of course exams required by the Kentucky Board of Education in 703 KAR 5:200; and

(b) Meet the college readiness exam benchmarks as set by the Council on Postsecondary Education in 13 KAR 2:020 for placement in credit-bearing courses without the need for remediation.

(3) A student who has indicated an intent to graduate early may participate in the student's state administration of the college readiness exam prior to the junior year, if needed. (5 Ky.R. 633; Am. 6 Ky.R. 53; eff. 7-17-1979; 6 Ky.R. 238; 526; eff. 4-1-1980; 9 Ky.R. 1027; 1208; eff. 8-3-1983; 11 Ky.R. 1076; eff. 3-12-1985; 17 Ky.R. 113; eff. 9-13-1990; 23 Ky.R. 3419; 3827; 24 Ky.R. 82; eff. 7-2-1997; 32 Ky.R. 1779; 2028; 33 Ky.R. 766; eff. 10-6-2006; 37 Ky.R. 138; 1644; eff. 2-4-2011; 39 Ky.R. 612; 1115; eff. 1-4-2013; 40 Ky.R. 1138; 1406; eff. 3-7-2014.)

Appendix B

Department of Juvenile Justice

Contracted Day Treatment Programs

Library Services Policy

DJJ 344



**JUSTICE CABINET
DEPARTMENT OF
JUVENILE JUSTICE
POLICY AND
PROCEDURES**

REFERENCES:
505 KAR 1:110
3-JTS-5E-01-06
1-JBC-5E-01-03
4-JCF-5E-02, 03
2-CO-5F-01

CHAPTER: Program Services	AUTHORITY: KRS 15A.0652
SUBJECT: Library Services	
POLICY NUMBER: DJJ 344	
TOTAL PAGES: 2	
EFFECTIVE DATE: 1/04/2016	
APPROVAL: Bob D. Hayter	, COMMISSIONER

I. POLICY

Library services shall be provided and made available to youth through local library programs, bookmobiles, visits to a partnering school, or on-site libraries. Youth in group homes shall receive library services through local school districts.

II. APPLICABILITY

This policy shall apply to each day treatment program and youth development center (YDC).

III. DEFINITION

Refer to Chapter 300.

IV. PROCEDURES

- A. Each Department of Juvenile Justice (DJJ) program 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 Superintendent shall collaborate with the school district administrator to establish library services. A designee may be assigned to coordinate library services for each day treatment and YDC. The designee shall have primary responsibility for the oversight and coordination of library services, including selection and acquisition of new material as needed.
- C. On-site 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:

POLICY NUMBER DJJ 344	EFFECTIVE DATE 1/04/2016	PAGE NUMBER 2 of 2
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1. Materials shall support and be consistent with treatment goals and objectives;
 2. Materials shall meet high standards of quality in content and presentation;
 3. Materials shall foster respect for all people; and
 4. Materials concerned with racial, religious, sexual, or ethnic differences shall be free from stereotypes, caricature, and other characteristics likely to misrepresent, offend, or defame particular segments of the population.
- D. Library services shall provide for the following:
1. A systematic approach to determining the library service needs of the population. This approach shall include periodic surveys of the youth and staff and shall incorporate the treatment environment;
 2. Planned and continuous acquisition of materials to meet the need of users;
 3. Logical organization of materials for convenient use;
 4. Circulation of materials to satisfy the needs of users;
 5. Information services to locate facts as needed;
 6. A reader's advisory service that helps provide suitable materials for users;
 7. Promotion of the uses of library materials;
 8. A functional area with good lighting; and
 9. A congenial library atmosphere.
- E. The library collection shall remain current and youth shall have designated times to choose books to read.
- F. Reading materials shall be kept in leisure-time areas, such as dayrooms, to encourage and provide youth the opportunity to read. These materials shall augment, but not supplant, library services.

V. MONITORING MECHANISM

The Superintendent, Education Branch, and Quality Assurance (QA) Branch shall monitor this activity.

Appendix C

Department of Juvenile Justice

Contracted Day Treatment Programs

Treatment Team Policies

DJJ 302 and 303



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

REFERENCES:

**505 KAR 1:110
3-JCRF-5A-10, 11; 5B-01,03-
05, 07; 5H-01-03, 06**

**1-JDTP-3D-07-09, 10, 11-13
1-JBC-1E-06; 5B-04-06; 5C-
08, 11, 14, 15; 5I-01,02-04, 07-
11, 13, 14
4-JCF-3A-21-26; 3C-01; 3E-
01; 5B-04-05, 07; 5C-05-06;
5I-01-02,
2-CO-4B-01; 4G-01**

CHAPTER: Program Services

AUTHORITY: KRS 15A.0652

**SUBJECT: Individual Treatment Plan and
Aftercare Plan**

POLICY NUMBER: DJJ 302

TOTAL PAGES: 6

EFFECTIVE DATE: 1/04/2016

APPROVAL: Bob D. Hayter , COMMISSIONER

I. POLICY

An individual treatment plan (ITP) and Aftercare Plan shall be developed, implemented, reviewed, and updated as necessary for each youth. The youth, parent or caregiver, and other treatment team members shall have input into the treatment planning process. The treatment planning process shall include assessments of the youth, development of a needs based ITP, ITP reviews, aftercare planning, and the discharge planning conference.

II. APPLICABILITY

This policy shall apply to each Department of Juvenile Justice (DJJ) operated day treatment program, group home, and youth development center (YDC).

III. DEFINITIONS

Refer to Chapter 300.

IV. PROCEDURES

A. Prior to the ITP Conference the following shall be completed:

1. The Juvenile Service Worker (JSW) shall complete the Risk and Criminogenic Needs Assessment (RCNA) and Case Management Needs Assessment (CMNA) in accordance with DJJPP Chapter 6 "Initial Contact and Court Support for Public Offenders" & Chapter 6 "Initial Contact and Court Support for Youthful Offenders".

POLICY NUMBER DJJ 302	EFFECTIVE DATE 1/04/2016	PAGE NUMBER 2 of 6
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- a. The RCNA shall identify dynamic and static risk factors. Dynamic risk factors may be used for treatment planning.
- b. The CMNA shall identify the needs of the youth. Identified needs shall be used for treatment planning.
2. The JSW shall complete the preliminary home evaluation report, identify the parent or caregiver to be included in the treatment process, and submit the preliminary home evaluation report at the ITP conference.
3. In a YDC, the Treatment Director shall complete the clinical interview.
4. In a YDC, the Treatment Director or youth counselor shall complete trauma and substance abuse assessments (Gain-Q) if the youth has a positive score in those domains on the CMNA.
5. In a group home, the youth counselor shall complete trauma and substance abuse assessments if the youth has a positive score in those domains on the CMNA.
- B. An ITP Conference shall be completed within fourteen (14) days of admission. The youth counselor shall schedule and coordinate the ITP Conference.
 1. The youth, parent or caregiver, and JSW shall be invited to attend this conference;
 2. Family identified natural supports may be included in the ITP conference upon request from parent or caregiver; and
 3. Members of the assigned treatment team shall participate in this conference.
 4. An ITP shall be accompanied by a signature sheet that is signed and dated by ITP conference participants.
- C. An ITP shall be developed for each youth.
 1. The ITP for each youth shall be based on their current needs. The ITP shall include the top three (3) needs identified on the CMNA. It may also include dynamic factors identified by the RCNA, trauma and substance abuse assessments, other assessments when applicable, and information obtained from the clinical interview.
 2. If the youth is a declared juvenile sex offender (JSO) one of the top three (3) needs shall be sex offender treatment.
 3. If the youth has less than three (3) identified treatment needs from the CMNA, dynamic factors identified on the RCNA may be added to the youth's ITP.
 4. If the youth has more than three (3) identified treatment needs from the CMNA, the treatment team shall triage the youth's needs and develop the ITP by combining like need areas or choosing the three

POLICY NUMBER DJJ 302	EFFECTIVE DATE 1/04/2016	PAGE NUMBER 3 of 6
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- (3) highest need areas that are causing the most impairment to functioning.
5. If the need for services is indicated on the trauma screener, the youth shall have the option to add this treatment need area to their ITP. If the youth declines, this declination shall be noted in the ITP.
 6. The level of intervention for substance abuse shall be determined by the Gain-Q or clinical interview and shall be assigned as follows:
 - a. Youth determined to be low risk shall receive an educational packet. The youth counselor shall review the packet with the youth and document the review in the individual client record (ICR);
 - b. Youth determined to be moderate risk shall have a Substance Abuse and Use goal added to their ITP and be placed in Cannabis Youth Treatment (CYT); or
 - c. Youth determined to be high risk shall have a Substance Abuse and Use goal added to their ITP and be placed in Seven Challenges.
 7. For the top three (3) needs identified on the CMNA, the youth shall have a corresponding treatment goal.
 8. A minimum of one of the top three (3) goals shall incorporate family engagement whenever the preliminary home evaluation indicates that the youth will return to the home.
 9. A minimum of one task shall be assigned per goal for each level of the treatment track.
 10. As a youth completes treatment tasks, the treatment team may add additional tasks to address needs not included in the initial ITP as long as doing so does not extend the youth's length of stay.
 11. Any special orders of the committing court shall be included in the ITP.
 12. An aftercare plan shall be developed to assist in the transitioning of a youth back to the community.
- D. Documentation of the ITP shall occur as follows:
1. In a group home and day treatment, the designated Qualified Mental Health Provider (QMHP) shall review and sign the ITP within twenty-one (21) days of admission.
 2. A hard copy of the ITP shall be given to the youth, and sent to the parent or caregiver, and any applicable agency or court, and placed in the ICR within twenty-one (21) days of admission.

POLICY NUMBER DJJ 302	EFFECTIVE DATE 1/04/2016	PAGE NUMBER 4 of 6
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- E. Additional areas shall be addressed during the course of treatment, as appropriate, and may be included as individualized tasks on the youth's ITP. These areas may include:
1. Behavioral and social needs, including propensity toward violence;
 2. Medical, dental, and physiological needs;
 3. Emotional functioning, identification and review of previous episodes of suicidal or self-harming behaviors, and issues related to the monitoring of positive or negative effects of psychiatric medications;
 4. Academic and vocational assessment;
 5. Individual Plan of Instruction (IPI) or Individual Education Plan (IEP);
 6. Family and environmental needs;
 7. Religious needs;
 8. Legal needs;
 9. Reentry needs and any related requirement for step-down to either a group home or a day treatment program as part of the transition back to the community;
 10. Sexual behavior treatment needs; and
 11. Measurable criteria of expected behavior and accomplishments.
- F. The ITP shall be reviewed every thirty (30) days and updated as needed. In the case of JSO's the ITP shall be reviewed every sixty (60) days and updated as needed. If the date of the review falls on a weekend or holiday, the conference shall be held prior to the designated review date.
1. The youth counselor shall schedule ITP reviews;
 2. The youth, parent or caregiver, and JSW shall be invited to attend all scheduled reviews;
 3. Family identified natural supports may be included in ITP reviews upon request from parent or caregiver; and
 4. Members of the assigned treatment team shall participate in ITP reviews.
 5. Successful completion of treatment tasks shall be required for youth to advance Levels on their Treatment Track.
 6. Youth may request an interim review of their progress and program status through their assigned youth counselor or the Treatment Director.
 7. Any update to the ITP shall be discussed with the youth, dated, and documented with signatures of the youth and the Superintendent or designee.

POLICY NUMBER DJJ 302	EFFECTIVE DATE 1/04/2016	PAGE NUMBER 5 of 6
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8. The youth and parent or caregiver shall receive a copy of the ITP and subsequent reviews.
- G. The discharge planning conference shall be held fourteen (14) days prior to the youth's anticipated release from placement to finalize the Aftercare Plan and facilitate the transfer of the youth to a lower level of placement.
1. The Aftercare Plan shall address housing, counseling, and medical service needs and may include education and employment needs.
 2. The youth and JSW shall participate in the discharge planning conference.
 3. Every effort shall be made to have the parent or caregiver and natural supports to participate in the discharge planning conference and finalization of the Aftercare Plan.
 4. The youth counselor shall review the most recent home evaluation at the discharge planning conference, and if applicable, the conditions of supervised placement. The conditions of supervised placement shall not be signed by the youth until the day of the youth's release from the placement to reside in the home of the parent or caregiver.
 5. The youth counselor shall have completed the Aftercare Plan which will identify the following:
 - a. The anticipated placement;
 - b. Current medication;
 - c. Needs addressed in treatment and summary of treatment progress; and
 - d. Identified needs that warrant continued service in the lower level of placement.
 6. If the youth is transitioning to the community, the JSW shall use the information obtained through the discharge planning conference and the Aftercare Plan to update the youth's Case Plan and coordinate necessary services for the youth.
 - a. Youth who score high risk on the RCNA shall have specialized coordinated services.
 - b. Specialized services shall address at a minimum:
 - i. Evidenced based family counseling;
 - ii. Referrals for mentoring; and
 - iii. Educational and vocational planning services.
 7. If the youth is transitioning to another the facility, the sending facility is responsible for providing the receiving facility with the Aftercare Plan for the purposes of continuity of coordinating services.

POLICY NUMBER DJJ 302	EFFECTIVE DATE 1/04/2016	PAGE NUMBER 6 of 6
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8. If the youth is stepping down to another facility the receiving facility shall use the Aftercare Plan to update the youth's initial ITP to include only the tasks that require completion at the step down placement in order for youth to be returned to the community.
- H. In cases where a youth's Aftercare Plan includes a step-down to a less restrictive out-of-home placement, the following shall occur:
 1. The home evaluation and Aftercare Plan shall reflect the need for a step-down; and
 2. Step-down shall only be considered after a youth has attained a minimum of development level except in special circumstances such as medical problems, family illness, or the determination of the treatment team or Superintendent that a less restrictive placement is appropriate.
 3. A request for movement for special circumstances shall be made by the Division Director to the Classification Branch Manager for approval.
- I. Participation in the ITP conference, ITP reviews, and the discharge planning conference may occur via teleconferencing or video-conferencing.

V. MONITORING MECHANISM

A. In a YDC:

1. The Treatment Director or counselor supervisor shall be responsible for monitoring compliance with this policy;
2. The Regional Psychologist shall audit compliance on a semi-annual basis; and
3. Monitoring shall also be conducted by the Quality Assurance (QA) Branch during regularly scheduled reviews.

B. In a group home and day treatment center:

1. The Superintendent shall be responsible for monitoring compliance with this policy;
2. The Regional Psychologist or QMHP designee shall audit compliance on a semi-annual basis; and
3. Monitoring shall also be conducted by the QA Branch during regularly scheduled reviews.



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

REFERENCES:
505 KAR 1:110
2-CO-4F-01
3-JTS-3D-10, 5C-07
3-JCRF-5A-10, 5B-04, 5C-02
1-JDTP-3D-10, 12
1-JBC-5C-08, 15
4-JCF-4E-02,05; 5C-06

CHAPTER: Program Services	AUTHORITY: KRS 15A.065
SUBJECT: Treatment Team Composition, Function, and Responsibility	
POLICY NUMBER: DJJ 303	
TOTAL PAGES: 3	
EFFECTIVE DATE: 1/04/2016	
APPROVAL: Bob D. Hayter	, COMMISSIONER

I. POLICY

Each youth shall have a designated treatment team to review, update, and implement their individual treatment plan (ITP).

II. APPLICABILITY

This policy shall apply to each Department of Juvenile Justice (DJJ) operated and contracted day treatment program, group home, and youth development center (YDC).

III. DEFINITIONS

Refer to Chapter 300.

IV. PROCEDURES

- A. The treatment team shall meet on a weekly basis. Each youth shall meet with the treatment team at least every fourteen (14) days.
- B. YDC treatment teams shall be chaired by the Treatment Director. In the absence of the Treatment Director, the Superintendent, Assistant Superintendent, Youth Services Program Supervisor (YSPS), or youth counselor shall chair the treatment team. Treatment team meeting documentation shall be reviewed by the Treatment Director.
 1. YDC treatment team members shall include the Juvenile Services Worker (JSW), Treatment Director, youth counselor, youth worker staff as designated by the Superintendent, a teacher, a nurse, and parent or caregiver.
 2. The treatment team may also include: Superintendent, Assistant Superintendent, YSPS, psychiatrist, Vocational Coordinator and educational staff, Mental Health Branch staff, Facilities Regional Administrator (FRA), Regional Director, other professional

POLICY NUMBER DJJ 303	EFFECTIVE DATE 1/04/2016	PAGE NUMBER 2 of 3
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counseling and mental health staff, medical staff, and other approved individuals.

- C. A day treatment and group home treatment team shall be chaired by the Superintendent or designee.
 - 1. Treatment team members shall include the JSW, youth counselor, youth worker staff, educational staff, nurse, and parent or caregiver.
 - 2. The treatment team may also include: psychiatrist, Mental Health Branch staff, other professional counseling and mental health staff, medical staff, and other approved individuals.
- D. The Superintendent shall designate facility staff to attend treatment team meetings.
 - 1. If a staff person is unable to attend, they shall have approval from the Superintendent or designee.
 - 2. A staff person, who is unable to attend, shall be required to submit any necessary written documentation to the appropriate supervisor, in order that each involved staff person shall have input into the discussion and resulting decisions.
 - 3. The treatment team chair or designee shall be present at all treatment team meetings.
 - 4. At a minimum, in a YDC, four (4) or more team members shall be present representing three (3) or more disciplines.
 - 5. At a minimum, in a group home, three (3) or more team members shall be present representing two (2) or more program areas.
- E. The Superintendent shall encourage treatment team members, not under the supervision of the Superintendent, to attend treatment team meetings. Persons who are unable to attend may be asked to submit written documentation to the treatment team regarding the youth.
- F. Youth shall participate in the treatment team meetings in all cases involving major treatment decisions, such as level movement, ITP's, and placement planning.
 - 1. The youth shall provide a written statement if they are unable or unwilling to appear before the treatment team.
 - 2. When appropriate, the treatment team shall make the effort to go to the youth when the youth is unable to physically attend the meeting.
- G. The treatment team shall be responsible for making all treatment decisions regarding a youth.
- H. In a YDC and group home, the treatment team meeting shall be documented, through the electronic record, by the youth counselor or Superintendent's designee. This shall be completed within seven (7)

days of the treatment team meeting date. Entries shall be made prior to the next scheduled treatment team meeting.

- I. In a day treatment facility, the treatment team meeting shall be documented, in the hard case file, by the youth counselor, Program Director, or Superintendent's designee. This shall be completed within seven (7) days of the treatment team meeting date. Entries shall be made prior to the next scheduled treatment team meeting.

V. MONITORING MECHANISM

The Regional Division Director or designee, in conjunction with the Division of Program Services, shall develop monitoring protocols to be used by the Superintendent that review the expectations set forth in this policy.

A. In a YDC:

1. The Treatment Director or counselor supervisor shall be responsible for monitoring compliance with this policy.
2. The Regional Psychologist shall monitor compliance on a semi-annual basis.
3. Monitoring shall also be conducted by the Quality Assurance (QA) Branch during regularly scheduled monitoring.

B. In a group home:

1. The Superintendent shall be responsible for monitoring compliance with this policy.
2. The Regional Psychologist shall monitor compliance on a semi-annual basis.
3. Monitoring shall also be conducted by the QA Branch during regularly scheduled monitoring.

C. In a day treatment center:

1. In a DJJ contracted day treatment program, the Program Director shall be responsible for monitoring compliance with this policy.
2. In a DJJ operated day treatment program, the Superintendent shall be responsible for monitoring compliance with this policy.
3. Monitoring shall also be conducted by the QA Branch during regularly scheduled monitoring.

Appendix D

Department of Juvenile Justice

Contracted Day Treatment Programs

DJJ 102- Ethics Policy

DJJ 104- Code of Conduct



**JUSTICE 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
1-CO-1A-29; 1C-04, 20, 24

CHAPTER: Administration

AUTHORITY: KRS 15A.065

SUBJECT: Code of Ethics

POLICY NUMBER: DJJ 102

TOTAL PAGES: 3

EFFECTIVE DATE: 12/01/2014

APPROVAL: Bob D. Hayter

, COMMISSIONER

I. POLICY

The Department of Juvenile Justice (DJJ) shall expect from staff honesty, integrity, respect for the dignity and individuality of human beings, and a commitment to professional and compassionate service. The department shall require a drug-free workplace.

II. APPLICABILITY

This policy shall be applicable to all DJJ staff.

III. DEFINITIONS

Refer to Chapter 100.

IV. PROCEDURES

- A. Staff shall respect and protect the civil and legal rights of youth under the care, custody, and control 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 not influence other staff to violate the standards of ethical conduct.
- E. Staff shall respect the importance of all elements of the criminal justice system and cultivate professional cooperation with each segment.
- F. Each staff shall maintain the integrity of private or confidential information. Staff shall not seek information beyond that needed to perform their job responsibilities. Staff shall not reveal information to anyone not having professional use for such. All staff, consultants, contract personnel, interns, and volunteers shall sign a Confidentiality/Security Form as a condition of employment or service.
- G. Staff shall respect and protect the right of the public to be safeguarded from

POLICY NUMBER DJJ 102	EFFECTIVE DATE 12/01/2014	PAGE NUMBER 2 of 3
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criminal activity.

- H. 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.
- I. Staff shall not discriminate against any youth, other staff, or prospective staff on the basis of religion, race, sex, age, disability, national origin, color, sexual orientation, gender identity, genetic information, political affiliation, or veteran's status.
- J. Staff shall follow the Executive Branch Ethics Code. Further, the "Guide to the Executive Branch Code of Ethics" published by the Executive Branch Ethics Commission shall provide staff additional guidance. DJJ staff shall be directed to take available and necessary action to follow these guidelines and avoid even the appearance of unethical conduct.
- K. 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.
- L. 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.
- M. Political activities of staff shall be in compliance with KRS 18A.140.
- N. Workplace violence shall be prohibited and constitute grounds for disciplinary action and referral for criminal prosecution.
- O. DJJ staff shall comply with the Commonwealth of Kentucky's Drug Free Workplace requirements as enacted by the Anti Drug Abuse Act (P.L. 100-690).
 - 1. DJJ staff shall not report for duty or operate a state vehicle after consuming alcohol. Possession of alcohol at the work site or the consumption of alcohol during working hours shall be prohibited.
 - 2. DJJ staff shall not report for duty or operate a state vehicle after the misuse of prescription or non-prescription drugs or use of illegal drugs. The misuse of prescription and non-prescription drugs or use of illegal drugs on state property during working hours shall be prohibited.
 - 3. Staff shall not manufacture, distribute, dispense, possess, or use any controlled substance in the workplace or on state property.
 - 4. Staff found to be in violation shall be subject to discipline up to and including dismissal.
- P. If a staff is arrested for or charged with any offense, other than a minor traffic violation, they shall notify their immediate supervisor if available or the highest level supervisor on duty. This report shall be made prior to their next scheduled shift. Staff shall not be relieved of the responsibility of providing notice or reporting to work as a result of being detained.
 - 1. Staff 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

POLICY NUMBER DJJ 102	EFFECTIVE DATE 12/01/2014	PAGE NUMBER 3 of 3
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them.

2. The supervisor upon notification of the staff arrest or charge shall by email up-line through the chain of command, to the Division Director, the details of the incident.
 3. The Division Director shall immediately notify the Director of Administrative Services, Deputy Commissioner, and the Commissioner by email.
 4. Staff shall be subject to discipline up to and including dismissal for failure to comply.
- Q. If a staff becomes aware that they are the subject of an investigation of child abuse, neglect or dependency, they shall notify their immediate supervisor if available or the highest level supervisor on duty. This report shall be made prior to their next scheduled shift.
1. Staff shall furnish the supervisor with documentation detailing the circumstances of the investigation.
 2. The supervisor upon notification of the staff's investigation shall by email up-line through the chain of command to the Division Director, the details of the incident.
 3. The Division Director shall immediately notify the Director of Administrative Services, Deputy Commissioner, and the Commissioner by email.
 4. Staff shall be subject to discipline up to and including dismissal for failure to comply.
- R. If a licensed staff has their licensure or certification under investigation, suspended, or revoked, they shall notify their immediate supervisor if available or the highest level supervisor on duty. This report shall be made prior to their next scheduled shift.
1. Staff shall furnish the supervisor with documentation detailing the circumstances of the investigation, suspension, or revocation.
 2. The supervisor upon notification of the staff's investigation, suspension, or revocation shall by email up-line through the chain of command to the Division Director, the details of the incident.
 3. The Division Director shall immediately notify the Director of Administrative Services, Deputy Commissioner, and the Commissioner by email.
 4. Staff shall be subject to discipline up to and including dismissal for failure to comply.

V. MONITORING MECHANISM

Monitoring shall be done by all supervisors on an ongoing basis.



**JUSTICE CABINET
DEPARTMENT OF
JUVENILE JUSTICE
POLICY AND PROCEDURES**

REFERENCES:

3-JTS-1B-21
3-JDF-1B-21
3-JCRF-1B-17
1-JDTP-1B-19
1-JBC-1B-19
4-JCF-6D-06

CHAPTER: Administration

AUTHORITY: KRS 15A.065

SUBJECT: Code of Conduct

POLICY NUMBER: DJJ 104

TOTAL PAGES: 4

EFFECTIVE DATE: 12/01/2014

APPROVAL: Bob D. Hayter

, COMMISSIONER

I. POLICY

Staff, volunteers, interns, and contract personnel shall conduct themselves in a professional manner. All persons 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 staff, volunteers, interns, and contract personnel at all facilities and programs.

III. DEFINITIONS

Refer to Chapter 100.

IV. PROCEDURES

- A. Staff shall arrive and leave work at scheduled times as determined by their supervisor.
- B. Staff shall perform their work assignments competently and in a professional manner. It is the responsibility of each staff to know and act in accordance with department policy and procedures.
- C. Staff 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 staff 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. Staff shall remain in their assigned working areas during working hours. Staff shall not disturb or interrupt others at their working areas or prevent other staff from carrying out their duties.

POLICY NUMBER DJJ 104	EFFECTIVE DATE 12/01/2014	PAGE NUMBER 2 of 4
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- E. Staff 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. Staff shall refrain from making comments that are critical of colleagues or the agency.
- G. State property and resources or items purchased with Youth Activities Funds shall not be utilized by staff or others for personal use.
- H. Staff shall be prohibited from purchasing products for personal use from the agency's contracted vendors at the reduced agency rate.
- I. Staff shall also be prohibited from using the DJJ procurement card to make purchases of any kind for personal use.
- J. Staff shall only accept gifts that are allowable under the Executive Branch Ethics Code of Ethics.
- K. Donations made to offices or programs, including money, property, or material goods shall not be accepted by individual staff without authorization of the superintendent or district supervisors. Donations of money, property, and material goods shall be properly recorded.
- L. All 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).
- M. Items deemed to be contraband shall be prohibited in DJJ facilities and offices. No one shall transport contraband of any kind into a DJJ facility.
- N. Theft of any state property, including, linens, clothing, supplies, or equipment is prohibited.
- O. Cell phones shall be prohibited in areas of programs occupied by youth. All persons are prohibited from allowing youth to use a personal cell phone in any part of the facility. In areas where cell phones are allowed, the use shall not disturb or interrupt staff at their working areas or prevent staff from carrying out their duties.
- P. Staff are prohibited from sleeping, or giving an appearance of sleeping, while on duty. Sleeping on duty may result in disciplinary action up to, and including dismissal. Exception, staff assisting in emergency situations and unable to return home shall be provided sleeping and leisure areas separate from youth residential areas.
- Q. Staff shall not be on the premises except during working hours unless approved by their immediate supervisor.
- R. All persons shall be prohibited from having sexual or intimate contact while on department owned or leased property, or in a state vehicle..
- S. In accordance with KRS 237.110(13), KRS 237.110(14) and KRS 237.115(1), staff are prohibited from possession of firearms, or any other

- deadly weapon as defined in KRS 500.080(4), at any program which houses delinquent youth and in any state vehicle or while transporting DJJ youth.
- T. All persons are prohibited from engaging in unwelcome written, verbal, or physical conduct that either degrades, shows hostility, or aversion towards a youth on the basis of race, color, national origin, age, sex, religion, disability, gender identity, sexual orientation, or genetic information.
- U. Staff 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. Staff shall only use controlling techniques in which they have been certified by the Division of Professional Development.
- V. All persons shall take appropriate precautions in dealing with youth to prevent allegations of inappropriate verbal communication, written communications, sexual contact or abuse of any type.
- W. Abuse or other mistreatment of youth in the care or custody of the department shall not be tolerated. Staff abusing youth shall be subject to disciplinary action up to and including dismissal under 101 KAR 1:345. All persons suspected of abuse are subject to investigation and prosecution under all applicable laws.
- X. All persons shall act in a manner that provides youth with a positive role model.
- Y. All persons 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 of youth.
- Z. All staff are prohibited from the following actions:
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;
 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 an intimate or romantic relationship or having sexual contact with an individual who is currently under the custody, care, or supervision of DJJ. (reference KRS 510.020 (3)(e) regarding consent); or
 7. Having an intimate or romantic relationship with a juvenile that has been in the direct custody, care, and supervision of that employee or

POLICY NUMBER DJJ 104	EFFECTIVE DATE 12/01/2014	PAGE NUMBER 4 of 4
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in a facility where the employee worked while the juvenile was in custody, for a minimum of ten (10) years after the juvenile has been officially released from DJJ.

AA. DJJ staff are persons holding a position of authority and special trust as defined in KRS 532.045. DJJ prohibits any staff, regardless of his or her age, from subjecting anyone under the custody, care, or supervision of DJJ, with whom he or she comes into contact as a result of his or her position, to sexual contact.

BB. Staff shall fully cooperate with and shall not interfere with any investigation conducted by the Internal Investigation Branch (IIB), a DJJ Supervisor, or Ombudsman, subject to Federal and State constitutional protections.

1. Staff 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. Staff shall not discuss any active or inactive investigation with anyone other than IIB staff or a DJJ Ombudsman. Exceptions to this may be made under the direct authorization of the DJJ Commissioner's Office.

V. MONITORING MECHANISM

Administrative Managers and supervisors shall monitor staff conduct for adherence to this policy on a day-to-day basis.