

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

This Interagency Agreement (IA) is entered into, by and between the Commonwealth of Kentucky, Department of Juvenile Justice (“the Commonwealth”) and Mercer County School District (“the Contractor”) to establish an agreement for the provision a full continuum of educational service for students committed to or in the custody of the Department of Juvenile Justice. The initial IA is effective from the 1st day of July, 2019 through the 30th day of June, 2020.

Department of Juvenile Justice

hereinafter referred to as the Department or Commonwealth, and

Mercer County School District

(Name of Contractor)

530 Perryville Street

Harrodsburg, Kentucky 40330

(Address of Contractor)

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

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

This agreement is intended to form the basis for a cooperative relationship between the Department of Juvenile Justice and **Mercer County School District at Mercer County Day Treatment**. 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.

Scope of Services:

Section 1.

The Contractor agrees to perform the services as hereinafter described with particularity as follows:

A. General Provisions—

1. Comply with all applicable federal and state laws and regulations for the services provided under this agreement.
2. Provide certified and classified staff as applicable to meet the educational needs of the youth.
3. Core classes (English, Math, Science, and Social Studies) shall be taught by a certified teacher.
4. Educational services shall be available on an open entry – open exit basis.
5. Education and treatment shall be an integral part of the student's instructional plan.
6. Education and treatment schedules shall collaborate for the benefit of students.
7. Assure there is one full-time, on-site, principal/head teacher/school administrator/director responsible for all aspects of the program.
8. The full-time, on-site, principal/head teacher/school administrator/director shall:
 - a. Participate in management meetings or trainings designed by DJJ for Contracted Day Treatment Program Directors;
 - b. Submit to DJJ by the 5th of each month a complete, accurate, and cumulative Monthly Medicaid Report
 - c. Submit to DJJ by the 15th of each month a completed program report to include expenditures;
 - d. Conduct monthly auditing of youth treatment files for content, timelines met, and quality of documentation;
 - e. Assure that all files are audited at least quarterly;
 - f. Assure that youth treatment files are uniformly compiled and kept confidential and secure;
 - g. Ensure that staff cooperates during the DJJ annual Education Branch monitoring.
 - i. Encourage completion of all student surveys, staff surveys, and collateral contact surveys requested as part of DJJ monitoring;
 - ii. When requested, a Program Improvement Plan is developed and submitted within 30 days of receipt of the final monitoring report to address any issues noted during the Department's Education Branch monitoring.
 - h. Evaluate employees' performance;
 - i. Ensure substitute teachers are available when teachers are absent all or part of a school day;
 - j. Have a plan to ensure adequate housekeeping and maintenance of the facility;
 - k. Identify and utilize community resources.
9. Adhere to the Department's Code of Conduct and Code of Ethics Policy and Procedures (Addendum A) and cooperate with investigation of misconduct. 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 program, and the Contractor will forthwith provide a different teacher and/or other educational staff to replace the individual that would not be allowed to return.
10. Assure that the school administrator submits an organizational chart including the formal chain of command and detailing the lines of supervision, positions, names and titles for each individual employed at the program.
11. 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.
12. 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.

13. Provide 210 instructional days.
14. 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.
15. 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.
16. 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.
17. 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.
18. Students shall earn credit for education that can be transferred to schools and diplomas are awarded by the state or local school district.
19. Implement programs designed to help English Learner students achieve both English language proficiency and academic standards in reading/language arts, mathematics, and science.
20. Necessary instructional materials and specialized equipment that meet minimum state education standards, including computers, shall be provided by the school district.
21. Incentives shall be provided for educational participation and formal recognition of specific educational, technical, and vocational achievements.
22. Daily transportation to/from school shall be provided or arrangements made for the provision of transportation.
23. Supervision and security procedures shall include:
 - a. Constant supervision of students;
 - b. Student and visitor searches;
 - c. Instances when police/resource officer may be called; and
 - d. Key control.
24. All staff has a duty to report dependency, neglect, or abuse as described in KRS 620.030.
25. DJJ Education Branch shall be notified of any alleged abuse within the program within 24 hours of becoming aware of the allegation.
26. The DJJ Education Branch shall be immediately notified of the media's request for information and/or coverage of the day treatment, its personnel or students actively enrolled in the program.
27. Include the program in the school district textbook revision plan.
28. Provide remedial instruction/intervention to improve basic skills for students who score two or more grade levels below standard in reading or math.
29. Curriculum shall be aligned with the Kentucky Core Academic Standards established in 704 KAR 3:303, and the student goals in the Individual Learning Plan (ILP).
30. Assure that student coursework is appropriate to bring the student into alignment with their assigned grade level. Coursework should follow the credit requirements necessary for earning a high school diploma according to state standards.
31. Only students who are identified as Gifted and Talented, as that term is defined in KRS 157.200(1)(n), should be allowed to accelerate through the high school curriculum for the purposes of qualifying for college coursework as defined in 704 KAR 3:285.
32. Assure that the apportioned annual credit requirements are aligned with the credit requirements and demonstrated competencies as defined in 704 KAR 3:305(2).
33. Require education staff to develop and follow written lesson plans with consideration given to the educational and vocational learning needs of each youth. Lesson plans shall include goals, standards, activities, and modifications.
34. Require education staff to provide instruction that addresses all Learning Styles.
35. Ensure that Career Inventory and Learning Styles are displayed within the classroom area.

36. Require education staff to deliver instruction by diverse methods at least two days per week even when other learning is primarily achieved through online credit recovery programs. Blended learning shall include but not be limited to: project-based learning, groups, teams, hands-on learning activities, or accelerated teaching.
37. Library services shall be provided and made available to students through local library programs, bookmobiles, visits to a partnering school, and/or on-site libraries.
38. Assure that procedures are in place to address student absences from the program.
39. School shall maintain regular contact with the student's parent or caregiver.
 - a. The youth counselor shall communicate with the student's parent or guardian at least once every fourteen (14) days.
 - b. If contact cannot be made, the attempted contact shall be recorded in the student's ITP.
 - c. Each family contact and service shall be recorded in the student's ITP.
40. The Juvenile Service Worker (JSW) shall be notified when a DJJ student is absent or leaves the school grounds without permission.
 - a. Notification shall be documented.
 - b. Parents shall be contacted within two (2) hours when a student is unexpectedly absent.
41. The school shall establish a formal grievance process in their Standard Operating Procedures Manual.
42. Participate fully in the monitoring of this agreement.
43. Ensure that all staff have undergone criminal background investigations and ensure that staff employed are not required to register as a sex offender, and that they do not have criminal convictions or pending charges relating to abuse, sexual abuse, or any felony offense.
44. Ensure that each certified and classified education staff member shall be prohibited from discussing a student's legal status with any other individual.
45. All contracted day treatment programs shall have a written policy mandating zero tolerance toward all forms of sexual abuse, sexual harassment, sexual contact or any type of sexual offense and outlining the agency's approach to preventing, detecting, and responding to such conduct. Contracted day treatment programs shall be responsible for submitting documentation regarding their policies to the Department.
46. Assure there will be no discrimination against any applicant, or recipient of services on account of race, color, age, sex, disability, religious creed, ancestry, national origin or sexual orientation, gender identity, genetic information, political affiliation, or veteran status in performance of this agreement.
47. Assure the DJJ Education Branch Manager, or designee is invited to participate on the interview panel for the hiring of any administrative or educational staff for the program.
48. Assure the program director holds monthly staff meetings for all program staff. Monthly staff meetings include staff being present or via phone conference meetings.
49. Items purchased with DJJ grant funding (Title I Part D) must be tagged and identified as Title I property.
 - a. A written inventory shall be kept, including serial numbers, when applicable.
 - b. Software licenses purchased by Title I Part D, needs to be tracked and identified on corresponding hardware.
 - c. If any durable equipment purchased using Title I Part D funds has exceeded its useful life or is damaged to the point of not being useful, the equipment must be cleansed or destroyed according to School District policy and documented and reported to the Title I Part D Coordinator.
50. 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).
51. Assure staff obtains training consistent with training outlined in the approved day treatment solicitation of application and contract with the Department.
52. Provide Infinite Campus training and give total access for school administrators and academic teachers.
53. Assure certified and classified staff complies with the school district acceptable use policy for Internet usage.
54. Assure no DJJ youth is permitted access to e-mail.

55. Assure Internet access is diligently supervised and is purposeful for the completion of academic/vocational learning objectives.
 56. 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.
- B. Admissions—
1. Priority for admission shall be given to students in the order provided below:
 - a. DJJ committed or probated students;
 - b. Other students adjudicated on public or status offenses;
 - c. Students court ordered;
 - d. Students referred by the FAIR Team or court designated worker (CDW); and
 - e. School referred students with severe behavioral issues in the school and in the community.
 2. School shall have written SOPs that have been reviewed by the DJJ Education Branch, to be followed when accepting or declining a referral.
 3. A copy of the admission criteria and procedures shall be distributed to referring agencies and interested parties.
 4. The student's educational status shall be discussed with the parent or caregiver within five (5) business days of admission.
 5. Completion of orientation shall be documented by a statement signed and dated by the youth and parent or caregiver.
- C. Student Assessments and Records—
1. Federal and state laws and regulations shall govern the confidentiality, maintenance, handling, and access of educational records, including academic, technical, and vocational.
 2. Student data including, but not limited to, behavior, grades, and program participation shall be recorded in Infinite Campus. Assure each youth's educational record contains specific name of courses youth is taking or has completed, amount of time in the course, and grades and credits earned while in the program. This information is to be included when transferring records to the next agency providing education services.
 3. 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.
 4. Assure that educational records are forwarded to the receiving school within five (5) school days following the release of a youth from the program.
 5. Educational and vocational assessments shall be administered within the first ten (10) school days of admission.
 6. Students shall complete a career inventory to include aptitude, interest inventory, and learning and working styles. The results shall:
 - a. Assist in integrating academic vocational and work assignments, and treatment goals;
 - b. Assist staff as they communicate with students;
 - c. Assist in developing each student's Individual Learning Plan (ILP) and Aftercare Plan; and
 - d. Provide each student with workplace readiness skills.
 7. The results of educational and vocational assessments from the school district shall be used as a basis for the initial development, periodic reviews, and revisions of an integrated Individual Treatment Plan (ITP), Individual Learning Plan (ILP), Aftercare Plan, and the Individual Learning Plan Addendum (ILPA), or Individual Education Plan (IEP) as applicable.
 8. 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.
 9. 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.
 10. Assure each youth is included in district wide, end-of-course, and statewide assessments.

11. Require education staff document evidence of a student's level of achievement using local school district's procedural documentation or the Kentucky Academic Standards.
12. 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.
13. For youth eligible for GED testing, assure youth earns grades and credits toward a diploma.
14. 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).
15. An Individual Client Record (ICR) shall be maintained for all students who are committed to DJJ and not placed in a group home. Information shall be entered into the group home's electronic record for student who are placed in a group home.
 - a. All student records shall marked "confidential" and kept in locked file cabinets.
 - b. Staff shall not take student records off the premises.
 - c. If another student must be identified in a student record, they shall be identified by initials only.
 - d. Access to all records shall be limited to those who have a right or a need to know specific information.
16. An ICR shall be maintained for each student according to the following outline. Information in each section shall be filed in chronological order, except where otherwise noted. Any information that clearly does not fit in one of the following categories shall be filed under miscellaneous.

Section One – Intake

 - a. Photograph (on top).
 - b. Initial intake information including referral.
 - c. Program rules and policy signed by the youth.
 - d. Approved visitor and contact list.
 - e. All release forms.
 - f. Any identifying documentation.
 - g. All pre-dispositional reports.
 - h. Verification of Rights.
 - i. Grievance procedure.
 - j. Emergency medical information.
(All other medical information shall be in the Medical Record only.)
 - k. If the youth is a youthful offender (YO), a subsection entitled "Parole" shall be created to include:
 - i. The Pre-Sentence Investigation (always on bottom); and
 - ii. All other parole related documents, to include correspondence making a parole recommendation.

Section Two – Classification and Education

- a. Special notices.
- b. Classification data and documentation.
- c. Administrative Transfer Request (ATR) information, if applicable.
- d. Referral to other agencies.
- e. A subsection entitled "Education" shall be created to include:
 - i. Copy of the Individual Learning Plan (ILP); and
 - ii. Individual Learning Plan Addendum (ILPA) or Individual Education Plan (IEP), as applicable,
 - iii. Education grades, credits, progress reports, notations.
- f. Copies of mental health assessments, if approved by the mental health professional doing the assessment.

Section Three – Individual Treatment Plan (ITP)

- a. Orientation Treatment Plan.
- b. ITP.
- c. Treatment work verification and substance abuse tracking, if applicable.

Section Four – Program Progress

- a. Treatment team signature sheets.

- b. Progress notes.
- c. Weekly progress documentation.

Section Five – Disciplinary and Miscellaneous

- a. Incident reports.
- b. Other behavioral reports.
- c. A subsection entitled “Miscellaneous” shall be created to include:
 - i. Correspondence that does not include parole or ATR’s; and
 - ii. Any other document that does not fit in one of the above sections; for example, visitor and mail logs or the inventory of personal belongings.
- d. Completed resident grievance form.

Section Six - Legal

- a. Resident record card for YOs (always on top).
- b. Judgment or commitment orders.
- c. All other court documents.
 - i. Correspondence that does not regard parole or ATR’s; and
 - ii. Any other document that does not fit in one of the above sections.

D. Treatment Services/Mental Health—

1. A licensed behavioral health professional shall oversee the provision of appropriate behavioral health care for students.
2. Students shall be screened upon admission for suicide risk factors.
 - a. All staff should be trained regarding verbal and behavioral cues of suicide risk and should observe students for signs of vulnerability, trained to recognize high-risk behaviors and high-risk periods of potential suicidal behavior.
 - b. All students shall receive suicide prevention training by September 15 of each school year as described in KRS 156.095 (6).
3. The statewide child abuse hotline number and the National Human Trafficking Reporting Hotline number shall be prominently displayed. KRS 156.095 (8).
4. The Orientation Treatment Plan procedures must:
 - a. Be completed within one (1) week of admission; and
 - b. Use the DJJ Orientation Treatment Plan form.
5. Counseling services shall utilize a trauma informed approach and evidence based practices.
6. Substance abuse education shall be available.
7. Counseling services provided on an emergency basis and upon student’s request, as needed.
8. Individual counseling shall be:
 - a. Conducted a minimum of one (1) scheduled hour per week.
 - b. Documented in the individual client record (ICR) within seven (7) days.
 - c. Utilized to help the youth make changes in thinking and behavior consistent with pro-social norms.
 - d. Utilized to assist youth in meeting goals and tasks identified on the student’s ITP.
9. Group counseling shall be:
 - a. Conducted for one (1) hour at a minimum of two (2) times per week.
 - b. Documented by summary in the individual client record (ICR) within seven (7) days.
 - c. Groups are limited to twelve (12) students in any one session.
 - d. Utilized to help the student make changes in thinking and behavior consistent with pro-social norms.
 - e. Utilized to discuss specific and common issues, conflicts, and concerns.
10. Family counseling shall be available where indicated.
11. Treatment team shall meet on a weekly basis.
 - a. Treatment team shall include the student, the student’s family, Juvenile Service Worker, youth counselor, certified educational staff, youth worker staff (if available), and other approved individuals.
 - b. Youth shall meet with treatment team at least every ten (10) school days.

- c. The treatment team shall be responsible for making all treatment decisions regarding the student.
 - d. The youth counselor shall document the treatment team meeting in the hard case file within seven (7) days of the treatment team meeting date. Entries shall be made prior to the next scheduled treatment team meeting.
 - 12. If a student is in need of a referral based on a mental health concern, parents or guardians shall be contacted.
 - 13. An Individual Treatment Plan (ITP) conference shall be completed within 10 school days of admission.
 - a. The youth, parent or caregiver, and JSW, if applicable, shall be invited to attend the ITP conference.
 - b. Family identified natural supports may be included in the ITP conference upon request from the parent or caregiver, and
 - c. Members of the assigned treatment team shall participate in this conference.
 - d. The ITP shall include measureable interventions/tasks.
 - e. The ITP shall include an initial transition plan.
 - f. An ITP shall be accompanied by a signature sheet that is signed and dated by ITP conference participants.
 - g. The ITP shall be reviewed, dated, and signed by a licensed behavioral health professional.
 - h. A copy of the ITP shall be given to the youth, parent or caregiver, and upon request to any applicable agency or court and placed in the ICR within fifteen school (15) days.
 - 14. The ITP shall be reviewed at least 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.
 - 15. A Treatment Team meeting shall be held thirty (30) days prior to a youth's transition or discharge to complete a transition plan dated with signatures and titles of the multidisciplinary Treatment Team members in attendance. Each student must meet with the Treatment Team at least once prior to returning to their home school.
 - 16. For any youth transitioning back to the regular public school setting, a transition plan shall be completed and a transitional planning conference may be held ten (10) school days prior to the youth's anticipated release to support the youth in their reentry into the appropriate school setting.
- E. Medical—
- 1. Provide access to emergency medical and dental care while youth are at the program.
 - 2. Health care procedures shall be written in the program's Standard Operating Procedure Manual.
 - 3. Health trained staff shall coordinate the provision of health care according to school district policy.
 - 4. Only personnel trained in the administration of medication shall perform the administration of medication.
 - a. Medication shall be counted for accuracy upon arrival at the school.
 - b. Medication shall be secured using key control procedures.
 - c. Staff administering medication shall initial the Medication Administration Record (MAR) each time a dose is administered.
 - d. Controlled substances are double locked and counted and recorded each time the medication keys change hands.
 - e. Medication that is prescribed by a health care provider shall be administered following the established treatment plan.
 - f. Over-the-counter medication shall be administered by health trained staff following school district policy.
 - 5. Parental consent shall be obtained upon admission for medical, dental, and behavioral health treatment.
 - 6. Any medical attention administered shall be recorded in the student's file.
 - 7. Students shall be screened for any health care needs on the day of admission. If a problem is suspected, parents or guardian shall be contacted and assisted, if appropriate, in finding the proper community resources.
 - 8. Proof of immunization shall be required within 30 program days of admission. 902 KAR 2:060

9. Family planning education and counseling regarding aspects of sexuality shall be available in the program or by referral to appropriate community providers.
10. Emergency medical back-up plans shall be included in the program's Standard Operating Procedure Manual. These plans shall include an alternative hospital emergency service or a primary health care provide "on call" service. Plans shall be communicated to all employees.
11. All staff shall be trained to administer first aid while waiting for medical personnel to arrive. First aid kits shall be available.
12. When a student is suspected of or observed ingesting chemicals, the Poison Control Center shall be contacted immediately. Care shall be provided per Poison Control Center instructions.
13. Students shall be screened for drug and alcohol abuse prior to admission to the program by trained, gender appropriate staff. Random screenings may be administered based on cause or court order.
14. Drug and alcohol relapse prevention education shall be provided.
15. Students who demonstrate signs of intoxication or withdrawal shall be transferred for medical clearance.
16. If a student is seriously injured, seriously ill, or attempted suicide, the student's parents and the DJJ Commissioner shall be immediately notified. An incident report shall be completed and forwarded to DJJ Administration within twenty-four (24) hours.
17. In the case of a student death, Emergency Medical Services (EMS) and law enforcement via 911 services shall be immediately notified.
 - a. Staff on duty shall not disturb the body or the immediate area beyond any action necessary to check for vital signs or provide emergency resuscitation techniques.
 - b. The school shall notify the DJJ Commissioner and the Juvenile Service Worker (JSW) as soon as possible.
 - c. Staff shall not provide statements to the press.
 - d. Staff with direct information regarding events surrounding the death shall document this information on an Incident Report. Names of students, teachers, and all involved persons, time Coroner was notified and pronouncement of death given, subsequent notifications of parents and guardians shall be recorded. All pertinent notifications and significant facts related to the death shall be fully documented in the ICR.
 - e. A complete copy of all records relating to the youth shall be forwarded to the DJJ Office of Legal Counsel within seventy-two (72) hours.
18. School shall not discriminate against a student with Human Immunodeficiency Virus, Acquired Immunodeficiency Syndrome, or Sexually Transmitted Infection (HIV, AIDS, STIs).
 - a. The following factors may assist in determining whether to continue placement in school:
 - i. The ability of the student to manage aggressive or sexual behaviors;
 - ii. The maturity and ability of other students in the program to protect themselves from infection; and
 - iii. The availability of medical treatment, as needed.
 - b. These factors shall not in themselves preclude the student's continuation in the program, but shall be considered in relationship to the program's structure and supervision capabilities.
19. An infection control program shall be in place to monitor the incidence of infectious and communicable diseases among students. The program shall:
 - a. Promote a safe and healthy environment;
 - b. Reduce the incidence and spread of disease;
 - c. Assure that student infected with these diseases receive prompt care and treatment; and
 - d. Provide for the completion and filing of all reports consistent with local, state, and federal laws and regulations.

F. Behavior Management—

1. Develop a code of acceptable school behavior and disciplinary measures that are consistent with the approved day treatment solicitation of application and contract with the Department.
2. Disciplinary measures shall not interfere with educational programming, except if there is substantial evidence to justify otherwise.

3. Students shall be made aware of the rules, consequences, and safety and security responses as part of the program orientation.
 - a. Students shall receive a student handbook upon admission.
 - b. Rules and sanctions shall be conspicuously posted in the school.
 4. A system of graduated responses for rule violations shall be established.
 5. Incentives may be used to reward or motivate positive behavior.
 6. The program's system for behavior management shall include alternative to suspension and expulsion.
 7. Sanctions may be used to teach students more constructive and socially acceptable methods for responding to their environment and provide a safe and secure program for students and staff.
 - a. Sanctions shall:
 - i. Be used when dealing with unacceptable behavior; and
 - ii. Be natural, logical, and appropriate.
 - b. Sanctions shall not:
 - i. Be used to demonstrate a staff member's authority over students;
 - ii. Be physically abusive, verbally abuse, or used to dehumanize or humiliate youth;
 - iii. Include the withholding of meals, snacks, educational access, required recreation; or
 - iv. Include the use of restraints or isolation.
 8. Any sanctions issued for a rule violation shall be documented in the student's ICR.
 9. Staff shall model appropriate behavior.
 10. Staff shall discourage and deter inappropriate behavior by students.
 11. Staff shall reinforce positive behavior by students.
 12. Staff shall utilize least restrictive behavior management techniques that will safely manage student behavior.
 13. Staff shall utilize approved and trained methods for the management of youth.
 14. Physical restraint shall only be used when a youth presents a clear danger to himself, others, or property and shall only be performed by staff trained in the program's approved physical restraint procedures according to school district policy.
 15. Any use of physical restraint or management shall be documented.
 16. Mechanical restraints are prohibited.
 17. Incidents which present an imminent threat to the safety or security of a DJJ committed student shall be immediately reported to DJJ Commissioner. An incident report shall be completed as described in DJJPP 1019. (Addendum B)
 18. No individual student or group of students shall be given control or authority over other students.
- G. Environmental-
1. School shall comply with applicable federal, state and local sanitation and health codes.
 2. An Environmental Health and Safety Plan shall be included in the program's Standard Operating Procedures Manual. The Environmental Health and Safety Plan shall include procedures for:
 - a. Annual inspection of the program's potable water source and supply conducted by the local company supplying the program's water;
 - b. Handling and disposing of liquid and solid waste in compliance with the requirements of all local, state, and federal agencies;
 - c. Handling and discarding of contaminated materials and sharps in compliance with OSHA Standard 1910.1030;
 - d. Universal Precautions and the issue and use of Personal Protective Equipment (PPE) in compliance with OSHA Standard 1910.1030;
 - e. A vermin and pest control program; and
 - f. Routine inspection for general cleanliness.
 3. School shall provide a dietician approved, nutritionally adequate menu with allowances for special diets to meet the medical and religious requirements of individual students.
 - a. Food services shall comply with applicable state and local sanitation and health codes, including applicable sections of the State Food Service Code 902 KAR 45:005.
 - b. All foods shall be properly stored using guidelines of the local Health Department.

4. Animals housed in the school shall have a written plan of care, which includes staff responsibilities.
 - a. All animals shall have adequate immunizations, licenses, and humane treatment.
 - b. Student encounters with animals shall be supervised for protection of the student and the animal.
- H. Safety and Security-
1. School shall follow the provisions of the Safe Schools Act/Senate Bill 1, 2019.
 2. Develop a program-specific Emergency Procedure plan to address weather and other emergencies and train all staff annually on such procedures. The Emergency Plan shall delineate procedures in accordance with KRS 158.162 and KRS 158.164.
 - a. Establish primary and secondary escape routes for all rooms. Post the routes in each room by any doorway used for evacuation.
 - b. Identify the best available severe weather safe zones and post the locations of safe zones in each room of the school.
 - c. Develop practices for students to follow during an earthquake.
 - d. Develop and adhere to practices to control access to the school building.
 - e. Conduct emergency response drills to include severe weather drills, earthquake drills, and lockdown drills according to KRS 158.162 (5).
 3. The district shall have an anonymous reporting tool that allows students, parents, and community members to anonymously supply information concerning unsafe, potentially harmful, dangerous, violent or criminal activities, or the threat of these activities to appropriate public safety agencies and school officials.
 4. If the school district is participating in a Kentucky Center for School Safety audit, the contracted day treatment program shall be included in the audit process.
 5. The school shall promote safe work practices and minimize illness and injury to employees and students through the reduction of exposure to blood borne pathogens in accordance with the Occupational Health and Safety Standards (OSHA reference 29 CFR 1910.1030).
 6. Teachers shall sign in and out of the program each day. The documentation shall include a record of arrival and departure times.
 7. All entrance doors shall be locked at all times.
 8. School shall establish procedures, which provide for the safety, security, control, management, and storage of tools, sharps, and hazardous materials including culinary tools, medical equipment and flammable, toxic, caustic, and other hazardous (FTC) materials. Standard Operating Procedures shall include:
 - a. Inventory procedures for all tools, sharps, and FTC materials stored within the school.
 - b. A tool control system.
 - c. Storage of all FTC materials shall be in accordance with applicable fire and safety codes and Environmental Protection Agency (EPA) regulations.

Section 2.

In relation to the agreement, the Department agrees to perform the following functions:

- A. Comply with all applicable federal and state laws and regulations for the services provided under this agreement.
- B. Provide the school administrator or designee as much notice as possible prior to a youth being admitted to or discharged from the 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 Contractor's 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 Contractor 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 Contractor School Administrator. If the matter cannot be resolved, the following action shall be initiated.
- Step 2. The Department Regional Director and the Contractor Superintendent or designee, who is not the School Administrator, will meet within ten (10) working days. They will review the grievance, interview the individuals they deem appropriate and reach a resolution. This resolution will be formalized in writing and conveyed to the Department Facilities Regional Administrator and Contractor 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.

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 22 of the Justice and Public Safety Cabinet Terms and Conditions below.

JUSTICE AND PUBLIC SAFETY CABINET TERMS AND CONDITIONS

1. Contractor shall comply at all times with all applicable federal, state, and local laws, regulations, executive orders, and attorney general opinions.
2. Contractor shall comply with all applicable Commonwealth of Kentucky Executive Department policies and procedures, and Commonwealth Office of Technology policies and procedures.
3. The Contractor shall report any and all acts and omissions constituting a violation of applicable federal, state, or local laws, policies and procedures, or this Agreement, to the Commonwealth in writing within one business day of the discovery of the violation.
4. 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 Agreement.
5. 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.
 - 5.1. "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:
 - 5.1.1. 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;
 - 5.1.2. A Social Security number;
 - 5.1.3. A taxpayer identification number that incorporates a Social Security number;
 - 5.1.4. A driver's license number, state identification card number, or other individual identification number issued by an agency;
 - 5.1.5. A passport number or other identification number issued by the United States government; or

- 5.1.6. 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.
- 5.2. 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.”
- 5.3. The Contractor agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
- 5.4. 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
- 5.5. The Contractor agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.
- 5.6. 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.
- 5.7. 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.
6. 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 Agreement, 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 Agreement.
7. 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 Agreement.
8. The Contractor shall not utilize Commonwealth data for the Contractor’s benefit except as contemplated within and pursuant to the terms and conditions of this Agreement. The Contractor shall not sell or resell any and all Commonwealth data.
9. 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.
10. Upon the expiration of the term of this Agreement, 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 Agreement; (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 Agreement; or (3) retain the data subject to the terms of this Agreement 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).
11. The parties agree that they receive all information communicated between them before the execution of this Agreement 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.
12. The Contractor shall not represent that a working copy, draft, or the finalized version of this Agreement is identical to a previous iteration of this Agreement 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.

13. During the term of this Agreement, 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.
14. In no event shall any person or entity be deemed to be a third-party beneficiary of this Agreement.
15. 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 Agreement. 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.
16. Each party shall provide a contact to resolve any and all issues related to this Agreement and promptly update the contact information as necessary.
17. All notices under this Agreement shall be given in writing. Electronic mail constitutes a writing.
18. No change, waiver, or discharge of any liability or obligation under this Agreement 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.
19. No party shall assign its respective rights or obligations under this Agreement without prior written consent of the other party. Any purported assignment or delegation in violation of this Agreement is void.
20. The terms and conditions of this Agreement may only be amended by mutual written consent of both parties.
21. The Contractor agrees that any and all violations of this Agreement may result in the immediate termination of this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.
22. The Commonwealth shall have the right to terminate and cancel this Agreement at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.
23. The parties agree that any claim, action, or lawsuit arising under this Agreement must be brought in Franklin Circuit Court in the Commonwealth of Kentucky.
24. If any term or provision or any part of this Agreement is declared invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law.
25. This Agreement is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this Agreement.

COMMONWEALTH: Department of Juvenile Justice
Name of Agency

APPROVED:

BY: Raymond F. DeBor
DJJ Commissioner Signature

DATE: 6/28/19

CONTRACTOR: _____
Name of Agency

APPROVED:

BY: _____
Signature

TITLE: _____

DATE: _____