

OK AS TO FORM  
A.M.H. 6.8.2020



## JUSTICE AND PUBLIC SAFETY CABINET

**Andy Beshear**  
Governor

**Department of Juvenile Justice**  
1025 Capital Center Drive, 3<sup>rd</sup> Floor  
Frankfort, Kentucky 40601-8205  
Phone (502) 573-2738  
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[www.kentucky.gov](http://www.kentucky.gov)

**Justice Mary C. Noble, Ret.**  
Secretary

**LaShana M. Harris**  
Commissioner

June 9, 2020

Enclosed are the 2020-2021 Interagency Agreements (IA) between the Department of Juvenile Justice and Jefferson County Public Schools for education services for youth committed to, or in the custody of, the Department at the Jefferson Regional Juvenile Detention Center and Louisville Day. 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,

A handwritten signature in black ink, appearing to read "LaShana M. Harris".

LaShana M. Harris, J.D.  
Commissioner

Enclosures

**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 Jefferson County Public Schools (“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 1<sup>st</sup> day of July, 2020 through the 30<sup>th</sup> day of June, 2021.

**Department of Juvenile Justice**

hereinafter referred to as the Department or Commonwealth, and

**Jefferson County Public Schools**

(Name of Contractor)

**3332 Newburg Road**

**Louisville, Kentucky 40232**

(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 **Jefferson County Public Schools at Jefferson Regional Juvenile Detention 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.

**Scope of Services:**

**Section 1.**

The Contractor 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. Core classes (English, Math, Science, and Social Studies) shall be taught by a certified teacher.
- D. Assure that one full-time, on site principal/head teacher/school administrator/director is responsible for all aspects of the school program.
- E. Teachers shall sign in and out of the program each day. The documentation shall include a record of arrival and departure times.
- F. Assure that the school administrator submits an organizational chart detailing the lines of supervision, positions, names and titles for each individual employed at the program.
- G. 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.
- H. 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.
- I. Provide 210 instructional days.
- J. 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.
- K. 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.
- L. Assure that the program operates within the traditional school day.
- M. Make educational services available to each youth upon admission, except if there is substantial evidence to justify otherwise, and construct educational services on an open entry – open exit basis.
- N. 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.

- O. Within 30 calendar days of the date of this agreement, the Second Party agrees to provide access to the Kentucky Student Information system (KSIS)/Infinite Campus for each student attending the schools that are the subject of the Interagency Agreements;
- P. KSIS/Infinite Campus access shall be limited to DJJ Education Branch Manager and the identified Education staff for the purposes of monitoring, technical assistance and tracking student progress.
- Q. KSIS/Infinite Campus access for the DJJ Education Branch Manager and the identified Education staff shall be Read-only and shall include: student demographics, attendance, grades, GPA, graduates, courses, vocational and C-tech certifications, ILPA, teacher-student class rosters and program participation including special education, gifted and talented, Title I, limited-English proficiency, and others as applicable. The DJJ Education Branch shall have the ability to generate reports based on student information.
- R. 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.
- S. Implement programs designed to help English Learner students achieve both English language proficiency and academic standards in reading/language arts, mathematics, and science.
- T. Coursework should follow the credit requirements necessary for earning a high school diploma according to state standards. Assure that the apportioned annual credit requirements are aligned with the credit requirements and demonstrated competencies as defined in 704 KAR 3:305 (2).
- U. Library services shall be provided and made available to students through local library programs, bookmobiles, and/or on-site libraries.
- V. Require education staff to provide instruction that addresses the Learning Styles of each student.
- W. Ensure that Career Clusters and Learning Styles are displayed within the classroom area.
- X. 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.
- Y. 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.
- Z. 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.
- AA. 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.
- BB. For youth eligible for GED testing, assure youth earns grades and credits toward a diploma while preparing for GED testing.
- CC. Conduct educational and vocational assessments within five (5) school days of the student's admission if previous results are not available.
- DD. Students shall complete a career assessment to include aptitude, interest inventory, and learning and working styles. The results shall:

1. Assist staff as they communicate with students;
  2. Assist in the develop each student's Individual Learning Plan (ILP) and Aftercare Plan; and
  3. Provide each student with workplace readiness skills.
- EE. Review and revise, as needed, the Individual Learning Plan (ILP) for each youth and write an Individual Learning Plan Addendum (ILPA) or Individual Education Plan (IEP), as applicable, using results of educational and vocational assessments.
- FF. 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.
- GG. 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.
- HH. Assure each youth is included in district wide and statewide assessments.
- 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. Collaboratively develop with DJJ staff a code of acceptable school behavior and disciplinary measures which are complimentary to and consistent with the facility behavior management system.
- LL. Student data including, but not limited to, 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.
- 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. Assure district staff is knowledgeable of the content of the daily log and record incidents as needed to enhance communication to better address the individual needs of the youth.
- OO. Adhere to the Department's Education Policies and Procedures. (Appendix A)
- PP. Adhere to the Department's Code of Conduct and Code of Ethics Policies and Procedures and cooperate with investigation of misconduct. (Appendix B) 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 property, 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.
- QQ. Cooperate with the facility superintendent in obtaining the information and releases required for criminal and administrative background investigations to be conducted on any certified or classified staff who may have contact with youth and agrees to not assign any certified or classified staff to work at the program who is not approved.

- RR. Ensure that each certified and classified education staff member submits a signed Confidentiality Agreement to the facility superintendent. School staff shall be prohibited from discussing student's legal status with any other individual.
- SS. Adhere to and cooperate with the pursuit of accreditation standards to which the Department is subject.
- TT. Comply with the Prison Rape Elimination Act (PREA) (42 U.S.C. §15601, et seq.) and with all applicable PREA National Standards (28 C.F.R. Part 115). The basic tenets of compliance with PREA assert that DJJ and all associated contractors have a zero tolerance policy toward sexual abuse, sexual assault, sexual harassment or any other type of sexual misconduct between youth and youth or staff and youth. The school district agrees to notify the Department and promptly investigate any allegations or instances of any sexual misconduct. (Appendix C)
- UU. The school district will ensure education staff participates in all mandatory training requirements as directed by federal requirements, DJJ Policy, and American Correctional Association accreditation standards, either through its own training, or through participation in DJJ training. Mandatory trainings include but may not be limited to program-specific Emergency Procedure training and Prison Rape Elimination Act (PREA) training.
- VV. Participate fully in the monitoring of this agreement.
- WW. 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.
- XX. Assure the facility superintendent/designee is invited to participate on the interview panel for the hiring of any educational staff for the program.
- YY. Allow the school principal or designee to participate on the interview panel for the hiring of any rehabilitation instructor or vocational staff for the program.
- ZZ. Assure the school administrator/designee attends the facility management team meetings.
- AAA. Assure appropriate DJJ staff is invited to participate in educational meetings relative to the development or review of educational services for individual youth (i.e., Admissions and Release Committee (ARC) meetings).
- BBB. Assure no DJJ youth is permitted access to email, except in cases when email is required to access educational programs. In these cases, DJJ youth shall be closely monitored.
- CCC. Adhere to the Children's Internet Protection Act (CIPA) and assure that internet access is diligently supervised and is purposeful for the completion of academic/vocational learning objectives.

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 facility.
- C. Assure that 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. Provide the school administrator notice of relevant meetings at the same time other Department staff is provided notice.
- F. Assure facility staff will provide supervision and supportive assistance in the course of all academic activities. Youth workers shall be included in classroom activities to the maximum extent possible and shall work cooperatively with all education staff.
- G. Require Department staff to read and record in the program's daily log to assure knowledge of any incident that may affect a youth's behavior or performance is communicated.
- H. Make the daily log accessible to school district staff to enhance communication to better address the individual needs of the youth.
- I. Dispense all medication to the youth.
- J. Notify the School Administrator of any grievance involving the educational staff. Each agency will address the grievance according to their respective policy and procedures. If a mutually acceptable resolution is not reached within the timelines of the respective policies and procedures, the following action shall be initiated:
  - Step 1. The Department Regional Administrator and 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 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 10 working days. They will review the grievance, interview the individuals they deem appropriate and reach a resolution. This resolution will be formalized in writing and conveyed to the Facility Superintendent and School Administrator.
- K. Assure appropriate DJJ staff attends educational meetings relative to the development or review of educational services for individual youth (i.e., Admissions and Release Committee (ARC) meetings).
- L. Provide technical assistance through education staff in the Education Branch.
- M. Collaboratively develop with the local school district staff a code of acceptable school behavior and disciplinary measures that are consistent with the facility behavior management system.
- N. Participate on the interview panel for the hiring of any educational staff for the program.
- O. Obtain information and releases required for criminal and administrative background investigations to be conducted on any certified or classified staff who may have contact with youth. Assure that criminal and background checks are completed for school staff.

- P. Refuse an educational staff entry to a facility if they are found to be in violation of the Department's Code of Conduct or Code of Ethics policies and procedures.
- Q. Schedule facility management team meetings, whenever possible, to allow the school administrator the opportunity to attend.
- R. Provide safety inspections at regular intervals.
- S. Consider the school calendar in the timing of discharge of youth from facility, whenever possible.
- T. In schools where DJJ provides internet services, a content filtering device will be used to ensure that Sexually Explicit materials are not available via any video or computer system, software or hardware product, or internet service in any classroom setting or any areas where youth are present with the office and programs of the Department of Juvenile Justice.

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 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 by Contractor 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 Department of Juvenile Justice 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.
  26. Nothing in this Agreement shall be deemed to waive, or otherwise limit, the rights, privileges, immunities, including sovereign immunity granted under Kentucky Constitution §§ 230 & 231 and the United States Constitution Eleventh Amendment, and matters of defense now available or hereafter made available to the Commonwealth and/or its officers and employees.

COMMONWEALTH: Department of Juvenile Justice  
Name of Agency

APPROVED:

BY:   
DJJ Commissioner Signature

DATE: 6/9/20

CONTRACTOR: \_\_\_\_\_  
Name of Agency

APPROVED:

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

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

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

**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 Jefferson County Public Schools (“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 1<sup>st</sup> day of July, 2020 through the 30<sup>th</sup> day of June, 2021.

**Department of Juvenile Justice**

hereinafter referred to as the Department or Commonwealth, and

**Jefferson County Public Schools**

(Name of Contractor)

**3332 Newburg Road**

**Louisville, Kentucky 40232**

(Address of Contractor)

hereinafter referred to as the Contractor,

**WITNESSETH, THAT:**

Whereas, the Department, in the exercise of its lawful duties according to KRS 605.093, 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 **Jefferson County Public Schools at Louisville Day**. 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.

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**Section 1.**

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- C. Assure that one full-time, on site principal/head teacher/school administrator/director is responsible for all aspects of the school program.
- D. Core classes (English, Math, Science, and Social Studies) shall be taught by a certified teacher.
- E. Teachers shall sign in and out of the program each day. The documentation shall include a record of arrival and departure times.
- F. 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.
- G. 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.
- H. 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.
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- J. 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.
- K. Develop a mutually agreed upon yearly school calendar that identifies local school district instructional days, instructional/direct service days beyond the local school district calendar, professional development days, holidays, vacation days and non-instructional days.
- L. Assure that procedures are in place to address youth absences from the program.
- M. Assure that the program operates within the traditional school day.
- N. Assure the school administrator submits the yearly school calendar and daily school schedule to the facility superintendent and the by July 1 of each respective year for the next school year.
- O. Make educational services available to each youth upon admission and construct educational services on an open entry – open exit basis.
- P. 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.

- Q. Within 30 calendar days of the date of this agreement, the Second Party agrees to provide access to the Kentucky Student Information system (KSIS)/Infinite Campus for each student attending the schools that are the subject of the Interagency Agreements;
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- S. KSIS/Infinite Campus access for the DJJ Education Branch Manager and the identified Education staff shall be Read-only and shall include: student demographics, attendance, grades, GPA, graduates, courses, vocational and C-tech certifications, ILPA, teacher-student class rosters and program participation including special education, gifted and talented, Title I, limited-English proficiency, and others as applicable. The DJJ Education Branch shall have the ability to generate reports based on student information.
- T. Provide instruction based on Kentucky Academic Standards, Career and Technical Education Program of Studies Implementation Manual, and Kentucky Occupational Skill standards to meet the individual needs of each youth.
- U. Cooperate with the Kentucky Department of Education and Office of Career and Technical Education to ensure vocational teachers placed within the program have access to the internet in classrooms.
- V. 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).
- W. Coursework should follow the credit requirements necessary for earning a high school diploma according to state standards. Assure that the appropriate annual credit requirements are aligned with the credit requirements and demonstrated competencies as defined in 704 KAR 3:305(2).
- X. Library services shall be provided and made available to students through local library programs, bookmobiles, and/or on-site libraries.
- Y. Require education staff to provide instruction that addresses the Learning Styles of each student.
- Z. Ensure that Career Clusters and Learning Styles are displayed within the classroom area.
- AA. 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.
- BB. 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.
- CC. Require education staff document evidence of a student's level of achievement using local school district's procedural documentation or the Kentucky Academic Standards.
- DD. 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.

- EE. For youth eligible for GED testing, assure youth earns grades and credits toward a diploma while preparing for GED testing.
- FF. Implement programs designed to help English Learner students achieve both English language proficiency and academic standards in reading/language arts, mathematics, and science.
- GG. Conduct educational and vocational assessments within fourteen (14) calendar days of the student's admission if previous results are not available.
- HH. Students shall complete a career assessment to include aptitude, interest inventory, and learning and working styles. The results shall:
1. Assist in integrating academic vocational and work assignments, and treatment goals;
  2. Assist staff as they communicate with students;
  3. Assist in developing each student's Individual Learning Plan (ILP) and Aftercare Plan; and
  4. Provide each student with workplace readiness skills.
- II. Review and revise, as needed, the Individual Learning Plan (ILP) pursuant to 704 KAR 3:305 for each youth and write an Individual Learning Plan Addendum (ILPA) as described in 704 KAR 19:002 or Individual Education Program (IEP) as described in 707 KAR 1:320, as applicable, using results of educational and vocational assessments.
- JJ. 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.
- KK. 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 A)
- LL. 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.
- MM. Assure each youth is included in district wide and statewide assessments.
- NN. Provide necessary instructional materials and specialized equipment that meet minimum state education standards including computers and data lines.
- OO. Provide remedial instruction/intervention to improve basic skills for students who score two or more grade levels below standard in reading or math.
- PP. Collaboratively develop with DJJ staff a code of acceptable school behavior and disciplinary measures which are complimentary to and consistent with the facility behavior management system.
- QQ. Student data including, but not limited to,, 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.
- RR. 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).

- SS. Adhere to the Department's Education Policy and Procedures. (Appendix B)
- TT. Adhere to the Department's Code of Conduct and Code of Ethics Policies and Procedures and cooperate with investigation of misconduct. (Appendix C) If a violation occurs, disciplinary issues relating to school district personnel shall be governed by the local school district's policy and procedures. 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 property, 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.
- UU. Cooperate with the facility superintendent in obtaining the information and releases required for criminal and administrative background investigations to be conducted on any certified or classified staff who may have contact with youth and agrees to not assign any certified or classified staff to work at the program who is not approved.
- VV. Ensure that each certified and classified education staff member submits a signed Confidentiality Agreement to the facility superintendent. School staff shall be prohibited from discussing a student's legal status with any other individual.
- WW. Adhere to and cooperate with the pursuit of accreditation standards to which the Department is subject.
- XX. Comply with the Prison Rape Elimination Act (PREA) (42 U.S.C. §15601, et seq.) and with all applicable PREA National Standards (28 C.F.R. Part 115). The basic tenets of compliance with PREA assert that DJJ and all associated contractors have a zero tolerance policy toward sexual abuse, sexual assault, sexual harassment or any other type of sexual misconduct between youth and youth or staff and youth. The school district agrees to notify the Department and promptly investigate any allegations or instances of any sexual misconduct. (Appendix D)
- YY. The school district will ensure education staff participates in all mandatory training requirements as directed by federal requirements, DJJ Policy, and American Correctional Association accreditation standards, either through its own training, or through participation in DJJ training. Mandatory trainings include but may not be limited to program-specific Emergency Procedure training and PREA (Prison Rape Elimination Act) training.
- ZZ. Participate fully in the monitoring of this agreement.
- AAA. 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.
- BBB. Assure the facility superintendent/designee is invited to participate on the interview panel for the hiring of any educational staff for the program.
- CCC. Allow the school principal or designee to participate on the interview panel for the hiring of any rehabilitation instructor or vocational staff for the program.
- DDD. Assure the school administrator/designee attends the facility management team meetings.
- EEE. Assure appropriate DJJ staff is invited to participate in educational meetings relative to the development or review of educational services for individual youth (i.e., Admissions and Release Committee (ARC) meetings).
- FFF. Assure staff obtains required training per Department standards.



GGG. Assure no DJJ youth is permitted access to e-mail, except in cases when email is required to access educational programs. In these cases, DJJ youth shall be closely monitored.

HHH. Adhere to the Children's Internet Protection Act (CIPA) and assure that internet access is diligently supervised and is purposeful for the completion of academic/vocational learning objectives.

## Section 2.

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

- A. Comply with all applicable federal and state laws and regulations for the services provided under this agreement.
- B. Provide the school administrator or designee as much notice as possible prior to a youth being admitted to or discharged from the facility.
- C. Assure that 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. Provide the school administrator a notice of relevant meetings at the same time other Department staff is provided notice.
- F. Assure facility staff will provide supervision and supportive assistance in the course of all academic activities. Youth workers shall be included in classroom activities to the maximum extent possible and shall work cooperatively with all education staff.
- G. Dispense all medication to the youth.
- H. Notify the School Administrator of any grievance involving the educational staff. Each agency will address the grievance according to their respective policy and procedures. If a mutually acceptable resolution is not reached within the timelines of the respective policies and procedures, the following action shall be initiated:
  - Step 1. The Department Regional Administrator and 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 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 10 working days. They will review the grievance, interview the individuals they deem appropriate and reach a resolution. This resolution will be formalized in writing and conveyed to the Facility Superintendent and School Administrator.
- I. Assure appropriate DJJ staff attends educational meetings relative to the development or review of educational services for individual youth (i.e., Admissions and Release Committee (ARC) meetings).

- J. Assure educators are assigned to treatment teams and a minimum of one educator attends each treatment team meeting scheduled during the 210 instructional days. The educator will be an active participant in the development of each youth's initial Individual Treatment Plan (ITP) and attend weekly treatment team meetings to address youth's progress and transition needs.
- K. Provide technical assistance through Education Branch staff.
- L. Collaboratively develop with the local school district staff a code of acceptable school behavior and disciplinary measures that are consistent with the facility behavior management system.
- M. Participate on the interview panel for the hiring of any educational staff for the program.
- N. Obtain information and releases required for criminal and administrative background investigations to be conducted on any certified or classified staff who may have contact with youth. Assure that criminal and background checks are completed for school staff.
- O. Refuse an educational staff entry to a facility if they are found to be in violation of the Department's Code of Conduct or Code of Ethics policies and procedures.
- P. Schedule facility management team meetings, whenever possible, to allow the school administrator the opportunity to attend.
- Q. Provide safety inspections at regular intervals.
- R. Consider the school calendar in the timing of discharge of youth from facility, whenever possible.
- S. Through use of the DJJ Proxy Server and the Information Systems Branch in schools where DJJ provides internet services, ensure that Sexually Explicit Material are not available via any video or computer system, software or hardware product, or internet service in any areas and programs of Department of Juvenile Justice.

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 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 by Contractor 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 Department of Juvenile Justice 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.

26. Nothing in this Agreement shall be deemed to waive, or otherwise limit, the rights, privileges, immunities, including sovereign immunity granted under Kentucky Constitution §§ 230 & 231 and the United States Constitution Eleventh Amendment, and matters of defense now available or hereafter made available to the Commonwealth and/or its officers and employees.

**COMMONWEALTH:** Department of Juvenile Justice  
Name of Agency

**APPROVED:**

**BY:**   
DJJ Commissioner Signature

**DATE:** 6/9/20

**CONTRACTOR:** \_\_\_\_\_  
Name of Agency


**APPROVED:**

**BY:** \_\_\_\_\_  
Signature

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

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

Appendix A  
Kentucky Department of Juvenile Justice  
DJJ Day Treatment Programs  
Treatment Team Policies  
DJJPP 1009

	<b>JUSTICE AND PUBLIC SAFETY CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES: 1-JDTP-3D-10, 12</b>
<b>CHAPTER: Day Treatment Services</b>	<b>AUTHORITY: KRS 15A.0652</b>	
<b>SUBJECT: Treatment Team Composition, Function, and Responsibility</b>		
<b>POLICY NUMBER: DJJ 1009</b>		
<b>TOTAL PAGES: 2</b>		
<b>EFFECTIVE DATE: 4/05/2019</b>		
<b>APPROVAL: Carey D. Cockerell , COMMISSIONER</b>		

**I. POLICY**

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

**II. APPLICABILITY**

This policy shall apply to Department of Juvenile Justice (DJJ) operated day treatment programs.

**III. DEFINITIONS**

Refer to Chapter 1000.

**IV. PROCEDURES**

- A. During times when school is in session, the treatment team shall meet on a weekly basis. Each student shall meet with the treatment team at least every fourteen (14) school days.
- B. In the event that the student is absent from school during their scheduled treatment team meeting, the treatment team shall schedule the student to meet with treatment team during the next scheduled week.
- C. Treatment teams shall be chaired by the Superintendent or designee. Treatment team meeting documentation shall be reviewed by the Superintendent.
  - 1. Treatment team members shall include the youth counselor, youth worker (YW) staff, education staff, parent or caregiver, and JSW if applicable.
  - 2. The treatment team may also include the following: psychiatrist, Mental Health Branch staff, other professional counseling and mental health staff, and other approved individuals.

<b>POLICY NUMBER</b> DJJ 1009	<b>EFFECTIVE DATE</b> 4/05/2019	<b>PAGE NUMBER</b> 2 of 2
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- 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 treatment team chair person 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. 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 student.
  - 5. At a minimum, two (2) or more team members shall be at each treatment team meeting.
- E. The student shall participate in the treatment team meetings in all cases involving major treatment decisions, such as level movement, ITP's, and transition planning.
- F. The treatment team shall be responsible for making all treatment decisions regarding a student.
- G. 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) school 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.

- B. The Superintendent shall be responsible for monitoring compliance with this policy.
- C. Monitoring shall also be conducted by the QA Branch during regularly scheduled monitoring.



## Appendix B


Kentucky Department of Juvenile Justice

DJJ Day Treatment Programs

Education Policy and Procedures

DJJPP 1002, 1003, 1022, 1023, 1024,

1025, 1026, 1027, 1028, and 1029

	<b>JUSTICE AND PUBLIC SAFETY CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES: 1-JDTP-3C-01-04; 3D-18</b>
<b>CHAPTER: Day Treatment Services</b>		<b>AUTHORITY: KRS 15A.0652</b>
<b>SUBJECT: Admissions</b>		
<b>POLICY NUMBER: DJJ 1002</b>		
<b>TOTAL PAGES: 3</b>		
<b>EFFECTIVE DATE: 4/05/2019</b>		
<b>APPROVAL: Carey D. Cockerell</b>		<b>, COMMISSIONER</b>

## **I. POLICY**

Day treatment programs shall provide an alternative to institutionalization for students and shall be a link in the transitioning of students into community placement. Prior to a student being placed in a day treatment program, an assessment of the student's individual needs shall be completed. The Department of Juvenile Justice (DJJ) shall provide services to students in day treatment programs without discrimination on the basis of race, color, sex, disability, age, national origin, religion, sexual orientation, gender identity, genetic information, political affiliation, or veteran status.

## **II. APPLICABILITY**

This policy shall apply to DJJ operated day treatment programs.

## **III. DEFINITIONS**

Refer to Chapter 1000.

## **IV. PROCEDURES**

### **A. Eligibility Criteria for Day Treatment Admissions**

1. Students ages twelve (12) to seventeen (17) shall be eligible for admission consideration. Students aged eighteen (18) shall only be eligible for admission to a DJJ operated day treatment if they are committed to the Department and have educational needs that can best be met in the day treatment setting.
2. Priority for admission shall be given to students in the following order:
  - 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;
  - e. Department of Community Based Services (DCBS); and

<b>POLICY NUMBER</b> DJJ 1002	<b>EFFECTIVE DATE</b> 4/05/2019	<b>PAGE NUMBER</b> 2 of 3
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- f. School referred students with severe behavioral issues in the school and in the community.

**B. Referral Process**


1. The referring agent shall provide a written referral to the Superintendent or designee including appropriate information. Without adequate information, the Superintendent may deny any student admission into the program. This information shall be documented for inclusion in the student's individual client record (ICR).
  2. Information for a student to be admitted shall include the following:
    - a. Identifying information: name, address, date of birth, sex, and race or ethnic origin;
    - b. Reason for referral, including presenting problems;
    - c. Who to notify in case of emergency and date of information gathered;
    - d. Name of referring agency or committing authority;
    - e. Education and school history;
    - f. Social history where applicable;
    - g. Special medical problems or needs;
    - h. Personal physician if applicable;
    - i. Legal status including jurisdiction, length, and conditions of placement;
    - j. Signature of both interviewee and employee gathering information;
    - k. Needs assessment for students who are probated, committed, or sentenced to the Department; and
    - l. Any other information pertinent to the student.
  3. Referrals shall be reviewed by the Superintendent and treatment team members. The referring individual or agency shall be notified of a decision within two (2) weeks of the program receiving a complete referral packet. If the decision is made that a day treatment program is not the appropriate placement for a student, a response in writing shall be provided to the referring agency with recommendations for other service or placement options.
  4. Upon written request, from the respective student, an explanation of the reason the student was not accepted into the program shall be provided.
  5. Once a student has been admitted the Superintendent, upon consultation with the treatment team, shall retain the right to request their removal from the program. Reason for removal shall be documented.
    - a. Fighting or Violent Behavior;
    - b. Chronic Program Disruption;
    - c. Truancy or Failure to Attend; and
    - d. Failure to Make Progress in the Program (i.e. non-productivity, not completing assigned work, sleeping)
- C. At the time of admission, staff shall be informed of any special needs of the student, to include dietary, physical, or mental health problems that may require attention.**

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- D. Each program shall make accommodations for students with a disability. A designee in the day treatment shall make appropriate referrals for care and treatment and may provide connection to resources when a student has a disability that manifests in behaviors that may present a threat to self or others. The program should follow each child's Individual Education Plan (IEP) and 504 Plan.
- E. The Superintendent or designee shall ensure that referral information and special needs information of the student are transmitted to staff upon admission of the student or within twenty-four (24) hours of arrival.
- F. A copy of the admission criteria and procedures shall be distributed annually to referring agencies and interested parties.

**V. MONITORING MECHANISM**

The Superintendent, the Facilities Regional Administrator (FRA), and the Quality Assurance (QA) Branch shall monitor this activity.

	<b>JUSTICE CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES: 1-JDTP-3B-10; 3C-01-06; 3D-06, 10</b>
<b>CHAPTER: Day Treatment Services</b>		<b>AUTHORITY: KRS 15A.0652</b>
<b>SUBJECT: Intake and Orientation</b>		
<b>POLICY NUMBER: DJJ 1003</b>		
<b>TOTAL PAGES: 4</b>		
<b>EFFECTIVE DATE: 4/05/2019</b>		
<b>APPROVAL: Carey D. Cockerell</b>		<b>, COMMISSIONER</b>

**I. POLICY**

At admission students shall undergo appropriate screening and orientation to the program. Day Treatment programs shall not discriminate on the basis of race, color, sex, disability, age, national origin, religion, sexual orientation, gender identity, genetic information, political affiliation, or veteran status.

**II. APPLICABILITY**

This policy shall apply to each Department of Juvenile Justice (DJJ) operated day treatment program.

**III. DEFINITIONS**

Refer to Chapter 1000.

**IV. PROCEDURES**

**A. At the time of admission:**

1. The following information, if not already received, shall be obtained for the student:
  - a. Identifying information: name, address, date of birth, sex, and race or ethnic origin;
  - b. Reason for referral, including presenting problems;
  - c. Who to notify in case of emergency and date of information gathered;
  - d. Name of referring agency or committing authority;

<b>POLICY NUMBER</b> <b>DJJ 1003</b>	<b>EFFECTIVE DATE</b> <b>4/05/2019</b>	<b>PAGE NUMBER</b> <b>2 of 4</b>
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- e. Education and school history, including the student's Individual Education Plan (IEP) or 504 Plan;
  - f. Social history where applicable;
  - g. Special medical problems or needs;
  - h. Personal physician if applicable;
  - i. Legal status including jurisdiction, length, and conditions of placement;
  - j. Signature of both interviewee and employee gathering information;
  - k. Needs assessment for student who are probated, committed, or sentenced to the Department; and
  - l. Any other information pertinent to the student; and
2. A medical and dental screening shall be conducted in accordance with DJJPP Chapter 4 (Admission Screening for Physical and Behavioral Health Challenges). Mental health information limited to the medications, counseling history, and concerns of suicidal ideation shall be obtained. If not already obtained, staff shall request information related to any special needs of the student, to include physical or mental health problems that may require medical attention.
- B. The student's educational status shall be discussed with the student and parent or caregiver within five (5) school days of admission by educational staff.
- C. At intake, an orientation of the student and parent or caregiver to procedures, rules, programs, and services shall be conducted.
- 1. Each program shall provide foreign language interpretation of orientation materials for both the student and parent or caregiver when a language barrier exists.
  - 2. Each program shall assist the student in understanding material when a literacy, hearing, or visual impairment problem exists and shall provide interpretation if needed.
- D. Orientation with the student and parent or caregiver shall include the following:
- 1. Receiving and verifying current prescribed medications for the student;
    - a. Only staff trained in the Health Services Protocol shall administer medications. The Health Service Protocol (HSP) training is a 37.5 hour Protocol training course approved by the Kentucky Board of Nursing. Health-trained staff shall receive an annual HSP update at a minimum of two (2) hours.

- b. Medications shall be taken at home if possible.
  - c. The first dose of a new medication shall be administered at home to ascertain if the student has any adverse reactions.
  - d. If a medication has to be administered at the day treatment the parent or guardian shall sign a parent or guardian authorization. If possible, the parent or guardian shall bring medications to and from the day treatment, if the student is under eighteen (18) years of age.
  - e. All medications shall be in their original container labeled by a physician or pharmacist with the frequency, dosage, and route of taking medication (orally, topically, etc.) visibly clear. Prescription dates shall be valid. Expired prescriptions shall not be given to a student.
  - f. Medication shall be stored in an area designated by the day treatment in a secure location accessible only to authorized personnel.
  - g. Injectable medications shall not be administered in schools except in specific emergency situations. Medication shall be counted and documented when administered to ensure proper administration. Reference DJJPP Chapter 4 (Pharmaceuticals).
  - h. No over-the-counter medication shall be administered by HSP staff.
  - i. Students shall not prepare, dispense, or administer medication, except for self-medication programs approved by the Medical Director and the facility Superintendent or medication necessary for the emergency management of a condition.
2. Photographing the student;
  3. Assigning a specific staff member for treatment planning and counseling duties;
  4. Documenting receipt of both verbal and written explanation of:
    - a. student rights;
    - b. Duties and responsibilities;
    - c. The right to file a grievance, as well as the location of the grievance documentation;
    - d. Information regarding the prevention of harassment, physical abuse, sexual abuse and sexual assault;
    - e. The purpose of drug screens, the consequences of positive test results, and the consequences of failure or refusal to cooperate by providing a specimen; and


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- f. Procedures concerning how outside investigative units may be contacted for the reporting of any act in which the health or welfare of a resident is perceived to have been harmed or threatened with harm.
- 5. Providing written orientation materials to the student and parent or caregiver and recording information to be used for phone contact, emergency contact as well as authorized visitors and early release.
- E. Completion of orientation shall be documented by a signed and dated statement by the student and parent or caregiver.
- F. Upon first day of attendance, the Superintendent or designee shall meet with the student to discuss program goals, services, program rules, chargeable offenses, range of penalties, incentives for good behavior, and possible disciplinary actions.
- G. A student's Orientation Treatment Plan shall be written within seven (7) school days of admission. The plan shall be in accordance with protocol approved by the Superintendent and shall be signed by the student and the assigned youth counselor.
- H. The daily program during the orientation period shall include interviews, testing, and other admission-related activities, including distribution of information on programs and services.

#### **IV. MONITORING MECHANISM**

The Quality Assurance (QA) Branch and Education Branch shall perform annual facility monitoring visits to ensure compliance with this policy. The Superintendent or designee shall ensure the referral information is received.



	<b>JUSTICE CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES: 1-JDTP-3D-04</b>
<b>CHAPTER: Day Treatment Services</b>		<b>AUTHORITY: KRS 15A.0652</b>
<b>SUBJECT: Instructional Staffing</b>		
<b>POLICY NUMBER: DJJ 1022</b>		
<b>TOTAL PAGES: 2</b>		
<b>EFFECTIVE DATE: 4/05/2019</b>		
<b>APPROVAL: Carey D. Cockerell</b>		<b>, COMMISSIONER</b>

#### **I. POLICY**

The Department of Juvenile Justice (DJJ) shall ensure that educational and technical staff is in compliance with federal and state laws and regulations. Compliance shall be ensured through written agreements between the Department of Juvenile Justice (DJJ), local school districts, and the Office of Career and Technical Education (OCTE).

#### **II. APPLICABILITY**

This policy shall apply to each DJJ operated day treatment program.

#### **III. DEFINITION**

Refer to Chapter 1000.

#### **IV. PROCEDURES**


- A. DJJ Education Branch staff and the Office of Legal Counsel shall be responsible for reviewing the contents of the written agreements for educational services staff.
- B. The Superintendent shall meet annually with the school administrator, DJJ Education Branch staff, and OCTE to plan for the following school year's teaching staff needs.
- C. The Superintendent or designee and DJJ Education Branch staff shall be represented on the OCTE interview panel for hiring technical instructional staff.
- D. The Superintendent, DJJ Education Branch staff, and OCTE shall provide administrative supervision of the technical instructors.

<b>POLICY NUMBER</b> <b>DJJ 1022</b>	<b>EFFECTIVE DATE</b> <b>4/05/2019</b>	<b>PAGE NUMBER</b> <b>2 of 2</b>
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- E. The Superintendent, DJJ Education Branch staff, and OCTE shall provide program orientation to new educational and technical education personnel prior to those personnel working with the student. The orientation shall include DJJ policies and procedures regarding personal conduct, supervision of students, special incident reporting, and other relevant laws and regulations that apply.

**V. MONITORING MECHANISM**

The Facilities Regional Administrator (FRA), Superintendent, and Education Branch shall monitor these activities.

	<b>JUSTICE CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES: 505 KAR 1:110</b>
<b>CHAPTER: Day Treatment Services</b>		<b>AUTHORITY: KRS 15A.0652</b>
<b>SUBJECT: Educational Records</b>		
<b>POLICY NUMBER: DJJ 1023</b>		
<b>TOTAL PAGES: 2</b>		
<b>EFFECTIVE DATE: 4/05/2019</b>		
<b>APPROVAL: Carey D. Cockerell</b>	<b>, COMMISSIONER</b>	

**I. POLICY**

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

**II. APPLICABILITY**

This policy shall apply to Department of Juvenile Justice (DJJ) operated treatment programs.

**III. DEFINITIONS**

Refer to Chapter 1000.

**IV. PROCEDURES**


- A. DJJ staff may assist education and vocational staff in obtaining records.
- B. Individual client records (ICR's) may include academic, technical, and vocational information, when applicable.
- C. No person, including education personnel, authorized to obtain records pursuant to Kentucky Revised Statute (KRS) Chapter 600 to 645, shall obtain or attempt to obtain records to which they are not entitled or for purposes for which they are not permitted to obtain them.
- D. No person shall destroy or attempt to destroy any record that is required to be kept unless the destruction is permitted by state law and is authorized by the court upon proper motion and good cause for the destruction being shown.
- E. DJJ rehabilitation instructors shall be responsible for sending lesson plans, curriculum, assessment tools, and task sheets to the DJJ Education Branch designee.

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- F. Vocational records, for students transferred to another facility shall be sent to the receiving programs rehabilitation instructor within fourteen (14) school days. The vocational records shall include:
1. Initial vocational interview, indicating barriers to employment;
  2. Vocational assessment results;
  3. Learning and working styles assessment results;
  4. The results of a career aptitude assessment tool;
  5. Financial Literacy task sheet indicating hours and tasks completed;
  6. Workforce development curriculum task sheet indicating hours and tasks completed;
  7. Career pathway indicating career clusters and activities, training, or experience obtained or completed within the cluster; and
  8. Transition efforts initiated toward post-secondary education or training, for example financial aid or enrollment applications.

**V. MONITORING MECHANISM**

- A. The Facilities Regional Administrator (FRA), Superintendent, and DJJ Education Branch shall monitor these activities.
- B. The DJJ Education Branch shall review documentation annually and an on-site visit shall be conducted bi-annually.

	<b>JUSTICE AND PUBLIC SAFETY CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES: 704 KAR 3:305 1-JDTP-3D-01-03, 05, 07, 16, 21-23 2-CO-5B-01</b>
<b>CHAPTER: Day Treatment Services</b>	<b>AUTHORITY: KRS 15A.0652</b>	
<b>SUBJECT: Educational Programming, Assessment, and Transition</b>		
<b>POLICY NUMBER: DJJ 1024</b>		
<b>TOTAL PAGES: 4</b>		
<b>EFFECTIVE DATE: 4/05/2019</b>		
<b>APPROVAL: Carey D. Cockerell , COMMISSIONER</b>		

**I. POLICY**

Educational services, operating in compliance with federal and state laws and regulations, shall be provided to students in a day treatment program. These services shall be provided through written agreement between the Department of Juvenile Justice (DJJ), local school districts, and the Office of Career and Technical Education (OCTE).

**II. APPLICABILITY**

This policy shall apply to Department of Juvenile Justice (DJJ) operated day treatment programs.

**III. DEFINITION**

Refer to Chapter 1000.

**IV. PROCEDURES**

- A. DJJ Education Branch shall be responsible for reviewing the contents of the written agreement for educational services with members of the State Agency Advisory Board.
- B. Educational services shall be made available to each student upon admission and shall be constructed on an open entry -open exit basis.
- C. Post-secondary course fees may require a student to access grant money, individual student accounts, parent contributions, or community sponsors.
- D. An agreement between DJJ and the school district shall include the following:
  - 1. Educational services shall be provided on an open entry -open exit basis;

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2. Education and treatment shall be an integral part of the student's instructional plan;
  3. Education and treatment schedules shall collaborate for the benefit of students;
  4. Each Superintendent shall ensure that work programs for students do not interfere with educational programming; and
  5. Disciplinary measures shall not interfere with educational programming, except if there is substantial evidence to justify otherwise.
- E. Educational services shall be individualized to meet the assessment, educational, rehabilitative, and developmental instructional needs of each student.
  - F. Students may receive credit for education that can be transferred to schools and diplomas are awarded by the state or local school district.
  - G. An individual client record (ICR) shall include academic and vocational information, to the extent permissible by law.
  - H. Available social history information and the results of medical and mental health screening conducted by DJJ staff shall be shared with the school administrator or designee, to the extent permissible by law.
  - I. DJJ and school district staff shall establish criteria for allowing selected students opportunities to supplement the facility's educational programs with community offerings.
  - J. Where technical programming is available, programs shall have specific guidelines for enrolling students. These guidelines shall include the criteria for enrollment and shall be included in the orientation handbook and submitted to the DJJ Education Branch.
  - K. Necessary instructional materials and specialized equipment that meet minimum state education standards, including computers, shall be provided by the school district or by DJJ per written agreement.
  - L. Incentives shall be provided for educational participation and formal recognition of specific educational, technical, and vocational achievements.
  - M. A vocational and educational assessment, from the school district, shall be completed within fourteen (14) school days of the student's admission, if previous results are not available.
  - N. Students who enter a day treatment program, without a previously administered vocational assessment, shall be administered a vocational assessment of aptitude, interest inventory, and learning and working styles. The results shall be used:
    1. To determine a student's vocational aptitude and interests, learning and working styles, and career clusters;

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2. To assist DJJ and school district educational staff as they integrate academic, vocational and work assignments, and treatment goals;
  3. To assist DJJ and school district staff as they communicate with students;
  4. To develop or review and revise if necessary, each student's Individual Learning Plan (ILP) and Aftercare Plan; and
  5. To provide each student with workplace readiness skills.
- O. 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 Plan of Instruction (IPI), Individual Education Plan (IEP) if applicable, Individual Treatment Plan (ITP), ILP, and Aftercare Plan.
- P. DJJ and school district staff shall participate jointly in the development, review, and revision of a student's ITP, IPI, the IEP if applicable, and Aftercare Plan.
- Q. The IPI and IEP, when applicable, shall be integrated with the ITP and completed within fourteen (14) school days of admission. It is the responsibility of the Superintendent and the school district administrator to see that this is accomplished.
- R. Child Find is a component of the Individual with Disabilities Education Improvement Act (IDEA) 2004 (34 CFR 300.111) and requires that any staff who suspects that a student may have an educational disability shall communicate that concern in writing to the Administrative Duty Officer (ADO) and report to the treatment team. The ADO shall forward the documentation to the facility Superintendent and the on-site school Principal or head teacher. A record of the communication shall be included in the ICR.
- S. A youth worker shall provide supervision in the course of academic activities. A youth worker shall be included in classroom activities to the maximum extent possible and shall work cooperatively with all education staff.
- T. The Superintendent and the school district administrator shall develop a code of acceptable school behavior and disciplinary measures that are consistent with the behavior management system of DJJ.
1. The code shall contain:
    - a. The type of behavior expected from the students;
    - b. The consequences of failure to obey the standards; and
    - c. The importance of the standards in maintaining a safe learning environment;
  2. The code shall be implemented without partiality or discrimination;
  3. The code of acceptable school behavior shall be incorporated into the Orientation Handbook and reviewed with each student;


<b>POLICY NUMBER</b> <b>DJJ 1024</b>	<b>EFFECTIVE DATE</b> <b>4/05/2019</b>	<b>PAGE NUMBER</b> <b>4 of 4</b>
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4. A copy of the Orientation Handbook shall be posted at the school site; and
  5. DJJ and education staff shall be a provided copy of the Orientation Handbook.
- U. DJJ shall provide or approve training for local school district staff pursuant to the Interagency Agreement or Memorandum of Agreement (MOA). DJJ may provide additional training to assure discipline of students is in accordance with DJJ disciplinary policy and procedures. Appropriate classroom management techniques to carry out the disciplinary code shall be utilized.

**V. MONITORING MECHANISM**

The DJJ Education Branch shall review documentation bi-annually and shall conduct an on-site visit every two (2) years and report the results of the findings to the Superintendent, Facilities Regional Administrator (FRA), and school district administrator.



	<b>JUSTICE AND PUBLIC SAFETY CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES:</b>
<b>CHAPTER: Day Treatment Services</b>		<b>AUTHORITY: KRS 15A.0652</b>
<b>SUBJECT: Evaluation of Integrated Educational and Vocational Plan</b>		
<b>POLICY NUMBER: DJJ 1025</b>		
<b>TOTAL PAGES: 1</b>		
<b>EFFECTIVE DATE: 4/05/2019</b>		
<b>APPROVAL: Carey D. Cockerell</b>		<b>, COMMISSIONER</b>

**I. POLICY**

There shall be an annual evaluation to measure the effectiveness of the educational and technical skills training programs against stated performance objectives.

**II. APPLICABILITY**

This policy shall apply to DJJ operated day treatment programs.

**III. DEFINITION**


Refer to Chapter 1000.

**IV. PROCEDURES**

- A. The Education Branch shall send annual monitoring reports to the Kentucky Department of Education (KDE).
- B. Technical and Vocational Goals
  - 1. Technical programs shall submit their vocational plan to the Education Branch.
  - 2. The Education Branch shall send monitoring reports to the Office of Career and Technical Education (OCTE).
- C. All monitoring reports regarding the educational and vocational programs shall be copied to the Superintendent.

**V. MONITORING MECHANISM**

The Education Branch shall review documentation annually. An on-site visit shall be conducted bi-annually. The Facilities Regional Administrator (FRA), Superintendent, school district administrator, Education Branch, and OCTE designee shall monitor these activities.

	<b>JUSTICE CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES:</b>
<b>CHAPTER: Day Treatment Services</b>		<b>AUTHORITY: KRS 15A.0652</b>
<b>SUBJECT: Technical Education Safety</b>		
<b>POLICY NUMBER: DJJ 1026</b>		
<b>TOTAL PAGES: 2</b>		
<b>EFFECTIVE DATE: 4/05/2019</b>		
<b>APPROVAL: Carey D. Cockerell</b>		<b>, COMMISSIONER</b>

#### **I. POLICY**

The Department of Juvenile Justice (DJJ) shall collaborate through written agreement with local school districts and with the Office of Career and Technical Education (OCTE) to establish a safe technical training environment, operating in compliance with federal and state laws and regulations.

#### **II. APPLICABILITY**

This policy shall apply to DJJ operated day treatment programs.

#### **III. DEFINITIONS**

Refer to Chapter 1000.

#### **IV. PROCEDURES**


- A. Written agreements between DJJ and educational providers shall be reviewed by Education Branch staff and Office of Legal Counsel.
- B. The Superintendent shall be apprised of the laws, regulations, national standards, guidelines, and policies and procedures governing safety in technical programs.
- C. The Superintendent shall ensure that students only use power driven machines and tools under the following circumstances:
  1. The student has met the requirements for enrollment in a technical program;
  2. The student has been enrolled in a technical training program;
  3. The student is performing tasks designated by the OCTE for the training program in which the student is enrolled;

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4. The certified technical teacher of the training program is supervising the student;
  5. The student has successfully completed the safety training and the safety test necessary to use the machines and tools or complete the task;
  6. The Statement of Safety Instruction Form provided by the OCTE is on file; and
  7. The certified technical teacher of the training program and facility staff continuously monitors the emotional state and considers the mental stability of the student prior to allowing the student to use power driven machines and tools or perform a potentially hazardous task.
- D. Each program shall establish a safety committee for technical programming. The safety committee membership shall include the Superintendent or designee, the rehabilitation instructor, and the technical teacher.
- E. The safety committee shall:
1. Complete a monthly safety inspection of the technical shop and classroom using the Safety Inspection Form provided by OCTE and submit the form to the Education Branch.
  2. Submits records of emergency and evacuation drills and the Safety Inspection Form monthly to the Education Branch.

**V. MONITORING MECHANISM**

The DJJ Education Branch shall review documentation monthly. The Facilities Regional Administrator (FRA) and Superintendent shall monitor these activities.

	<b>JUSTICE CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES:</b>
<b>CHAPTER: Day Treatment Services</b>	<b>AUTHORITY: KRS 15A.0652</b>	
<b>SUBJECT: Library Services</b>		
<b>POLICY NUMBER: DJJ 1027</b>		
<b>TOTAL PAGES: 2</b>		
<b>EFFECTIVE DATE: 4/05/2019</b>		
<b>APPROVAL: Carey D. Cockerell</b>	<b>, COMMISSIONER</b>	

**I. POLICY**

Library services shall be provided and made available to students through local library programs, bookmobiles, visits to a partnering school, or on-site libraries.

**II. APPLICABILITY**

This policy shall apply to DJJ operated day treatment programs.

**III. DEFINITION**

Refer to Chapter 1000.

**IV. PROCEDURES**

- A. Day treatment programs shall maintain a library or have organized participation in a local library service. Local libraries or Kentucky Bookmobile and Outreach Services may be accessed as appropriate.
- B. The Superintendent shall collaborate with the school district administrator to establish library services. The Superintendent shall assign a designated staff member to coordinate library services. 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 students. The following guidelines shall assist in defining the principals, purposes, and criteria used in the selection and maintenance of library materials:
  - 1. Materials shall support and be consistent with treatment goals and objectives;
  - 2. Materials shall meet high standards of quality in content and presentation;

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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 students 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 students shall have designated times to choose books to read.

**V. MONITORING MECHANISM**

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

 <b>JUSTICE AND PUBLIC SAFETY CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES: 1-JDTP-3D-01</b>
<b>CHAPTER: Day Treatment Services</b>	<b>AUTHORITY: KRS 15A.0652</b>
<b>SUBJECT: Recreation</b>	
<b>POLICY NUMBER: DJJ 1028</b>	
<b>TOTAL PAGES: 3</b>	
<b>EFFECTIVE DATE: 4/05/2019</b>	
<b>APPROVAL: Carey D. Cockerell , COMMISSIONER</b>	

**I. POLICY**

Organized recreation and structured leisure activities shall be incorporated into the program for all students in the Department of Juvenile Justice (DJJ) day treatment programs. Each recreation program shall be conducted with consideration for security, education, social services, religious services, and medical services.

**II. APPLICABILITY**

This policy shall apply to DJJ operated day treatment programs.

**III. DEFINITIONS**

Refer to Chapter 1000.

**IV. PROCEDURES**

- A. A movie with a rating of restricted (“R”) or higher shall be prohibited. A movie with a rating of parental guidance (“PG-13”) shall require approval from the Superintendent or designee before being viewed by students.
- B. A video game with a rating of “Mature” or higher shall be prohibited. A video game with a rating of “Teen” shall require approval from the Superintendent or designee before being viewed by students.
- C. Music with lyrics that are profane, violent, sexually explicit, or gang-related shall be prohibited.
- D. DJJ staff shall not bring music, movies, or video games that do not meet the rating for use by student, into a DJJ facility or vehicle, regardless of whether the intent is to allow use by student.
- E. Any movie, video game, or music brought into a DJJ facility by staff shall not be pirated or obtained by illegal means and shall be approved by the Superintendent or designee.

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- F. Students shall not participate in water sports unless a lifeguard is present. An approved life jacket shall be worn for activities occurring on natural waters.
- G. Safety of students shall be the primary concern during recreational activities.
  - 1. Staff supervising recreational activities shall monitor and eliminate safety hazards.
  - 2. Proper dress and behavior shall be maintained during recreational activities.
  - 3. Staff shall not participate in any sport in which physical contact between players is an accepted part of play.
  - 4. Staff shall demonstrate high levels of guidance, coaching, and sportsmanship when participating in recreational activities.
- H. Each day treatment Superintendent shall provide or arrange for the provision of appropriate indoor and outdoor recreation and leisure activities integrated within the program schedule.
- I. Each program may plan for off-campus activities or field trips. When coordinating off-campus activities, items needed shall include:
  - 1. Emergency communication equipment (cell phone), procedures for medical emergencies, and staff identification;
  - 2. A signed parent or caregiver permission slip;
  - 3. A first aid kit for injuries;
  - 4. Consent for treatment forms for emergency care; and
  - 5. If a student requires medication, a staff member shall supervise the student to ensure the student takes the medication on time as ordered.
- J. Physical exercise shall not be used as punishment or discipline.
- K. A recreation schedule and plan shall be established for constructive leisure time activities involving all students.
  - 1. An alteration to the schedule may occur with respect to safety and treatment concerns with the approval of a supervisor.
  - 2. The schedule shall be submitted monthly to the Superintendent for approval. The Superintendent shall give final approval for field trips, social events, and other recreational activities.
  - 3. The occurrence of recreation and leisure activities shall be documented in individual student progress notes.
- L. A variety of fixed and movable equipment for indoor and outdoor recreation shall be provided, and may include: bats, balls, pool sticks, and horseshoes. The equipment shall be inventoried and secured after each use for safety concerns.
- M. Students who are restricted from activity by medical personnel shall not participate until a medical release is written. If a student is unable to participate in the planned recreational activity due to a medical limitation

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another recreational activity shall be arranged for that student in consultation with parent or caregiver.

- N. Program staff may plan and promote activities for student participation in community service and volunteer programs. Each activity and individual student participation shall be documented in the hard case file.

**V. MONITORING MECHANISM**

- A. Internal monitoring shall be conducted by the Superintendent or designee, and the Facilities Regional Administrator (FRA).
- B. The Division of Program Services shall monitor the procedures related to recreation during the annual Quality Assurance (QA) monitoring.
- C. The Division of Professional Development shall monitor the training requirements of this policy annually.



	<b>JUSTICE AND PUBLIC SAFETY CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES: 3-JDTP-1B-19; 3D-22, 23, 24</b>
<b>CHAPTER: Day Treatment Services</b>		<b>AUTHORITY: KRS 15A.0652</b>
<b>SUBJECT: Work Programs</b>		
<b>POLICY NUMBER: DJJ 1029</b>		
<b>TOTAL PAGES: 2</b>		
<b>EFFECTIVE DATE: 4/05/2019</b>		
<b>APPROVAL: Carey D. Cockerell , COMMISSIONER</b>		

**I. POLICY**

Day treatment programs shall provide students the opportunity to participate in work programs as a means to teach daily living skills.

**II. APPLICABILITY**

This policy shall apply to Department of Juvenile Justice (DJJ) operated day treatment programs.

**III. DEFINITIONS**

Refer to Chapter 1000.

**IV. PROCEDURES**

- A. Students shall not be required to participate in uncompensated work assignments unless it is related to housekeeping, maintenance of the facility or its grounds, personal hygiene needs, part of an approved vocational or training program, or for restitution.
- B. A work program assignment shall not conflict with school attendance unless approved by the educational staff. Work programs may be included in the student's Individual Treatment Plan (ITP) or Individual Plan of Instruction (IPI). Each Superintendent and school administrator shall collaboratively establish written procedures for such programs. The Facilities Regional Administrator (FRA) or Regional Division Director shall approve these procedures.
- C. Program staff may provide facility resources and staff time devoted to assisting employable students in locating and maintaining employment in the community.
- D. If students are to earn wages through participation in a work program that will be ongoing, a work agreement shall be executed. This agreement shall include the employer's name, salary paid, work schedule assigned, and level

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of supervision. The work agreement shall contain the provision which requires the employer to abide by the Kentucky Child Labor Laws, where applicable.

- E. Work programs shall comply with all legal and regulatory requirements.
- F. A Kentucky Child Labor Law poster regarding hours of work permitted for minor students fourteen (14) to seventeen (17) years of age, shall be posted in a conspicuous place in the facility.
- G. Medical documentation indicating that the student is physically capable of performing the required work shall be maintained in the student's individual medical record for any student participating in a work program.

**V. MONITORING MECHANISM**

- A. The Education Branch shall conduct monthly monitoring to ensure staff are providing safety training for student's in technical classrooms.
- B. This procedure shall be monitored by the Superintendent and the FRA or Regional Division Director.

## Appendix C

Kentucky Department of Juvenile Justice

DJJ Day Treatment Programs

Code of Ethics - DJJPP 102

Code of Conduct – DJJPP 104



**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

<b>CHAPTER: Administration</b>	<b>AUTHORITY: KRS 15A.065</b>
<b>SUBJECT: Code of Ethics</b>	
<b>POLICY NUMBER: DJJ 102</b>	
<b>TOTAL PAGES: 3</b>	
<b>EFFECTIVE DATE: 12/01/2014</b>	
<b>APPROVAL: Bob D. Hayter</b>	<b>, COMMISSIONER</b>

### **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

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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 of interest.
- 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

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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: November 30, 2018**

**APPROVAL: Carey D. Cockerell**

**, 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 of the Department of Juvenile Justice. This policy shall apply to contract 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.

- 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



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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. Staff working at a Detention Center, Youth Development Center, or Group Home shall not send communications or correspondence to a

youth that within the last five (5) years has resided at the facility the staff works or worked at unless the Facility Superintendent has approved the communication or correspondence. If staff receive any communication or correspondence from a youth that resided at the facility the staff works or worked at within the last five (5) years, then the staff shall immediately forward a copy of the communication or correspondence to the Facility Superintendent.

- 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.


## Appendix D

Kentucky Department of Juvenile Justice

DJJ Day Treatment Programs

PREA Policy and Procedures

DJJPP 900, 901, 902, 903, 906, 907,  
908, 909, 911, and 912

	<b>JUSTICE AND PUBLIC SAFETY CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES: 505 KAR 1:170 28 C.F.R. 115</b>
<b>CHAPTER: Prison Rape Elimination Act of 2003 (PREA)</b>		<b>AUTHORITY: 28 C.F.R. 115</b>
<b>SUBJECT: Definitions</b>		
<b>POLICY NUMBER: 900</b>		
<b>TOTAL PAGES: 5</b>		
<b>EFFECTIVE DATE: 03/09/18</b>		
<b>APPROVAL: Carey D. Cockerell</b>		<b>, COMMISSIONER</b>

## I. POLICY

The following definitions shall apply in the Department of Juvenile Justice Policy and Procedures Manual Chapters 901 through 912.

## II. DEFINITIONS

- A. "Agency" means the unit of a State, local, corporate, or nonprofit authority, or of the Department of Justice, with direct responsibility for the operation of any facility that confines inmates, detainees, or residents, including the implementation of policy as set by the governing, corporate, or nonprofit authority as established in 28 C.F.R. § 115.5.
- B. "Agency head" means the principal official of an agency as established in 28 C.F.R. § 115.5.
- C. "Contractor" means a person who provides services on a recurring basis pursuant to a contractual agreement with the agency as established in 28 C.F.R. § 115.5.
- D. "Direct staff supervision" means that security staff are in the same room with, and within reasonable hearing distance of, the resident or inmate as established in 28 C.F.R. § 115.5.
- E. "Employee" means a person who works directly for the agency or facility as established in 28 C.F.R. § 115.5.
- F. "Exigent circumstances" means any set of temporary and unforeseen circumstances that require immediate action in order to combat a threat to the security or institutional order of a facility as established in 28 C.F.R. § 115.5.
- G. "Facility" means a place, institution, building (or part thereof), set of buildings, structure, or area (whether or not enclosing a building or set of buildings) that is used by an agency for the confinement of individuals as established in 28 C.F.R. § 115.5.
- H. "Facility head" means the principal official of a facility as established in 28 C.F.R. § 115.5.

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- I. “Gender nonconforming” means a person whose appearance or manner does not conform to traditional societal gender expectations as established in 28 C.F.R. § 115.5.
- J. “Grooming” means behavior that is exhibited to cultivate an inappropriate sexualized relationship with a juvenile, including special treatment, favors, inappropriate gifts, flirtation, sexual innuendo, sexually suggestive statements or behavior, promises, rewards, games, bribes, threats, intimidation, or force used to get a juvenile to comply.
- K. “Intersex” means a person whose sexual or reproductive anatomy or chromosomal pattern does not seem to fit typical definitions of male or female. Intersex medical conditions are sometimes referred to as disorders of sex development as established in 28 C.F.R. § 115.5.
- L. “Juvenile” means:
  1. Any person in the custody of or committed to the Department of Juvenile Justice under KRS Chapter 600 subject to the jurisdiction of the juvenile court;
  2. Any youthful offender in the custody of the Department of Juvenile Justice prior to final sentencing; and
  3. Any person under the age of 18, unless under adult court supervision and confined or detained in a prison or jail as established in 28 C.F.R. § 115.5.
- M. “Juvenile facility” means a facility primarily used for the confinement of juveniles pursuant to the juvenile justice system or criminal justice system as established in 28 C.F.R. § 115.5.
- N. “Law enforcement staff” means employees responsible for the supervision and control of detainees in lockups as established in 28 C.F.R. § 115.5.
- O. “Medical practitioner” means a health professional who, by virtue of education, credentials, and experience, is permitted by law to evaluate and care for patients within the scope of his or her professional practice. A “qualified medical practitioner” refers to such a professional who has also successfully completed specialized training for treating sexual abuse victims as established in 28 C.F.R. § 115.5.
- P. “Mental health practitioner” means a mental health professional who, by virtue of education, credentials, and experience, is permitted by law to evaluate and care for patients within the scope of his or her professional practice. A “qualified mental health practitioner” refers to such a professional who has also successfully completed specialized training for treating sexual abuse victims as established in 28 C.F.R. § 115.5.
- Q. “Pat-down search” means a running of the hands over the clothed body of an inmate, detainee, or resident by an employee to determine whether the individual possesses contraband as established in 28 C.F.R. § 115.5.

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- R. "Private child care" means any of the following settings if a juvenile is placed pursuant to a contract with the Department of Juvenile Justice: foster family homes, child placing facilities, child caring facilities, staff secure facilities for residential treatment, secure juvenile facilities, and residential treatment facilities as defined in KRS 600.020.
- S. "Resident" means any person confined or detained in a juvenile facility or in a community confinement facility as established in 28 C.F.R. § 115.5.
- T. "Secure juvenile facility" means a juvenile facility in which the movements and activities of individual residents may be restricted or subject to control through the use of physical barriers or intensive staff supervision. A facility that allows residents access to the community to achieve treatment or correctional objectives, such as through educational or employment programs, typically will not be considered to be a secure juvenile facility as established in 28 C.F.R. § 115.5.
- U. "Security staff" means employees primarily responsible for the supervision and control of inmates, detainees, or residents in housing units, recreational areas, dining areas, and other program areas of the facility as established in 28 C.F.R. § 115.5.
- V. "Sexual abuse" means:
  1. The behavior described by KRS 510.110 (1) (d) and 510.120 (1) (c); or
  2. As established in 28 C.F.R. § 115.6.
    - a. Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident; and
    - b. Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer.

Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:

    - i. Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
    - ii. Contact between the mouth and the penis, vulva, or anus;
    - iii. Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
    - iv. Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.

Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer includes any of the following acts, with or without consent of the inmate, detainee, or resident


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- i. Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
  - ii. Contact between the mouth and the penis, vulva, or anus;
  - iii. Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
  - iv. Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
  - v. Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
  - vi. Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs (i)-(v) of this section;
  - vii. Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident, and
  - viii. Voyeurism by a staff member, contractor, or volunteer.
- W. "Sexual contact" means any intentional touching or physical contact of the sexual or other intimate parts of a person, including the genitalia, anus, groin, breasts, inner thighs or buttocks, either directly or through clothing, that is unrelated to official duties or done for the purpose of arousing or gratifying the sexual desire of any person or humiliating, harassing, or degrading any person.
- X. "Sexual harassment" means as established in 28 C.F.R. § 115.6:
- 1. Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one resident toward another resident; and
  - 2. Repeated verbal comments or gestures of a sexual nature to a resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.
- Y. "Sexual misconduct" means any behavior or act of a sexual nature directed toward a resident by a staff member, visitor, or other resident. This includes completed, attempted, threatened, or requested acts including sexual abuse, sexual harassment, voyeurism, sexual contact, conduct of a sexual nature or implication, obscenity, and unreasonable invasion of privacy. Sexual misconduct also includes conversations or correspondence, which suggest a romantic or sexual relationship between a resident and an employee.

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- Z. "Staff" means employees as established in 28 C.F.R. § 115.5.
- AA. "Strip search" means a search that requires a person to remove or arrange some or all clothing so as to permit a visual inspection of the person's breasts, buttocks, or genitalia as established in 28 C.F.R. § 115.5.
- BB. "Transgender" means a person whose gender identity (i.e., internal sense of feeling male or female) is different from the person's assigned sex at birth as established in 28 C.F.R. § 115.5.
- CC. "Substantiated allegation" means an allegation that was investigated and determined to have occurred as established in 28 C.F.R. § 115.5.
- DD. "Unfounded allegation" means an allegation that was investigated and determined not to have occurred as established in 28 C.F.R. § 115.5.
- EE. "Unsubstantiated allegation" means an allegation that was investigated and the investigation produced insufficient evidence to make a final determination as to whether or not the event occurred as established in 28 C.F.R. § 115.5.
- FF. "Volunteer" means an individual who donates time and effort on a recurring basis to enhance the activities and programs of the agency as established in 28 C.F.R. § 115.5.
- GG. "Voyeurism" means:
1. The behavior described by KRS 531.090; or
  2. An invasion of privacy of an inmate, detainee, or resident by staff for reasons unrelated to official duties, such as peering at a resident who is using a toilet in his or her cell to perform bodily functions; requiring a resident to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a resident's naked body or of a resident performing bodily functions as established in 28 C.F.R. § 115.6.



	<b>JUSTICE CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES:</b> <b>505 KAR 1:170</b> 4-JDF-3D-03, 08 4-JCF-3D-07 3-JTS-3D-06-7 3-JCRF-3D-04-7 1-JBC-3D-06-6
<b>CHAPTER: Prison Rape Elimination Act of 2003 (PREA)</b>	<b>AUTHORITY: KRS 15A.065; 28 CFR 115; 28 CFR 115.311</b>	
<b>SUBJECT: Zero Tolerance of Any Type of Sexual Misconduct</b>		
<b>POLICY NUMBER: 901</b>		
<b>TOTAL PAGES: 3</b>		
<b>EFFECTIVE DATE: 03/09/18</b>		
<b>APPROVAL: Carey D. Cockerell, COMMISSIONER</b>		

**I. POLICY**

In accordance with the Prison Rape Elimination Act of 2003 (PREA), the Department of Juvenile Justice (DJJ) has a zero tolerance policy prohibiting sexual abuse, sexual harassment, sexual contact, or any misconduct directed toward a juvenile who is in the custody, care, or supervision of DJJ.

**II. APPLICABILITY**

This policy shall apply to all DJJ staff, interns, volunteers, and contractors.

**III. DEFINITIONS**

Refer to Chapter 900.

**IV. PROCEDURES**

A. DJJ staff, volunteers, interns, and contractors shall not sexually abuse, sexually harass, have sexual contact with, or engage in any type of physical or verbal sexual misconduct, or grooming behavior, directed toward a juvenile in the custody, care, or supervision of DJJ, whether on or off duty. Consensual status shall not be a factor when determining whether a violation has occurred.

1. Any DJJ staff violating this policy shall be subject to disciplinary action up to and including dismissal or termination. A staff that is dismissed, terminated, or resigns as a result of a substantiated PREA violation shall be reported to law enforcement agencies and the local prosecutor's office for criminal prosecution.

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2. Contractors violating this policy shall be reported to the administrator of the contracted entity and denied access to all DJJ facilities, offices, programs, and juvenile residents. A contractor who violated PREA policies shall not be permitted to work in a DJJ facility or office. A report shall be referred to law enforcement and to the local prosecutor's office for criminal prosecution.
  3. A volunteer violating this policy shall be denied access to DJJ facilities, offices, programs, and juvenile residents. A volunteer, who violates PREA policies, shall not be permitted to work in a DJJ facility or office. A report shall be referred to law enforcement and the local prosecutor's office for criminal prosecution.
  4. An intern violating this policy shall be denied access to DJJ facilities, offices, programs, and juvenile residents. An intern, who violates PREA policies, shall not be permitted to work in a DJJ facility or office and the intern's college shall be notified of the separation from the internship. A report shall be referred to law enforcement and the local prosecutor's office for criminal prosecution.
- B. DJJ staff, volunteers, interns, and contractors shall not engage in physical, verbal, or written sexual interactions, sexual exchanges, flirtation, or any type of romantic relationship or romantic interaction with a juvenile in the custody, care, or supervision of DJJ.**
- C. The Commissioner shall be the Appointing Authority for the Department. As the Appointing Authority, the Commissioner may delegate authority to any staff person to execute the business of the Department.**
1. DJJ shall appoint an Agency PREA Compliance Officer to oversee and manage departmental compliance with the PREA standards, develop established Department policy, and facilitate PREA training.
  2. The Commissioner, Deputy Commissioners, and the Agency PREA Compliance Officer shall work collaboratively to make sure that the lines of communication are open and clear, regarding PREA related matters throughout DJJ and facilitate a communication system of response when a PREA violation has occurred.
  3. DJJ staff shall cooperate with the Internal Investigations Branch (IIB) and the Agency PREA Compliance Officer when a PREA violation has been alleged or has occurred within the Department to maintain the fidelity of the investigation process and to provide services to the juveniles.
  4. Each DJJ Superintendent shall designate a Facility PREA Coordinator to train facility staff, interns, volunteers, and contractors and manage facility compliance with the PREA standards.

<b>POLICY NUMBER</b> <b>DJJ 901</b>	<b>EFFECTIVE DATE:</b> <b>03/09/18</b>	<b>PAGE NUMBER</b> <b>3 of 3</b>
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5. The Director of Community and Mental Health Services or the Community Regional Manager shall designate a Community PREA Coordinator to train community office staff, interns, volunteers, and contractors and manage compliance with the PREA standards within their respective office.
6. The Division of Placement Services Director shall designate a Placement Services PREA Coordinator to train and provide technical assistance to all contract private child care facilities and contract detention facilities regarding the PREA standards and compliance.

**V. STAFF TRAINING**

- A. The Agency PREA Compliance Officer or designee shall train all PREA Coordinators regarding this policy.
- B. The PREA Coordinators shall train all DJJ staff, interns, volunteers, and contractors in their respective facility or community offices regarding this policy.

**VI. MONITORING MECHANISM**

- A. The Personnel Branch Manager or designee and the Agency PREA Compliance Officer shall conduct a case conference and review of any disciplinary actions, resulting from a PREA violation involving staff.
- B. The Agency PREA Compliance Officer, or designee, shall conduct an annual audit to verify that DJJ staff are being trained regarding this policy.

	<b>JUSTICE CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES: KAR 505 1:170</b>
<b>CHAPTER: Prison Rape Elimination Act of 2003 (PREA)</b>		<b>AUTHORITY: KRS 15A.065; 28 C.F.R 115; 28 C.F.R. 115.317; 28 C.F.R 115.376</b>
<b>SUBJECT: Personnel Procedures</b>		
<b>POLICY NUMBER: 902</b>		
<b>TOTAL PAGES: 4</b>		
<b>EFFECTIVE DATE: 03/09/18</b>		
<b>APPROVAL: Carey D. Cockerell , COMMISSIONER</b>		

**I. POLICY**

The Department of Juvenile Justice (DJJ) shall conduct background checks for DJJ staff, applicants, volunteers, interns, and contractors and explicitly indicate the prohibitions for employment or service with DJJ in accordance with the Prison Rape Elimination Act of 2003 (PREA).

**II. APPLICABILITY**

This policy shall apply to all DJJ staff, applicants, volunteers, interns, and contractors.

**III. DEFINITIONS**

Refer to Chapter 900.

**IV. PROCEDURES**

- A. DJJ shall maintain and facilitate personnel procedures to ensure that current staff, newly hired staff, volunteers, interns, and contractors have cleared all background checks required by this policy before having contact with juveniles under the custody, care, or supervision of DJJ.
- B. DJJ shall conduct background checks on all DJJ staff, volunteers, interns, and contractors and any applicant that is being considered for employment with DJJ, including the following:
  - 1. Criminal background or National Crime Information Center (NCIC) check;
  - 2. Sexual offender registry check; and

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3. Child abuse and neglect registry check.

- C. DJJ shall conduct background checks on all DJJ staff every five (5) years. If DJJ is made aware of a criminal offense that may have been committed by a staff or any pending charges brought against a staff, a background check shall be conducted immediately. Any DJJ staff that refuses to cooperate and does not sign a release for the completion of a background check upon request, shall be subject to disciplinary sanctions up to and including termination or dismissal.
- D. DJJ staff volunteers, interns, and contractors shall be subject to random background checks during the tenure of their service. If DJJ is made aware of a criminal offense, pending charges, or child abuse or neglect investigation involving a staff member, volunteer, intern, or contractor, a background check shall be conducted immediately. Any staff, volunteer, intern, or contractor that refuses to cooperate and does not sign a release for the completion of a background check upon request, shall be suspended or subject to termination
- E. A newly hired staff, volunteer, intern, or contractor shall not interact with or have access to juveniles in the custody, care, or supervision of DJJ without the supervision of a qualified DJJ staff, until the Personnel Branch has cleared the individual to work with juveniles.
- F. DJJ shall not permit an employee, volunteer, intern, or contractor to work in a DJJ facility or office if the background check protocol yields ineligibility for employment or service with DJJ, pursuant to this section or Section H of this policy.
- G. DJJ shall not hire, promote, or transfer a person into DJJ as a staff or use a person as a volunteer, intern, or contractor who has:
  - 1. Engaged in sexual abuse or sexual harassment in a prison, jail, community confinement facility, juvenile facility, or other institution;
  - 2. Been convicted of engaging in or attempting to engage in sexual activity by force, implied threats of force, coercion, or if the victim did not consent to or was unable to consent or refuse;
  - 3. Been civilly or administratively adjudicated to have engaged in sexual activity by force, overt or implied threats of force, coercion, or if a victim did not consent or was unable to consent or refuse; or
  - 4. Been identified as the perpetrator in a sexual harassment matter and was found to have committed sexual harassment in their employment history.
- H. An applicant, volunteer, intern, or contractor considered for employment or services, after October 1, 2013 shall be automatically disqualified as an applicant for hire or service if DJJ receives a background check for that respective individual that indicates a conviction for any of the following:

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1. Any sex related offense under KRS Chapter 510;
  2. Any violent offense referenced in KRS 439.3401;
  3. Sexual exploitation of minors under KRS Chapter 531;
  4. Any crime involving the same conduct as the criminal conduct in one (1) through three (3), but for which the conviction occurred in another jurisdiction;
  5. Domestic violence;
  6. Human trafficking;
  7. Drug trafficking within the past eight (8) years;
  8. Conspiring to traffick drugs within the last eight (8) years;
  9. Drug possession within the last eight (8) years;
  10. Drug cultivation within the last eight (8) years;
  11. Drug manufacturing within the last eight (8) years;
  12. Any embezzlement related offense with in the last eight (8) years;
  13. Any offense under KRS 509;
  14. Any offense under KRS 529;
  15. Any offense under KRS 530; and
  16. Any sex crime as defined in KRS 17.500.
- I. All new hires and transfers into DJJ and all promotions within DJJ shall be subject to the background and reference check outlined within this policy. Any person with a confirmed sexual harassment finding shall submit documentation and additional information regarding the sexual harassment matter and the file shall be reviewed by the Commissioner or designee of the Commissioner, the Director of Administrative Services, an attorney from the Office of Legal Services, the Personnel Branch Manager, and the Agency PREA Compliance Officer to determine the best interest of the agency regarding the hiring or transfer of this person within DJJ.
- J. Employment reference checks shall be conducted for individuals that are considered new hires or individuals being transferred into DJJ.
- K. DJJ shall make a good faith effort to contact all prior institutional employers for information on substantiated allegations of sexual abuse or resignation during a pending investigation of an allegation of sexual abuse.
- L. If a background check indicates that a current DJJ staff has committed a PREA offense that prohibits employment pursuant to this policy, the Personnel Branch Manager, the Agency PREA Compliance Officer, and the

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Commissioner or designee shall convene a case conference to determine the appropriate disposition for that staff.


- M. Material omissions or falsifying documentation regarding any type of sexual misconduct shall be grounds for dismissal.
- N. Staff shall be subject to disciplinary sanctions up to and including termination or dismissal for any violation of the PREA policies.

#### **V. STAFF TRAINING**

- A. The Agency PREA Compliance Officer or the Personnel Branch Manager shall train personnel staff to conduct background checks.
- B. The Personnel Branch Manager or designee shall train personnel branch staff on the procedures for facilitating the reference check process.

#### **VI. MONITORING MECHANISM**

- A. The Personnel Branch and Agency PREA Compliance Officer or designee shall verify that background checks are completed in accordance with this policy.
- B. The Agency PREA Compliance Officer or designee will conduct an annual audit to monitor compliance regarding this policy.

	<b>JUSTICE CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES: 505 KAR 1:170</b>
<b>CHAPTER: Prison Rape Elimination Act of 2003 (PREA)</b>		<b>AUTHORITY: KRS 15A.065; 28 CFR 115</b>
<b>SUBJECT: Prohibited Conduct of Staff, Interns, Volunteers, and Contractors</b>		
<b>POLICY NUMBER: 903</b>		
<b>TOTAL PAGES: 3</b>		
<b>EFFECTIVE DATE: 03/09/18</b>		
<b>APPROVAL: Carey D. Cockerell , COMMISSIONER</b>		

**I. POLICY**

The Department of Juvenile Justice (DJJ) staff, volunteers, interns, and contractors shall not facilitate or engage in an intimate, personal, or sexual relationship with a juvenile in the custody, care, or supervision of DJJ. DJJ staff, volunteers, interns, and contractors shall report all contacts or interactions prohibited by this policy to DJJ management.

**II. APPLICABILITY**

This policy shall apply to all DJJ staff, volunteers, interns, and contractors.

**III. DEFINITIONS**

Refer to Chapter 900.

**IV. PROCEDURES**

- A. DJJ staff, volunteers, interns, and contractors shall not engage in sexualized grooming or any sexualized interaction with a juvenile in the care, custody, or supervision of DJJ.
- B. DJJ staff, volunteers, interns, and contractors shall not exchange personal information or personal contact information, including phone numbers, email addresses, and residential addresses with a juvenile in the care, custody, or supervision of DJJ, except when conducting official business for DJJ and with the approval of the Superintendent or Director of Community and Mental Health Services.



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- C. DJJ staff, volunteers, interns, and contractors shall not use any mode of communication to initiate or carry on a sexual or intimate relationship with a juvenile that is in the custody, care, or supervision of DJJ.
1. Except for staff, volunteers, interns, and contractors conducting official business for DJJ and with the approval of the Regional Director or Director of Community and Mental Health Services, DJJ staff, volunteers, interns, and contractors shall not initiate or accept contact on a social media or social networking site with a juvenile under the custody of DJJ or with a former DJJ juvenile unless that juvenile is over the age of twenty-one (21) years of age and has been released for more than one (1) year from DJJ custody. Staff shall document information obtained for business purposes in the running record or daily log.
  2. DJJ staff, volunteers, interns, and contractors shall inform their direct supervisor, Superintendent, or Director of Community and Mental Health Services of any inappropriate written or verbal communications received from a juvenile, outside the scope of regular business interaction. Each inappropriate written communication or verbal communication received from a juvenile, shall be documented in the juvenile's individual client record (ICR) for juveniles in a YDC, group home, day treatment, or community placement and an incident report shall be completed for juveniles in a detention center. The Superintendent or Director of Community and Mental Health Services shall forward this information to the Personnel Branch Manager or designee.
  3. Staff shall not have an intimate, inappropriate, or romantic relationship with a juvenile or former juvenile that has been in the direct custody, care, or supervision of that staff or in a facility where the staff worked while the juvenile was in custody, for a minimum of ten (10) years after the juvenile has been officially released from DJJ.

#### **V. STAFF TRAINING**

- A. The Agency PREA Compliance Officer or designee shall train the Facility PREA Coordinators, Classification PREA Coordinators, and Community PREA Coordinators regarding this policy.
- B. The PREA Coordinators shall train all staff and contractors in their respective facility or office.


#### **VI. MONITORING MECHANISM**

- A. The Division Director or designee, the Personnel Branch Manager or designee the Agency PREA Compliance Officer, and the Superintendent shall conduct a

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case conference and review of any disciplinary actions, resulting from a PREA violation involving staff regarding this policy.

- B. The Agency PREA Compliance Officer or designee shall conduct an annual audit to verify that DJJ staff and contractors are being trained regarding the policy.

	<b>JUSTICE CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES:</b> <b>505 KAR 1:170</b> <b>4-JCF-3D-05, 09, 10</b> <b>4-JCF-3D-04, 08, 09</b> <b>3-JTS-3D-06-4, 06-9, 06-10</b> <b>3-JCRF-3D-04-4, 04-9, 04-10</b> <b>1-JBC-3D-06-3, 06-8, 06-9</b>
<b>CHAPTER: Prison Rape Elimination Act of 2003 (PREA)</b>		<b>AUTHORITY: KRS 15A.065; 28 CFR 115; 28 CFR 115.351; 28 CFR 115.361; 28 CFR 115.367</b>
<b>SUBJECT: Reporting and Investigating PREA Violations</b>		
<b>POLICY NUMBER: 906</b>		
<b>TOTAL PAGES: 4</b>		
<b>EFFECTIVE DATE: 03/09/18</b>		
<b>APPROVAL: Carey D. Cockerell , COMMISSIONER</b>		

**I. POLICY**

The Department of Juvenile Justice (DJJ) shall utilize the Internal Investigations Branch (IIB), within the Justice and Public Safety Cabinet, to conduct administrative investigations regarding allegations of sexual abuse, sexual harassment between juveniles and staff, sexual contact, or any type of sexual misconduct directed toward juveniles who are in the custody, care, or supervision of DJJ.

**II. APPLICABILITY**

This policy shall apply to all DJJ staff, volunteers, interns, and contractors.

**III. DEFINITIONS**

Refer to Chapter 900.

**IV. PROCEDURES**

A. DJJ staff, volunteers, interns, contractors, juveniles, and the general public shall have direct access to the IIB hotline at all times.

1. Investigations regarding allegations of sexual abuse, sexual harassment between juveniles and staff, sexual contact, or any sexual misconduct shall be conducted and documented by IIB in accordance with 500 KAR 13:020.

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2. An investigator with IIB shall complete Prison Rape Elimination Act of 2003 (PREA) and sexual abuse investigations training prior to conducting investigations as required by 28 C.F.R. 115.334.
  3. The DJJ Ombudsman shall investigate cases of juvenile-on-juvenile sexual harassment.
  4. DJJ shall cooperate and provide support for the prosecution of all substantiated PREA cases.
  5. The Department of Public Advocacy (DPA) Post-Disposition Branch or the Louisville Metro Public Defenders office shall be notified by the Agency PREA Compliance Officer whenever law enforcement is contacted to conduct an investigation to ensure that the youth's legal rights are protected.
- B. DJJ staff, volunteers, interns, and contractors shall be responsible for being alert to signs of situations in which sexual abuse, sexual harassment, sexual contact, or any sexual misconduct may occur.
- C. DJJ staff, volunteers, interns, and contractors who witness, suspect, or receive a report that a juvenile has been a victim of sexual abuse, sexual contact, or any sexual misconduct, while in a residential or detention facility, shall immediately report it to the IIB hotline, their direct supervisor, the Superintendent and the Facility PREA Coordinator. The facility Superintendent shall be responsible for notification to the Facilities Regional Administrator (FRA), the Regional Director, Agency PREA Compliance Officer, the Deputy Commissioner, and the Commissioner.
- D. DJJ staff, volunteers, interns, or contractors who have reason to suspect that a juvenile has been a victim of sexual abuse, sexual harassment, sexual contact, or any sexual misconduct, while on furlough from a facility or in the community, shall immediately report it to the IIB hotline, their direct supervisor, and the Superintendent or Director of Community and Mental Health Services, and the Facility PREA Coordinator or the Community PREA Coordinator. The Superintendent shall be responsible for notification to the FRA, the Regional Director, Director of Community and Mental Health Services, Agency PREA Compliance Officer, the Deputy Commissioner, and the Commissioner. The Director of Community and Mental Health Services shall be responsible for notification to the Superintendent, if applicable, the Regional Director, Agency PREA Compliance Officer, the Deputy Commissioner, and the Commissioner.
- E. Juveniles shall have the right to report sexual abuse, sexual harassment, sexual contact, or any sexual misconduct to a staff member or the IIB hotline.
- F. If a juvenile submits a grievance, regarding sexual abuse, sexual contact, or sexual misconduct, staff shall immediately report the alleged details of the allegations to their direct supervisor, the Superintendent, the Facility PREA

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Coordinator, and the IIB hotline. The Superintendent shall be responsible for notification to the FRA, the Regional Director, Agency PREA Compliance Officer, the Deputy Commissioner, and the Commissioner. A grievance regarding PREA allegations shall not be processed as a grievance and shall immediately be forwarded to IIB.

- G. DJJ staff shall not retaliate against staff or a juvenile for reporting a PREA violation. Staff who violate this policy shall be subject to disciplinary action up to and including dismissal.
- H. A report made by a staff or a juvenile regarding a sexual incident that is made in good faith based upon a reasonable belief that the alleged conduct occurred, shall not constitute falsely reporting an incident or lying, if the investigation does not establish evidence to substantiate the allegation.
- I. A staff or a juvenile, who makes a report which is investigated and it is established by IIB that the staff or juvenile knowingly made a false report, shall be subject to program sanctions or staff disciplinary action up to and including termination or dismissal.
- J. The Department shall inform the resident in writing as to whether an allegation has been substantiated, not substantiated, unfounded, or exonerated. If the agency did not conduct the investigation, it shall request the relevant information from the investigative agency to inform the resident. All notifications or attempted notifications shall be documented in the youth's individual client record (ICR).
  - 1. If the alleged abuser is a staff member, the Department shall inform the resident victim (unless the agency has determined that the allegation is unfounded) when:
    - a. The staff member is no longer posted within the residents unit;
    - b. The staff member is no longer employed at the facility; or
    - c. The Department learns that the staff member has been indicted or convicted on a charge related to sexual abuse within the facility.
  - 2. If the alleged abuser is another resident, the Department shall inform the resident victim when:
    - a. The Department learns that the alleged abuser has been indicted on a charge related to sexual abuse within the facility;
    - b. The agency learns that the alleged abuser has been convicted on a charge related to sexual abuse within the facility; or
    - c. The abuser has been moved to another program or facility.
- K. All case records associated with claims of sexual abuse, sexual harassment, sexual contact, or any sexual misconduct, including incident reports, investigative reports, juvenile information, case disposition, medical and

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counseling evaluation findings, and recommendations for post-release treatment and counseling shall be retained in accordance with the records retention schedule.


- L. DJJ shall provide the general public with information regarding PREA audits, the Department's annual PREA report, PREA policies, and the Bureau of Justice Statistics annual survey report on the official DJJ website.
- M. DJJ shall provide a third party reporting mechanism for the public on the DJJ website and through the IIB hotline.
- N. DJJ shall provide general information regarding PREA pursuant with the Kentucky Open Records Act.
- O. Any PREA violation, that is criminal in nature, shall be referred to the Kentucky State Police (KSP) unless the facility is located in Lexington or Louisville, Kentucky. For those facilities, potentially criminal violations shall be referred to local law enforcement.

**V. STAFF TRAINING**

- A. The Agency PREA Compliance Officer or designee shall train the Facility, Classification, and Community PREA Coordinators regarding this policy.
- B. The PREA Coordinators shall train all DJJ staff in their respective facility or office.

**VI. MONITORING MECHANISM**

The Agency PREA Compliance Officer or designee shall conduct an annual audit to verify that DJJ staff are being trained regarding the policy.

	<b>JUSTICE CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES: 505 KAR 1:170 4-JDF-3D-02 4-JCF-3D-02 3-JTS-3D-06-2 3-JCRF-3D-04-2 1-JBC-3D-06-1</b>
<b>CHAPTER: Prison Rape Elimination Act of 2003 (PREA)</b>	<b>AUTHORITY: KRS 15A.065; 28 CFR 115; 28 CFR 115.333</b>	
<b>SUBJECT: Resident PREA Education</b>		
<b>POLICY NUMBER: 907</b>		
<b>TOTAL PAGES: 4</b>		
<b>EFFECTIVE DATE: 03/09/18</b>		
<b>APPROVAL: Carey D. Cockerell , COMMISSIONER</b>		

**I. POLICY**

The Department of Juvenile Justice (DJJ) shall provide education to all juveniles in the custody, care, or supervision of DJJ regarding the Prison Rape Elimination Act of 2003 (PREA). The education material shall include general information regarding the zero tolerance policy prohibiting sexual abuse, sexual harassment, sexual contact, or any type of sexual misconduct directed toward a juvenile in the custody, care, or supervision of DJJ and shall provide instructions for reporting sexual misconduct of any type.

**II. APPLICABILITY**

This policy shall apply to all DJJ staff, volunteers, interns, contractors, and juveniles in the custody, care, or supervision of DJJ.

**III. DEFINITIONS**

Refer to Chapter 900.

**IV. PROCEDURES**

A. DJJ staff shall be responsible for providing juveniles with age-appropriate information and documentation explaining:

1. The zero tolerance policy regarding sexual abuse, sexual harassment, sexual contact, or any type of sexual misconduct;
2. How to report incidents or inappropriate behavior to the Internal Investigations Branch (IIB) hotline or staff; and

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3. How to access Kentucky Association of Sexual Assault Programs (KASAP) services and what services are provided.
- B. Juveniles in the custody, care, or supervision of DJJ shall receive verbal and written instruction regarding PREA during the following times:
1. Initial contact with the juvenile services worker (JSW);
  2. Initial facility intake at a detention center, youth development center (YDC), and group home;
  3. Initial meeting with a youth counselor;
  4. Monthly treatment team meetings; and
  5. Upon request for PREA information by a juvenile.
- C. During intake with the JSW, where a juvenile may be placed with a private child care agency or in a DJJ residential facility, community staff shall provide the juvenile and the parent or caregiver with a PREA flyer and shall read the information contained within the flyer to the juvenile.
- D. Within seventy-two (72) hours of intake into a DJJ facility, staff shall provide comprehensive age-appropriate education to residents either in person or through video on the following:
1. DJJ's zero tolerance PREA policy;
  2. Sexual abuse, sexual harassment, victimization prevention, and intervention;
  3. Self- protection information to prevent becoming a victim and how to avoid high- risk situations while placed in a facility;
  4. Safely reporting an incident of sexual abuse, sexual harassment, sexual contact, or any type of sexual misconduct including the option to report the incident to a designated staff member or confidentially through the IIB hotline;
  5. Obtaining medical assistance, counseling services, and treatment if victimized;
  6. Details regarding services and programs available for a juvenile who has a history of sexually assaultive behavior or a juvenile who has been a victim of previous sexual abuse or sexual harassment; and
  7. Potential disciplinary action, including prosecution, for engaging in any type of abuse or sexual activity or for making false allegations.
- E. DJJ facility staff shall provide and read the following PREA education material to each juvenile within seventy-two (72) hours of intake:
1. Juvenile PREA brochure; and
  2. Juvenile PREA Education Booklet.



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- F. Within seventy-two (72) hours of intake into a facility, DJJ staff shall obtain signed and dated PREA acknowledgement documentation, from the juvenile, stating that they have received comprehensive information on the right to be free from sexual abuse, sexual harassment, sexual contact, and any sexual misconduct, reporting instructions, and the right to be free from retaliation for reporting such incidents. The documentation shall be placed in the hard case file and the electronic record, if applicable of the juvenile.
- G. In YDC's and group homes, juveniles shall receive the comprehensive PREA education again during each sixty (60) day review. The verbal instruction shall be documented in the juveniles individual client record (ICR).
- H. In a detention center, juveniles shall receive verbal instruction, during each group counseling session regarding DJJ's zero tolerance policy and reporting information. The verbal instruction shall be documented in the group counseling progress note in the booking system.
- I. Each facility shall display PREA posters, in communal juvenile access areas, that inform the juveniles of DJJ's zero tolerance policy.
- J. DJJ's PREA policy shall be made available in an accessible format to juveniles with disabilities, juveniles who speak limited English, or in the juvenile's native language if the juvenile does not understand English. DJJ staff shall not use juveniles as interpreters, readers, or for any other types of resident assistance for translation except in exigent circumstances.
- K. Juveniles shall have access to the IIB hotline telephone to report an incident, allegation, or complaint. In a facility that does not have a direct access to the IIB hotline juveniles shall be permitted to use a facility telephone. The 1-800 IIB hotline number shall be clearly posted.
- L. The PREA standards, literature, and materials shall be made accessible to juveniles in each facility library and each community office.


## **V. STAFF TRAINING**

- A. The Agency PREA Compliance Officer or designee shall be responsible for training all Facility and Community PREA Coordinators regarding juvenile education.
- B. Each Facility PREA Coordinator shall be responsible for training facility staff regarding PREA juvenile education.
- C. Each Community PREA Coordinator shall be responsible for training community staff regarding PREA juvenile education.

## **VI. MONITORING MECHANISM**

<b>POLICY NUMBER</b> DJJ 907	<b>EFFECTIVE DATE:</b> 03/09/18	<b>PAGE NUMBER</b> 4 of 4
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The Agency PREA Compliance Officer or designee shall conduct an annual audit to verify that DJJ staff are being trained regarding the policy.

 <p><b>JUSTICE CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b></p>	<p><b>REFERENCES:</b> 505 KAR 1:170 4-JCF-4C-50 4-JDF-4C-50 3-JTS-D06-8 3-JCRF-3D-04-8 1-JBC-3D-06-7</p>
<p><b>CHAPTER: Prison Rape Elimination Act of 2003 (PREA)</b></p>	<p><b>AUTHORITY: KRS 15A.065; 28 CFR 115; 28 CFR 115.364; 28 CFR 115.365; 28 CFR 115.366; 28 CFR 115.382; 28 CFR 115.383</b></p>
<p><b>SUBJECT: DJJ Response to a Report of a PREA Violation</b></p>	
<p><b>POLICY NUMBER: 908</b></p>	
<p><b>TOTAL PAGES: 8</b></p>	
<p><b>EFFECTIVE DATE: 03/09/18</b></p>	
<p><b>APPROVAL: Carey D. Cockerell, COMMISSIONER</b></p>	

**I. POLICY**

The Department of Juvenile Justice (DJJ) shall have a coordinated response system in place to address incidents of sexual abuse, sexual harassment, sexual contact, or any type of sexual misconduct directed toward juveniles who are in the custody, care, or supervision of DJJ.

**II. APPLICABILITY**

This policy shall apply to all DJJ staff, volunteers, interns, and contractors.

**III. DEFINITIONS**

Refer to Chapter 900.

**IV. PROCEDURES**

A. If a facility staff is witness to or hears about a juvenile making inappropriate sexual comments, the staff shall advise the juvenile that comments of a sexual nature are prohibited and that sanctions shall be put in place if the behavior does not stop. If a pattern of inappropriate communication continues by the juvenile, the staff or the juvenile shall report this conduct to the Internal Investigations Branch (IIB) hotline.

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- B. If any facility staff learns that a juvenile is at substantial risk of imminent danger of sexual abuse or has received a report of sexual abuse, sexual harassment, or sexual contact, the staff shall take immediate action to protect the juvenile.
- C. Staff at each facility shall develop and implement a coordinated written plan that shall dictate the actions of first responders, medical and mental health staff, and contacts to be made, immediately following a report of sexual abuse, sexual harassment, sexual contact, or any sexual misconduct.
- D. If a facility staff becomes aware of a threat of sexual abuse, sexual contact, or any sexual misconduct, the staff shall take the following steps:
  - 1. The alleged perpetrator shall immediately be separated from the intended victim and other juveniles and shall be placed in an isolated area until safety measures are put in place to prevent the abuse. Staff shall make a report to the IIB hotline; and
  - 2. If the alleged perpetrator is a staff, the staff shall be separated from direct contact and access to all juveniles.
- E. If a sexual assault has been witnessed by staff or staff is alerted that a sexual assault is occurring, staff shall take the following steps in caring for the juvenile victim:
  - 1. Kentucky State Police (KSP) and 911 Emergency Responders shall be immediately notified, unless the incident happened in the cities of Lexington or Louisville, Kentucky in which case DJJ staff shall contact the local police department and a report shall be filed. Staff shall also contact the IIB hotline;
  - 2. The nurse or health trained staff shall ensure that the juvenile is medically conscious and is mobile. Staff shall only provide treatment for conditions that are life-threatening. If additional treatment is needed, the closest emergency medical facility shall provide medical care;
  - 3. The juvenile victim shall not be permitted to shower or otherwise clean themselves until they are examined by hospital emergency medical staff and cleared by the emergency medical facility to do so;
  - 4. DJJ staff shall make contact with local Kentucky Association of Sexual Assault Programs (KASAP) to request a hospital advocate for the juvenile victim;
  - 5. DJJ staff shall not leave the emergency medical facility until the juvenile is released by the attending physician and law enforcement officials authorize release;
  - 6. Upon return from emergency medical services to the facility, the juvenile victim shall be evaluated by the Regional Psychologist or Treatment Director for appropriate counseling or treatment needs;

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7. Upon return from emergency medical services, in consultation with facility medical and counseling staff, the Superintendent or Regional Director shall make appropriate arrangements regarding housing or group assignment for the juvenile victim and the alleged perpetrator;
  8. The parent or caregiver and juvenile service worker (JSW) for the juvenile victim shall be notified by the Superintendent or designee of the PREA violation within twenty-four (24) hours;
  9. If a juvenile court retains jurisdiction over the victim, the Office of Legal Counsel shall report the allegation to the attorney of the juvenile or other legal representative within fourteen (14) days of the allegation; and
  10. If a Children's Advocacy Center is available, DJJ staff shall collaborate with the Children's Advocacy Center to provide care for victims. For youth in detention who have not been committed to DJJ, approval shall be obtained from the court.
- F. If sexual abuse or sexual assault has occurred, the location of the incident shall immediately be cleared of juveniles and staff. Staff shall erect barriers to rope off the area to ensure the area remains undisturbed until law enforcement arrives.
1. Staff and the juvenile shall not remove any items from the scene, including clothing, linens, and towels. Bodily fluids that are on the floor, furniture, or linens shall not be compromised.
  2. If the abuse occurred within a time period that still allows for the collection of physical evidence, staff shall ensure that the alleged perpetrator does not take any actions that could destroy physical evidence, including washing, brushing teeth, changing clothes, smoking, drinking, or eating.
  3. If law enforcement chooses not to investigate, staff shall contact IIB for instructions regarding evidence collection and preservation.
  4. Staff who directly receive the report or witness the sexual abuse or sexual assault shall complete an incident report. Any other staff who witnessed or have relevant information shall complete an addendum to the incident report.
  5. The juvenile victim of the sexual abuse or sexual assault shall be separated until they can be interviewed by law enforcement or law enforcement confirms that the juvenile victim does not need to be interviewed.
  6. The alleged perpetrator and any other juvenile or staff who witnessed or were involved in the incident shall be evaluated by medical staff and the Regional Psychologist, Treatment Director, or designee for any necessary treatment or counseling, immediately after the safety and security of the victim is ensured.

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7. The Superintendent shall review, download, and preserve all videos in or around the area that could contain evidence of a Prison Rape Elimination Act of 2003 (PREA) violation.
  8. For an allegation of juvenile-on-juvenile sexual abuse, sexual assault, sexual harassment, sexual contact, or any type of sexual misconduct, the Superintendent may submit an administrative transfer request (ATR) to the Division of Placement Services, to move the alleged perpetrator from the facility.
- G. If the sexual abuse or sexual assault occurred less than seventy-two (72) hours prior to the report, the juvenile victim shall be transported to the closest emergency medical facility by DJJ staff and the juvenile shall be examined by qualified medical staff. If transportation is not readily available, a 911 emergency operator shall be utilized.
- H. If the sexual abuse or sexual assault occurred more than seventy-two (72) hours prior to the report, sealing off the area may not be practical due to traffic, contamination, and use of the area. The Superintendent or Regional Director shall consult with IIB to determine what areas to close and what evidence to collect.
- I. If the sexual abuse or sexual assault occurred more than seventy- two (72) hours prior to the report, transportation to an emergency medical facility shall be at the discretion of the facility medical staff, in consultation with the Superintendent and the Division Director of Medical Services.
- J. After an allegation of any type of sexual misconduct has been made, the facility shall protect the reporting juvenile, facility staff, or any cooperating individual from retaliations by other juvenile or facility staff.
1. Facility staff shall be designated to monitor for retaliatory behavior or actions.
  2. Facility staff shall use protective measures, such as changes in residential housing for juvenile victims, transfer of juveniles to other facilities, and change of work assignments for alleged staff.
  3. Facility staff shall provide emotional support for juveniles and staff, who fear retaliation from reporting sexual abuse, sexual harassment, sexual contact, or any sexual misconduct through residential counseling and the Kentucky Employee Assistance Program (KEAP).
  4. Facility staff shall monitor the treatment of the juvenile and staff for ninety (90) days following a report of sexual abuse or sexual harassment, and if the victim exhibits changes that may suggest possible retaliation by other juveniles or staff the facility shall act immediately to address any retaliation.

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5. Juvenile disciplinary reports, housing assignments, facility staff reassignments, program changes, and any negative performance reviews of facility staff involved in the allegation shall be monitored for indications of retaliation.
  6. Monitoring shall continue beyond ninety (90) days if any indication of retaliation is noted.
  7. The facility may terminate the monitoring process if through investigation it is determined that the allegations are unfounded.
- K. If a committed or probated juvenile, under community supervision, makes an allegation of sexual abuse, sexual contact, or any type of sexual misconduct to a Division of Community and Mental Health staff or if a staff learns of an alleged sexual abuse through other means, the staff shall take the following steps:
1. Upon being notified of the sexual abuse, the staff shall immediately notify their supervisory chain, which includes the Juvenile Services District Supervisor (JSDS), Regional Manager, Regional Psychologist, and the Division Director of Community and Mental Health Services.
  2. The staff shall make a report to the Department of Community Based Services (DCBS), the IIB hotline and the KSP office that is near the facility or office where the juvenile is located except for those facilities or offices located in Lexington or Louisville, Kentucky. In Lexington and Louisville, staff shall contact the local law enforcement agencies.
  3. The Division Director of Community and Mental Health Services or designee shall inform the Agency PREA Compliance Officer, the Office of General Counsel, the Deputy Commissioners, and the Commissioner.
  4. The reporting staff, if not the JSW, shall notify the assigned JSW. The JSW shall advise parents or caregivers to seek medical assistance and examinations regarding the juvenile reporting the sexual abuse.
  5. The JSW may accompany the juvenile and parents or caregivers to the medical facilities for medical assistance and examinations. The JSW shall provide continuous updates to the supervisory chain.
  6. The JSW shall assist in arranging victim services and counseling for the juvenile and parent or caregivers. Resources may include the Children's Advocacy Center, KSAP, Victim's Advocate at the Commonwealth Attorney's office, DJJ Mental Health Branch, and other community based services that provide sexual abuse assistance.
  7. The Division Director of Community and Mental Health Services shall provide updated information to the Agency PREA Compliance Officer, the

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Office of General Counsel, the Deputy Commissioners, and the Commissioner.

- L. If sexual abuse occurs in a private child care facility, therapeutic foster care home, or in a mental health medical facility, DJJ staff shall, upon receiving notice, do the following:
1. Classification staff and the JSW shall notify the IIB hotline;
  2. Classification staff and the JSW shall notify the Director in their respective chains of command;
  3. The Director of Placement Services and the Director of Community and Mental Health Services shall notify the Commissioner, the Deputy Commissioner in their respective chain of command, the Agency PREA Compliance Officer, the Ombudsman, and the Cabinet for Health and Family Services (CHFS), Office of Inspector General (OIG);
  4. The Director of Community and Mental Health Services shall coordinate the immediate service needs of the juvenile and assign a staff person to accompany the juvenile for any medical and mental health services that may be needed; and
  5. The Division Director of Community and Mental Health Services, the Director of Placement Services or designee, and the Deputy Commissioner shall case conference the matter to determine the best placement arrangement and treatment needs for the DJJ juvenile or juveniles involved.
  6. The JSW shall assist in arranging victim services and counseling for the juvenile. Resources may include the Children's Advocacy Center, KSAP, Victim's Advocate at the Commonwealth Attorney's office, DJJ Mental Health Branch, and other community based services that provide sexual abuse assistance.
- M. If a juvenile is being transferred as a result of sexual abuse, the Division of Placement Services Classification Branch representative shall notify the receiving facility and the Regional Director, of the situation surrounding the juvenile transfer. The receiving facility shall follow all procedures within this policy.
- N. DJJ shall enter into a memorandum of understanding (MOU) or an agreement with community service providers that are able to provide juveniles with emotional support services related to sexual abuse. Each facility Superintendent shall utilize the crisis and counseling services associated with KASP when an incident of sexual abuse has occurred at a facility.
- O. When staff has any questions regarding the PREA processes, protocol, or the federal PREA standards, staff may contact the Agency PREA Compliance Officer.



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- P. If a resident at a DJJ facility alleges sexual abuse occurred at a different DJJ facility, the staff shall immediately report the allegation to the IIB hotline, Administrative Duty Officer (ADO), Facility PREA Coordinator, and Superintendent. The current Superintendent shall notify the Superintendent of the previous placement where the alleged abuse occurred, IIB, and the Facilities Regional Administrator (FRA). Notification shall be made immediately through the chain of command, but no later than twenty-four (24) hours from the time the allegation was reported. The notification shall be documented in the juvenile's ICR.
- Q. If a resident at a DJJ facility alleges sexual abuse occurred at a private child caring facility, contracted facility, hospital, or any correctional facility, the staff shall immediately report the allegation to the IIB hotline, Administrative Duty Officer (ADO), Facility PREA Coordinator, and the Superintendent. The current Superintendent shall notify the agency head of the previous facility where the alleged abuse occurred, IIB, and the Facilities Regional Administrator (FRA). Both notifications shall be up-lined immediately, but no later than twenty-four (24) hours from the time the allegation was reported. The notification shall be documented in the juvenile's ICR.
- R. If a third party source contacts a facility and alleges that a current resident has been a victim of abuse, the staff shall immediately report the allegation to the IIB hotline, Administrative Duty Officer (ADO), Facility PREA Coordinator, and Superintendent. The notification shall be up-lined immediately, but no later than twenty-four (24) hours from the time the allegation was reported. The notification shall be documented in the juvenile's ICR.
- S. DJJ staff in coordination with the Director of Medical Services shall make arrangements for any juvenile victim of sexual assault or sexual abuse to be tested for sexually transmitted diseases. For any female juvenile victim arrangements for a pregnancy test shall be arranged.
- T. Treatment services for any type of sexual assault or sexual abuse shall be provided to the victim without financial cost.
- U. The Superintendent or designee shall attempt to make arrangements for a Qualified Mental Health Professional (QMHP) to conduct a mental health evaluation or assessment of all known resident-on-resident perpetrators within sixty (60) days of learning of such abuse history and offer treatment when deemed appropriate by the QMHP.

**V. STAFF TRAINING**


- A. The Agency PREA Compliance Officer or designee be responsible for training all Facility and Community PREA Coordinators regarding this policy.
- B. Each Facility PREA Coordinator shall be responsible for training facility staff regarding this policy.

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C. Each Community PREA Coordinator shall be responsible for training community staff regarding this policy.

**VI. MONITORING MECHANISM**

The Agency PREA Compliance Officer or designee shall conduct an annual audit to verify that DJJ staff are being trained regarding the policy.

	<b>JUSTICE CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES: 505 KAR 1:170</b>
<b>CHAPTER: Prison Rape Elimination Act of 2003 (PREA)</b>	<b>AUTHORITY: KRS 15A.065; <u>28 CFR 115.386</u>; <u>28 CFR 115.387</u>; <u>28 CFR 115.388</u></b>	
<b>SUBJECT: Data Collection and Review</b>		
<b>POLICY NUMBER: 909</b>		
<b>TOTAL PAGES: 2</b>		
<b>EFFECTIVE DATE: 03/09/18</b>		
<b>APPROVAL: Carey D. Cockerell , COMMISSIONER</b>		

**I. POLICY**

The Department of Juvenile Justice (DJJ) shall collect and maintain statistical data for reporting purposes to the federal government and utilize this information to develop and integrate a system of continuous quality improvement within DJJ.

**II. APPLICABILITY**

This policy shall apply to all DJJ staff, volunteers, interns, and contractors.

**III. DEFINITIONS**

Refer to Chapter 900.

**IV. PROCEDURES**

A. The Superintendent or designee shall assemble a review team of management, supervisors, medical or mental health professionals, the Facility Prison Rape Elimination Act of 2003 (PREA) Coordinator and any other staff deemed necessary to conference and examine PREA incidents. The review team shall:

1. Conduct the review conference within thirty (30) days after the conclusion of a substantiated or unsubstantiated sexual abuse investigation;
2. Prepare a report of the conference findings and include any recommendations for improvement. The report shall be submitted to the Agency PREA Compliance Manager;
3. Consider whether there is a need to change policy or practice to better prevent, detect, or respond to sexual abuse;

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4. Consider whether the incident was motivated by race, ethnicity, gender identity, identification as lesbian, gay, bisexual, transgender, questioning, or intersex, gang affiliation, or was motivated or otherwise caused by other group dynamics at the facility;
  5. Assess if the area of the facility where the incident occurred attributed to the abuse;
  6. Assess the adequacy of staffing levels;
  7. Assess the need for change in video monitoring or additional equipment; and
  8. Review the findings of the investigation.
- B. The Superintendent or designee shall report the review team findings, along with recommendations for improvement, to the Regional Director and the Agency PREA Compliance Officer or designee.
  - C. The Internal Investigations Branch (IIB) shall work directly with the Agency PREA Compliance Officer to determine statistical data and information required for annual federal reporting purposes regarding PREA.
  - D. The Commissioner or Agency PREA Compliance Officer may conduct debriefing meetings to discuss any PREA related incidents.
  - E. The Agency PREA Compliance Officer shall compile and maintain all statistical data regarding all PREA-related matters for the Department.
  - F. The Agency PREA Compliance Officer shall conduct an annual meeting for the Commissioner and Executive Staff to discuss PREA related matters regarding the Department.
  - G. The Agency PREA Compliance Officer shall compile an annual data report that shall be made available to the public.

#### **V. STAFF TRAINING**

- A. The Agency PREA Compliance Officer or designee shall be responsible for training all Facility and Community PREA Coordinators regarding this policy.
- B. Each Facility PREA Coordinator shall be responsible for training facility staff regarding this policy.
- C. Each Community PREA Coordinator shall be responsible for training community staff regarding this policy.

#### **VI. MONITORING MECHANISM**

The Agency PREA Compliance Officer or designee shall conduct an annual audit to verify that DJJ is complying with this policy.

	<b>JUSTICE CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES: 505 KAR 1:170</b>
<b>CHAPTER: Prison Rape Elimination Act of 2003 (PREA)</b>	<b>AUTHORITY: KRS 15A.065</b>	
<b>SUBJECT: DJJ Staff PREA Education and Training</b>		
<b>POLICY NUMBER: 911</b>		
<b>TOTAL PAGES: 4</b>		
<b>EFFECTIVE DATE: 03/09/18</b>		
<b>APPROVAL: Carey D. Cockerell , COMMISSIONER</b>		

**I. POLICY**

The Department of Juvenile Justice (DJJ) shall educate and train DJJ staff, volunteers, interns, and contractors on the Prison Rape Elimination Act of 2003 (PREA) juvenile standards.

**II. APPLICABILITY**

This policy shall apply to DJJ staff, volunteers, interns, and contractors.

**III. DEFINITIONS**

Refer to Chapter 900.

**IV. PROCEDURES**

- A. DJJ staff, volunteers, interns, and contractors shall receive education and training regarding PREA and the juvenile standards.
- B. The Agency PREA Compliance Officer or designee shall ensure that important information is continuously and readily available to all staff regarding PREA. DJJ staff shall train all employees who have contact with juvenile residents on:
  - 1. The zero tolerance policy for sexual abuse and sexual harassment;
  - 2. How to fulfill their responsibilities under agency sexual abuse and sexual harassment prevention, detection, reporting, and response policies and procedures;

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3. Resident's right to be free from sexual abuse and sexual harassment;
  4. The right of residents and employees to be free from retaliation for reporting sexual abuse and harassment;
  5. The dynamics of sexual abuse and sexual harassment in juvenile facilities;
  6. The common reactions of juvenile victims of sexual abuse and sexual harassment;
  7. How to detect and respond to signs of threatened and actual sexual abuse and how to distinguish between consensual sexual contact and sexual abuse between residents;
  8. How to avoid inappropriate relationships with residents;
  9. How to communicate effectively and professionally with residents; and
  10. How to comply with mandatory reporting laws and understanding other laws regarding PREA as they relate to juveniles.
- C. DJJ PREA training shall consist of the training phases as outlined in Table 1: Prison Rape Elimination Act of 2003 (PREA) Training Requirements.

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Phase	Title of PREA Phase Training	Training Hours (approximate)
Phase 1: New Staff Training	PREA Phase 1 Training (Youth Worker Training Academy)	2.5
Phase 2: New Staff Training	PREA Phase 2 Dynamics of Sexual Abuse	0.75
	PREA Phase 2 Adolescent Sexual Development	1.0
	PREA Phase 2 Review Policy 901 No Retaliation	1.0
Phase 3: New Staff Training	PREA Phase 3 Juvenile Education	0.5
	PREA Phase 3 Kentucky Association for Sexual Abuse Programs (KASAP) and Translation Services	0.25
	PREA Phase 3 Overview Vulnerability Assessment	0.25
Phase 4: New Staff Training	PREA Phase 4 Staff Boundaries	1.0
	PREA Phase 4 Supervising Youth	0.25
Phase 5: New Staff Training	PREA Phase 5 First Responder and Facility Coordination plan	1.0
	PREA Phase 5 Respond to Threats or Signs	1.0
	Scene Protection	0.5
Phase 6: Medical/Mental Health Staff	PREA Phase 6 Specialized Training Medical and Mental Health Module 1 (Medical and Mental Health Staff Only)	1.0
	PREA Phase 6 Specialized Training Medical and Mental Health Module 2 (Medical and Mental Health Staff Only)	1.0
	PREA Phase 6 Specialized Training Medical and Mental Health Module 3 (Medical and Mental Health Staff Only)	0.5
	PREA Phase 6 Specialized Training Medical and Mental Health Module 4 (Medical and Mental Health Staff Only)	1.0
Phase 7: Agency Leadership	PREA Phase 7 Leadership and Culture	0.5
Phase 8: New Staff Training	PREA Phase 8 Lesbian, Bi-sexual, Gay, Transexual, Questioning or Queer, and Intersex (LGBTQI) and Policy 912	1.0
Phase 9: Coordinator Training	Facility Management Procedures	TBA
Phase 10: Staff Annual Training	PREA Annual Policy Review	1.0
	PREA Phase 4 Review	1.0
	PREA Phase 5 Review	1.0
	PREA Phase 8 Review	1.0
	Visual Search Policy and Procedures	0.5
Contract Medical	PREA Phase 1 Training	
	PREA Phase 6 Specialized Training Medical and Mental Health Module 1	1.0
	PREA Phase 6 Specialized Training Medical and Mental Health Module 2	1.0
	PREA Phase 6 Specialized Training Medical and Mental Health Module 3	0.5
	PREA Phase 6 Specialized Training Medical and Mental Health Module 4	1.0
Volunteer/Contactor	PREA Phase 1 Training	1.5
Cross Gender Searches	Visual Search Policy and Procedures	0.5

Table 1: Prison Rape Elimination Act of 2003 (PREA) Training Requirements

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H. All DJJ staff, Executive Staff, and contractors who have daily contact with juveniles shall be required to complete Phase eight (8) annually.


**V. STAFF TRAINING MONITORING MECHANISM**

- A. The Agency PREA Compliance Officer or designee or the PREA trainer in the Training Branch shall train or organize training to ensure that PREA Coordinators are trained regarding the PREA training phases.
- B. The PREA Coordinators shall be responsible for training DJJ staff, volunteers, interns, and contractors in their respective facilities or community offices regarding this policy.
- C. The Agency PREA Compliance Officer or designee or the PREA trainer in the Training Branch shall develop and execute all specialized trainings for Executive Staff, community mental health, youth counselors, Treatment Directors, Regional Psychologists, and medical staff.

**VI. MONITORING MECHANISM**

The Agency PREA Compliance Officer or designee shall conduct an annual audit to verify that DJJ staff are being trained regarding the policy.



	<b>JUSTICE CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES</b>	<b>REFERENCES: 505 KAR 1:170, DJJPP 301</b>
<b>CHAPTER: Prison Rape Elimination Act of 2003 (PREA)</b>		<b>AUTHORITY: KRS 15A.065; 28 C.F.R. 115; 28 C.F.R 115.315; 28 C.F.R 115.331; 28 C.F.R 115.341; 28 C.F.R 115.342; 28 C.F.R 115.386</b>
<b>SUBJECT: Sexual Orientation and Gender Identity</b>		
<b>POLICY NUMBER: 912</b>		
<b>TOTAL PAGES: 3</b>		
<b>EFFECTIVE DATE: 03/09/18</b>		
<b>APPROVAL: Carey D. Cockerell</b>		<b>, COMMISSIONER</b>

**I. POLICY**

In accordance with state and federal laws, each juvenile under the jurisdiction of the Department for Juvenile Justice (DJJ), shall have the right to live in an environment free of harassment and discrimination. DJJ shall be committed to providing a healthy and accepting setting for juveniles placed in the custody, care, or supervision of DJJ. DJJ staff shall respect the dignity of heterosexual, lesbian, gay, bisexual, transgender, questioning, and intersex (LGBTQI) juveniles and create an environment that is safe and free of discrimination.

**II. APPLICABILITY**

This policy shall apply to all DJJ staff, interns, volunteers, contractors, and juveniles under the custody, care, or supervision of DJJ.

**III. DEFINITIONS**

Refer to Chapter 900.

**IV. PROCEDURES**

- A. DJJ staff shall provide quality services and treatment to juveniles regardless of their actual or perceived sexual orientation, gender identity, or gender expression.
- B. DJJ staff shall provide fair and equal treatment without bias and in a professional and confidential manner based on principles of sound professional practice to LGBTQI juveniles in the care and custody of DJJ.
- C. DJJ staff, contractors, interns, or volunteers shall not disclose the sexual orientation or gender identity of a juvenile to another juvenile, the family or friends of that juvenile, and other outside individuals or agencies, including health care or social service providers, without the permission of the juvenile, unless such disclosure is necessary to comply with state or federal law.

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- D. This confidentiality restriction does not prevent DJJ staff, interns, volunteers, or contractors from discussing the needs or services of a juvenile with other staff members or when resolving a grievance.
- E. LGBTQI juveniles shall not be placed in isolation or segregation as a means of keeping them safe from discrimination, harassment, or abuse. LGBTQI juveniles shall not be treated or classified as a juvenile sex offender (JSO) unless required by a court.
- F. Facility staff shall make housing decisions for all juveniles including transgender and intersex juveniles based on the individualized needs of a juvenile; and shall prioritize the emotional and physical safety of a juvenile, taking into account the perception of where they will be most secure, as well as any recommendations from the health care provider of the juvenile.
- G. DJJ staff, volunteers, interns, religious leaders, and contractors shall show respect to all juveniles in DJJ facilities regardless of sexual orientation or gender identity.
- H. DJJ shall provide transgender and intersex juveniles with safety and privacy when using the shower and bathroom and when dressing and undressing.
- I. DJJ staff shall not require transgender and intersex juveniles to shower or undress in front of other juveniles; and transgender juveniles shall be permitted to use single occupancy bathrooms and showers, if available. Such accommodation shall be provided in a sensitive manner.
- J. DJJ staff shall provide LGBTQI juveniles access to medical and mental health care providers who are knowledgeable about the health care needs of LGBTQI juveniles.
- K. LGBTQI juveniles shall not participate in JSO treatment or counseling, unless required to do so by a court or as necessary to address sexually offending behaviors.
- L. The juvenile sex offender treatment program (JSOTP) shall not discriminate based on sexual orientation, gender expression, intersex condition, or gender identity and shall not criminalize LGBTQI identity.
- M. DJJ staff shall not physically search a LGBTQI juvenile in a manner that is humiliating or degrading or for the purpose of determining the anatomy of a juvenile. Only qualified medical staff may conduct medical exams or searches that involve the removal of clothing revealing breasts, buttocks, or genitalia, except other staff may conduct such exams or searches in exigent circumstances as necessitated by safety concerns.
- N. Staff shall consult a transgender juvenile regarding staff gender preferences for conducting a pat down search and body identification. A transgender juvenile may request the gender of the staff member who will conduct the pat down search and body identification. All special requests shall be documented in the individual client record (ICR) of the juvenile. DJJ shall accommodate a request when possible and consistent with maintaining the security of the facility.

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- O. DJJ staff shall not search or physically examine a transgender or intersex juvenile resident for the sole purpose of determining the resident's genital status. Only qualified medical staff may conduct medical exams or searches that involve the removal of clothing revealing breasts, buttocks, or genitalia, except in exigent circumstances as necessitated by safety concerns.
- P. DJJ staff shall be trained on how to conduct cross-gender pat down searches, and searches of transgender and intersex juveniles, in a professional and respectful manner, and in the least intrusive manner possible that is consistent with security needs.
- Q. Each DJJ program shall provide an inclusive organization culture where the dignity of every juvenile is respected and all youth are safe. When juveniles arrive at the program they shall be informed in intake or orientation that name-calling and other harassment is disrespectful and not accepted. Staff shall remind juveniles that harassment of LGBTQI juveniles is not acceptable. Anytime staff becomes aware of any harassment or disrespectful communications staff shall report it to the next line supervisor and address the behavior immediately. Staff shall promptly and consistently intervene to stop a juvenile from using terms that convey hatred, contempt, or prejudice toward LGBTQI juveniles, and shall initiate disciplinary action against juveniles who harass others.

**V. STAFF TRAINING**

- A. DJJ staff working directly with juveniles shall be trained to work with LGBTQI juveniles to ensure that staff have the awareness and capacity to effectively work with LGBTQI juveniles in a facility. This training shall include:
  - 1. Goals and requirements of the facility regarding nondiscriminatory practices toward LGBTQI juveniles;
  - 2. Information on working with LGBTQI juveniles in a respectful and nondiscriminatory manner; and
  - 3. Material on recognizing, preventing, and responding to harassment against LGBTQI juveniles.
- B. DJJ staff working directly with a juvenile shall receive training regarding the LGBTQI community. These trainings shall be conducted by a qualified trainer, with expertise in working with the LGBTQI community.
- C. The Agency PREA Compliance Officer shall train all PREA Coordinators regarding this policy.
- D. The PREA Coordinators shall train all DJJ staff in their respective facility or community offices regarding this policy.

**VI. MONITORING MECHANISM**

The Agency PREA Compliance Officer or designee shall conduct an annual audit to verify that DJJ staff are being trained regarding this policy.