

**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 Hardin County School District (“the Contractor”) to establish an agreement for the provision of a full continuum of educational service for students committed to or in the custody of the Department of Juvenile Justice. The initial IA is effective from the 1st day of July, 2021 through the 30th day of June, 2022.

Department of Juvenile Justice

hereinafter referred to as the Department or Commonwealth, and

Hardin County School District

(Name of Contractor)

65 W.A. Jenkins Road

Elizabethtown, Kentucky 42701

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

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

Scope of Services:

Section 1.

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

- A. Comply with all applicable federal and state laws and regulations for the services provided under this agreement.
- B. Provide certified and classified staff as applicable to meet the educational needs of the youth.

- C. Assure that one full-time, on site principal/head teacher/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.
- I. Provide 210 instructional days. Educational services will be provided in-person unless there are extraordinary circumstances requiring non-traditional instruction. Non-traditional instruction (NTI) may be utilized according to 701 KAR 5:150.
- 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. 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. Submit the yearly school calendar and daily school schedule to the facility superintendent and the DJJ Education Branch by July 1 for the upcoming 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 Contractor 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;
- R. 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.

- 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 to 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, social studies, 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 communicable disease management protocol established by DJJ.
- YY. 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)
- ZZ. 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.
- AAA. Participate fully in the monitoring of this agreement.
- BBB. 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.
- CCC. Assure the facility superintendent/designee is invited to participate on the interview panel for the hiring of any educational staff for the program.
- DDD. 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.
- EEE. Assure the school administrator/designee attends the facility management team meetings.
- FFF. 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).
- GGG. Assure staff obtains required training per Department standards.
- HHH. 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.
- III. 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.

Justice and Public Safety Cabinet Terms and Conditions

1. Except where necessary in the performance of the Contractor's responsibilities set forth in this Agreement, the Contractor shall maintain the confidentiality of Commonwealth data and shall not disclose, distribute, divulge, publish, or release any Commonwealth data 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 they receive Commonwealth data solely for the purposes of this Agreement, and that their receipt of Commonwealth data in no way creates any ownership interest in Commonwealth data, unless expressly provided otherwise within the terms and conditions of this Agreement.
 - 1.1. For purposes of this Agreement, "Commonwealth data" shall mean any data or information, regardless of form or characteristic, collected, received, or obtained by the Contractor pursuant to this Agreement, including but not limited to, information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.
 - 1.2. The Contractor shall implement reasonable measures, at least as protective as the Contractor uses to safeguard the Contractor's own confidential information, to prevent unauthorized access to, or accidental disclosure of, Commonwealth data.
 - 1.3. Commonwealth data is the property of the Commonwealth. In order for the Commonwealth to maintain control and integrity of its records, the Contractor agrees that any Kentucky Open Records Act request, Freedom of Information Act request, or other request seeking access to Commonwealth data will be reported and forwarded to the Commonwealth within two business days. The Contractor shall notify the requester: (1) that the Contractor is not authorized to accept such requests; (2) that the Commonwealth is the sole entity authorized to accept such requests; and (3) the point of contact for such requests.
 - 1.4. The Contractor shall ensure that any access to Commonwealth data by contractor employees is limited to only those contractor employees with a necessary and essential purpose to fulfill the terms and conditions of this Agreement.
 - 1.4.1. For purposes of this Agreement, "contractor employees" shall mean agents, employees, subcontractors, volunteers, or any other individuals or entities acting on behalf of the Contractor.
 - 1.5. The Contractor shall not utilize Commonwealth data for the benefit of the Contractor or third parties except as expressly authorized by this Agreement.
 - 1.6. These data confidentiality requirements set forth herein survive the expiration or termination of this Agreement and bind the Contractor and their legal representatives, heirs and assigns.
2. The descriptive headings in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the terms and conditions within this Agreement or any materials incorporated

by reference into this Agreement.

3. 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.
4. The Contractor shall ensure that all contractor employees comply with all applicable provisions of this Agreement, including but not limited to data confidentiality requirements.
5. The Contractor shall implement all applicable federal, state, and local requirements and advisories pertaining to the COVID-19 pandemic or any other public health emergency when providing services pursuant to this Agreement.
6. Upon written request of the Commonwealth, the Contractor shall perform services by remote communications technology where feasible and as needed to comply with applicable federal, state, and local requirements and advisories pertaining to the COVID-19 pandemic or any other public health emergency.
7. Each party shall provide a contact to resolve any issues related to this Agreement and promptly update the contact information as necessary.
8. Except as otherwise required by law or expressly provided herein, all notices, requests, or other communications pertaining to this Agreement will be made in writing either: (a) by personal delivery, (b) by facsimile or electronic mail with confirmation of receipt, (c) by mailing in the United States mail or (d) by nationally recognized express courier service. The notice, request, or other communication will be deemed to be received upon personal delivery, upon confirmation of receipt of facsimile or electronic mail transmission or upon receipt by the party it is sent to if by United States mail or express courier service; provided, however, that if a notice, request, or other communication is not received during regular business hours, it will be deemed to be received on the next succeeding business day.
9. Nothing in this Agreement shall be deemed to waive, or otherwise limit, the rights, privileges, immunities, and matters of defense, now available or hereafter made available, to the Commonwealth of Kentucky, and any of its cabinets, departments, bureaus, agencies, officers, agents, or employees.
10. This Agreement is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this Agreement.
11. Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the other party by registered or certified mail.
12. This Agreement is subject to the laws of the Commonwealth of Kentucky and where applicable federal law. Any litigation with respect to this Agreement shall be brought in state or federal court in Franklin County, Kentucky. Each Party hereby consents to the jurisdiction and venue of such courts and waives all objections as to forum non conveniens or similar doctrine.

COMMONWEALTH: Department of Juvenile Justice
Name of Agency

APPROVED:

BY: Ronnie Bastin
Deputy Secretary Signature

DATE: July 9, 2021

CONTRACTOR: _____
Name of Agency

APPROVED:

BY: _____
Signature

TITLE: _____

DATE: _____