



July 12, 2021

Enclosed are the 2020-2021 Interagency Agreements (IA) between the Department of Juvenile Justice and Mercer County School District for education services for youth committed to, or in the custody of, the Department at the Mercer County School District. 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 the agreement 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,

Ronnie J. Bastin  
Deputy Secretary  
Justice and Public Safety Cabinet

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 Mercer County School District (“the Contractor”) to establish an agreement for the provision of a full continuum of educational services for students enrolled in the Day Treatment program as provided by KRS 605.093. The initial IA is effective from the 1<sup>st</sup> day of July, 2021 through the 30<sup>th</sup> day of June, 2022.

**Department of Juvenile Justice**

hereinafter referred to as the “Department” or “Commonwealth”, and

**Mercer County School District**

(Name of Contractor)

**530 Perryville Street**

**Harrodsburg, Kentucky 40330**

(Address of Contractor)

hereinafter referred to as the “Contractor”,

**WITNESSETH, THAT:**

Whereas, the Department, in the exercise of its lawful duties, has determined upon the necessity of the performance of the following function briefly described as:

Provide a full continuum of educational services for youth that have been enrolled in a contracted Day Treatment program as described in KRS 605.093; and

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

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

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

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

**Scope of Services:**

Section 1.

Contracted Day Treatment

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

A. General Provisions—

1. Comply with all applicable federal and state laws and regulations for the services provided under this agreement.
2. Provide certified and classified staff as applicable to meet the educational needs of the youth.
3. Core classes (English, Math, Science, and Social Studies) shall be taught by a certified teacher.
4. Educational services shall be available on an open entry – open exit basis.
5. Assure there is a full-time, on-site, principal/head teacher/school administrator/director who shall:
  - a. Participate in management meetings or trainings designed by DJJ for Contracted Day Treatment Program Directors;
  - b. Submit to DJJ by the 5<sup>th</sup> of each month a complete, accurate, and cumulative Monthly Medicaid Report;
  - c. Submit to DJJ by the 15<sup>th</sup> of each month a completed program report to include expenditures;
  - d. Conduct monthly auditing of youth treatment files for content, timelines met, and quality of documentation;
  - e. Assure that youth treatment files are uniformly compiled and kept confidential and secure;
  - f. Ensure that staff cooperates during the DJJ annual Education Branch monitoring.
    - i. DJJ staff shall have access to student files and program records to complete program audits and monitoring;
    - ii. Encourage completion of all student surveys, staff surveys, and collateral contact surveys requested as part of DJJ monitoring;
    - iii. When requested, a Program Improvement Plan is developed and submitted within 30 days of receipt of the final monitoring report to address any issues noted during the Department’s Education Branch monitoring.
  - g. Ensure substitute teachers are available when teachers are absent all or part of a school day;
  - h. Have a plan to ensure adequate housekeeping and maintenance of the facility;
  - i. Identify and utilize community resources.
6. Adhere to the Department’s Code of Conduct and Code of Ethics Policy and Procedures (Addendum A), cooperate with investigation of misconduct, and notify DJJ Branch Manager within ten (10) school days of decision. If a violation occurs, disciplinary issues relating to school district personnel shall be governed by the local school district’s policy and procedures. If the Department of Juvenile Justice provides written notice that it believes that any teacher and/or other educational staff has violated any Department of Juvenile Justice Policy, then the individual that is believed to have violated Policy shall not be allowed to return to the Department of Juvenile Justice’s program, and the Contractor will forthwith provide a different teacher and/or other educational staff to replace the individual that would not be allowed to return.
7. 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.
8. 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.
9. 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.
10. 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.
11. Develop a mutually agreed upon yearly school calendar that identifies local school district instructional days, instructional days beyond the local school district calendar, professional development days, holidays, vacation days and non-instructional days. All day treatment programs will operate within the

- traditional school day. 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.
12. Students shall earn credit for education that can be transferred to schools and diplomas are awarded by the state or local school district. Assure that the apportioned annual credit requirements are aligned with the credit requirements and demonstrated competencies as defined in 704 KAR 3:305(2).
  13. 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.
  14. Necessary instructional materials and specialized equipment that meet minimum state education standards, including computers, shall be provided by the school district.
  15. Incentives shall be provided for educational participation and formal recognition of specific educational, technical, and vocational achievements.
  16. Daily transportation to/from school shall be provided by the school district or arrangements made for the provision of transportation.
  17. Supervision and security procedures shall include:
    - a. Constant supervision of students;
    - b. Student and visitor searches;
    - c. Instances when police/resource officer may be called; and
    - d. Key control.
  18. All staff has a duty to report dependency, neglect, or abuse as described in KRS 620.030.
  19. DJJ Education Branch shall be notified of any alleged abuse within the program within 24 hours of becoming aware of the allegation.
  20. The DJJ Education Branch shall be immediately notified of the media's request for information and/or coverage of the day treatment, its personnel or students actively enrolled in the program.
  21. Provide remedial instruction/intervention to improve basic skills for students who score two or more grade levels below standard in reading or math. 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.
  22. Require education staff to provide instruction that addresses the Learning Styles of each student.
  23. Ensure that Career Clusters and Learning Styles Inventory are displayed within the classroom area.
  24. 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.
  25. Library services shall be provided and made available to students through local library programs, bookmobiles, visits to a partnering school, and/or on-site libraries.
  26. Assure that procedures are in place to address student absences from the program.
  27. The Day Treatment Program shall maintain regular contact with the student's parent or caregiver.
    - a. The youth counselor shall communicate with the student's parent or guardian at least once every fourteen (14) calendar days.
    - b. If contact cannot be made, the attempted contact shall be recorded in the student's ITP.
    - c. Each family contact and service shall be recorded in the student's ITP.
  28. The Juvenile Service Worker (JSW) and DJJ group home, when appropriate, shall be notified when a DJJ referred student is absent or leaves the school grounds without permission.
    - a. Notification shall be documented.
    - b. Parents shall be contacted within two (2) hours when a student is unexpectedly absent.
  29. The school shall establish a formal grievance process in their Standard Operating Procedures Manual.
  30. Participate fully in the monitoring of this agreement.
  31. Ensure that all staff have undergone criminal background investigations and ensure that staff employed are not required to register as a sex offender, and that they do not have criminal convictions or pending charges relating to abuse, sexual abuse, or any felony offense.
  32. Ensure that each certified and classified education staff member shall be prohibited from discussing a DJJ student's legal status with any other individual.

33. All contracted day treatment programs shall have a written policy mandating zero tolerance toward all forms of sexual abuse, sexual harassment, sexual contact or any type of sexual offense and outlining the agency's approach to preventing, detecting, and responding to such conduct. Contracted day treatment programs shall be responsible for submitting documentation regarding their policies to the Department.
  34. Assure there will be no discrimination against any applicant, or recipient of services on account of race, color, age, sex, disability, religious creed, ancestry, national origin or sexual orientation, gender identity, genetic information, political affiliation, or veteran status in performance of this agreement.
  35. Assure the program director holds monthly staff meetings for all program staff. Monthly staff meetings shall include staff being present or via phone conference meetings.
  36. Items purchased with DJJ grant funding (Title I Part D) must be tagged and identified as Title I property.
    - a. A written inventory shall be kept, including serial numbers, when applicable.
    - b. Software licenses purchased by Title I Part D, needs to be tracked and identified on corresponding hardware.
    - c. If any durable equipment purchased using Title I Part D funds has exceeded its useful life or is damaged to the point of not being useful, the equipment must be cleansed or destroyed according to School District policy and documented and reported to the Title I Part D Coordinator.
  37. Assure appropriate staff is invited to participate in educational meetings relative to the development or review of educational services for individual youth (i.e., Admissions and Release Committee (ARC) meetings).
  38. 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.
  39. 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.
- B. Admissions—
1. Priority for admission shall be given to students in the order provided below:
    - a. DJJ committed or probated students;
    - b. Other students adjudicated on public or status offenses;
    - c. Students court ordered;
    - d. Students referred by the FAIR Team or court designated worker (CDW); and
    - e. School referred students with severe behavioral issues in the school and in the community.
  2. The Day Treatment program shall have written Standard Operating Procedures (SOPs) that have been reviewed by the DJJ Education Branch, to be followed when accepting or declining a referral.
  3. A copy of the admission criteria and procedures shall be distributed to referring agencies and interested parties.
  4. The student's educational status shall be discussed with the parent or caregiver within five (5) business days of admission.
  5. Completion of orientation shall be documented by a statement signed and dated by the youth and parent or caregiver.
- C. Student Assessments and Records—
1. Federal and state laws and regulations shall govern the confidentiality, maintenance, handling, and access of educational records, including academic, technical, and vocational.
  2. Within 30 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;
  3. 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.
  4. 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.

5. 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.
  6. 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.
  7. Educational and vocational assessments shall be administered within fourteen (14) school days of admission, unless a recent assessment has already been completed.
  8. Students shall complete a career assessment to include aptitude, interest inventory, and learning and working styles. The results shall:
    - a. Assist in integrating academic vocational and work assignments, and treatment goals;
    - b. Assist staff as they communicate with students;
    - c. Assist in developing each student's Individual Learning Plan (ILP) and Transition Plan; and
    - d. Provide each student with workplace readiness skills.
  9. The results of educational and vocational assessments from the school district shall be used as a basis for the initial development, periodic reviews, and revisions of an integrated Individual Treatment Plan (ITP), Individual Learning Plan (ILP), Transition Plan, and the Individual Learning Plan Addendum (ILPA), or Individual Education Plan (IEP) as applicable.
  10. 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.
  11. 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.
  12. Assure each youth is included in district wide and statewide assessments.
  13. Require education staff document evidence of a student's level of achievement using local school district's procedural documentation or the Kentucky Academic Standards.
  14. 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.
  15. For youth eligible for GED testing, assure youth earns grades and credits toward a diploma while preparing for GED testing.
  16. 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).
  17. An Individual Client Record (ICR) shall be maintained for all students who are committed to DJJ and not placed in a group home. Information shall be entered into the group home's electronic record for students who are placed in a group home.
    - a. All student records shall be marked "confidential" and kept in locked file cabinets.
    - b. Staff shall not take student records off the premises.
    - c. If another student must be identified in a student record, they shall be identified by initials only.
    - d. Access to all records shall be limited to those who have a right or a need to know specific information.
- D. Treatment Services/Mental Health—
1. A licensed behavioral health professional shall oversee the provision of appropriate behavioral health care for students.
  2. Students shall be screened upon admission for suicide risk factors.
    - a. All staff shall be trained regarding verbal and behavioral cues of suicide risk and shall observe students for signs of vulnerability, trained to recognize high-risk behaviors and high-risk periods of potential suicidal behavior.

- b. All students shall receive suicide prevention training by September 15 of each school year as described in KRS 156.095 (6).
3. The statewide child abuse hotline number and the National Human Trafficking Reporting Hotline number shall be prominently displayed. KRS 156.095 (8).
4. The Orientation Treatment Plan procedures must:
  - a. Be completed within one (1) week of admission; and
  - b. Use the DJJ Orientation Treatment Plan form.
5. Counseling services shall utilize a trauma informed approach and evidence based practices.
6. Substance abuse education shall be available.
7. Counseling services provided on an emergency basis and upon student's request, as needed.
8. Individual counseling shall be:
  - a. Conducted a minimum of one (1) scheduled hour per week.
  - b. Documented in the individual client record (ICR) within seven (7) days.
  - c. Utilized to help the youth make changes in thinking and behavior consistent with pro-social norms.
  - d. Utilized to assist youth in meeting goals and tasks identified on the student's ITP.
9. Group counseling shall be:
  - a. Conducted for one (1) hour at a minimum of two (2) times per week.
  - b. Documented by summary in the individual client record (ICR) within seven (7) days.
  - c. Limited to twelve (12) students in any one session.
  - d. Utilized to help the student make changes in thinking and behavior consistent with pro-social norms.
  - e. Utilized to discuss specific and common issues, conflicts, and concerns.
10. Family counseling shall be available if indicated on the student's Individual Treatment Plan (ITP).
11. Treatment team shall meet on a weekly basis.
  - a. Treatment team shall include the student, the student's family, Juvenile Service Worker, youth counselor, certified educational staff, youth worker staff (if available), and other approved individuals.
  - b. Youth shall meet with treatment team at least every ten (10) school days.
  - c. The treatment team shall be responsible for making all treatment decisions regarding the student.
  - d. The youth counselor shall document the treatment team meeting in the ICR within seven (7) days of the treatment team meeting date. Entries shall be made prior to the next scheduled treatment team meeting.
12. If a student is in need of a referral based on a mental health concern, parents or guardians shall be contacted.
13. An Individual Treatment Plan (ITP) conference shall be completed within 10 school days of admission.
  - a. The youth, parent or caregiver, and JSW, if applicable, shall be invited to attend the ITP conference.
  - b. Family identified natural supports may be included in the ITP conference upon request from the parent or caregiver.
  - c. Members of the assigned treatment team shall participate in this conference.
  - d. The ITP shall include measureable interventions/tasks.
  - e. The ITP shall include an initial transition plan.
  - f. An ITP shall be accompanied by a signature sheet that is signed and dated by ITP conference participants.
  - g. The ITP shall be reviewed, dated, and signed by a licensed behavioral health professional.
  - h. A copy of the ITP shall be given to the youth, parent or caregiver, and upon request to any applicable agency or court and placed in the ICR within fifteen school (15) days.
14. The ITP shall be reviewed at least every sixty (60) calendar days and updated as needed. If the date of the review falls on a weekend or holiday, the conference shall be held prior to the designated review date.

15. A Treatment Team meeting shall be held thirty (30) calendar days prior to a youth's transition or discharge to complete a transition plan dated with signatures and titles of the multidisciplinary Treatment Team members in attendance. Each student must meet with the Treatment Team at least once prior to returning to their home school.
  16. For any youth transitioning back to the regular public school setting, a transition plan shall be completed and a transitional planning conference may be held ten (10) school days prior to the youth's anticipated release to support the youth in their reentry into the appropriate school setting.
- E. Medical—
1. Provide access to emergency medical and dental care while youth are at the program.
  2. Health care procedures shall be written in the program's Standard Operating Procedure Manual.
  3. Health trained staff shall coordinate the provision of health care according to school district policy.
  4. The Day Treatment program shall provide one health-trained staff who shall administer medication.
    - a. Medication shall be counted for accuracy upon arrival at the school.
    - b. Medication shall be secured using key control procedures.
    - c. Staff administering medication shall initial the Medication Administration Record (MAR) each time a dose is administered.
    - d. Controlled substances are double locked and counted and recorded each time the medication keys change hands.
    - e. Medication that is prescribed by a health care provider shall be administered following the established treatment plan.
    - f. Over-the-counter medication shall be administered by health trained staff following school district policy.
  5. Any medical attention administered shall be recorded in the student's ICR.
  6. Students shall be screened for any health care needs on the day of admission. If a problem is suspected, parents or guardian shall be contacted and assisted, if appropriate, in finding the proper community resources.
  7. Family planning education and counseling regarding aspects of sexuality shall be available in the program or by referral to appropriate community providers.
  8. All staff shall be trained to administer first aid while waiting for medical personnel to arrive. First aid kits shall be available.
  9. Students shall be screened for drug and alcohol abuse prior to admission to the program by trained, gender appropriate staff. Random screenings may be administered based on cause or court order.
  10. Drug and alcohol relapse prevention education shall be provided.
  11. Students who demonstrate signs of intoxication or withdrawal shall be transferred for medical clearance.
  12. If a student is seriously injured, seriously ill, or attempted suicide, the student's parents and the DJJ Commissioner shall be immediately notified. An incident report shall be completed and forwarded to DJJ Administration within twenty-four (24) hours.
  13. In the case of a student death, Emergency Medical Services (EMS) and law enforcement via 911 services shall be immediately notified.
    - a. Staff on duty shall not disturb the body or the immediate area beyond any action necessary to check for vital signs or provide emergency resuscitation techniques.
    - b. The school shall notify the DJJ Commissioner and the Juvenile Service Worker (JSW) as soon as possible.
    - c. Staff shall not provide statements to the press.
    - d. Staff with direct information regarding events surrounding the death shall document this information on an Incident Report. Names of students, teachers, and all involved persons, time Coroner was notified and pronouncement of death given, subsequent notifications of parents and guardians shall be recorded. All pertinent notifications and significant facts related to the death shall be fully documented in the ICR.
    - e. A complete copy of all records relating to the youth shall be forwarded to the DJJ Office of Legal Counsel within seventy-two (72) hours.
  14. School shall not discriminate against a student with an on-going, contagious medical condition.

- a. The following factors may assist in determining whether to continue placement in school:
        - i. The ability of the student to manage aggressive or sexual behaviors;
        - ii. The maturity and ability of other students in the program to protect themselves from infection; and
        - iii. The availability of medical treatment, as needed.
      - b. These factors shall not in themselves preclude the student's continuation in the program, but shall be considered in relationship to the program's structure and supervision capabilities.
  - 15. An infection control program shall be in place to monitor the incidence of infectious and communicable diseases among students. The program shall:
    - a. Promote a safe and healthy environment;
    - b. Reduce the incidence and spread of disease;
    - c. Assure that student infected with these diseases receive prompt care and treatment; and
    - d. Provide for the completion and filing of all reports consistent with local, state, and federal laws and regulations.
- F. Behavior Management—
1. Develop a code of acceptable school behavior and disciplinary measures that are consistent with the approved day treatment solicitation of application and contract with the Department.
  2. Disciplinary measures shall not interfere with educational programming, except if there is substantial evidence to justify otherwise.
  3. Students shall be made aware of the rules, consequences, and safety and security responses as part of the program orientation.
    - a. Students shall receive a student handbook upon admission.
    - b. Rules and sanctions shall be conspicuously posted in the school.
  4. A system of graduated responses for rule violations shall be established.
  5. Incentives may be used to reward or motivate positive behavior.
  6. The program's system for behavior management shall include alternative to suspension and expulsion.
  7. Before a DJJ youth is considered for a home school program by other means than expulsion or homebound via doctor, it must be approved by DJJ.
  8. Sanctions may be used to teach students more constructive and socially acceptable methods for responding to their environment and provide a safe and secure program for students and staff.
    - a. Sanctions shall:
      - i. Be used when dealing with unacceptable behavior; and
      - ii. Be natural, logical, and appropriate.
    - b. Sanctions shall not:
      - i. Be used to demonstrate a staff member's authority over students;
      - ii. Be physically abusive, verbally abuse, or used to dehumanize or humiliate youth;
      - iii. Include the withholding of meals, snacks, educational access, required recreation; or
      - iv. Include the use of restraints or isolation.
  9. Any sanctions issued for a rule violation shall be documented in the student's ICR.
  10. Staff shall model appropriate behavior.
  11. Staff shall discourage and deter inappropriate behavior by students.
  12. Staff shall reinforce positive behavior by students.
  13. Staff shall utilize least restrictive behavior management techniques that will safely manage student behavior.
  14. Staff shall utilize approved and trained methods for the management of youth.
  15. Physical restraint shall only be used when a youth presents a clear danger to himself, others, or property and shall only be performed by staff trained in the program's approved physical restraint procedures according to school district policy.
  16. Any use of physical restraint or management shall be documented in the student's ICR and immediately reported to the student's Juvenile Service Worker (JSW) or Group Home Superintendent.
  17. Mechanical restraints are prohibited.

18. Incidents which present an imminent threat to the safety or security of a DJJ committed student shall be immediately reported to DJJ Commissioner. An incident report shall be completed as described in DJJPP 1019. (Addendum B)
  19. No individual student or group of students shall be given control or authority over other students.
- G. Environmental-
1. School shall comply with applicable federal, state and local sanitation and health codes.
  2. School shall provide a dietician approved, nutritionally adequate menu with allowances for special diets to meet the medical and religious requirements of individual students including applicable sections of the State Food Service Code 902 KAR 45:005.
  3. Animals housed in the school shall have a written plan of care, which includes staff responsibilities.
    - a. All animals shall have adequate immunizations, licenses, and humane treatment.
    - b. Student encounters with animals shall be supervised for protection of the student and the animal.
- H. Safety and Security-
1. School shall follow the provisions of the Safe Schools Act/Senate Bill 1, 2019.
  2. Develop a program-specific Emergency Procedure plan to address weather and other emergencies and train all staff annually on such procedures. The Emergency Plan shall delineate procedures in accordance with KRS 158.162 and KRS 158.164.
  3. The district shall have an anonymous reporting tool that allows students, parents, and community members to anonymously supply information concerning unsafe, potentially harmful, dangerous, violent or criminal activities, or the threat of these activities to appropriate public safety agencies and school officials.
  4. If the school district is participating in a Kentucky Center for School Safety audit, the contracted day treatment program shall be included in the audit process.
  5. Teachers shall sign in and out of the program each day. The documentation shall include a record of arrival and departure times.
  6. All entrance doors shall be locked at all times.
  7. School shall establish procedures, which provide for the safety, security, control, management, and storage of tools, sharps, and hazardous materials including culinary tools, medical equipment and flammable, toxic, caustic, and other hazardous (FTC) materials. Standard Operating Procedures shall include:
    - a. Inventory procedures for all tools, sharps, and FTC materials stored within the school.
    - b. A tool control system.
    - c. Storage of all FTC materials shall be in accordance with applicable fire and safety codes and Environmental Protection Agency (EPA) regulations.

## Section 2.

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

- A. Comply with all applicable federal and state laws and regulations for the services provided under this agreement.
- B. Provide the school administrator or designee as much notice as possible prior to a youth being admitted to or discharged from the program.
- C. Assure the school administrator or head teacher is notified of a suspected educational disability using the Child Find form.
- D. Provide the educators access to all pertinent records as permitted by law in order to meet the individual needs of the youth.
- E. Notify the Contractor's School Administrator of any grievance involving the educational staff. Each agency will address the grievance according to their respective policy and procedures. If a mutually acceptable resolution is not reached within the timelines of the respective policies and procedures, the following action shall be initiated:

- Step 1. The Department Facilities Regional Administrator and Contractor designee, who is not the School Administrator, will meet to discuss, clarify, and resolve the matter. This resolution will be formalized in writing and conveyed to the Facility Superintendent and Contractor School Administrator. If the matter cannot be resolved, the following action shall be initiated.
- Step 2. The Department Regional Director and the Contractor Superintendent or designee, who is not the School Administrator, will meet within ten (10) working days. They will review the grievance, interview the individuals they deem appropriate and reach a resolution. This resolution will be formalized in writing and conveyed to the Department Facilities Regional Administrator and Contractor School Administrator.
- F. Assure appropriate staff attends educational meetings relative to the development or review of educational services for individual youth (i.e., Admissions and Release Committee (ARC) meetings).
- G. Provide technical assistance through Education Branch staff.
- H. Consider the school calendar in the timing of discharge of youth from program, whenever possible.

### Section 3.

#### 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:**   
**Deputy Secretary Signature**

**DATE:** July 9, 2021

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

**APPROVED:**

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

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

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