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TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Dr. Jesse Bacon, Superintendent

FROM: Dr. Amy Compton, Director of Secondary Education

DATE: July 14, 2025

RE: Department of Juvenile Justice Interagency Agreement

Please see the attached Interagency Agreement between Department of Juvenile Justice and Bullitt County School District for education services for youth committed to, or in the custody of, the Department at the Bullitt Alternative Center.

This agreement has been reviewed by Dinsmore & Shohl, LLP. Please place this request for approval on the July board agenda.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

**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 Department" or "Commonwealth") and Bullitt County School District, located at Bullitt Alternative Center, ("the Contractor") (each a "Party" and collectively "Parties") 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 1st day of July 2025 through the 30th day of June 2026.

WITNESSETH, THAT:

Whereas, the Department, in the exercise of its lawful duties, has determined upon the necessity of the provision a full continuum of educational services for students who 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:

Definitions:

- A. Admissions and Release Committee ("ARC") means a meeting to discuss and plan a student's Individual Education Program (IEP) goals, objectives, and benchmarks for the next year. The ARC members include: when appropriate, the student, parents, general education teacher (1), special education teacher (1), a local education agency (LEA) representative, and others who can help write and implement the IEP. 707 KAR 1:320(3)
- B. Contractor personnel means any employee of the school district providing services to the Department pursuant to this IA.
- C. Department personnel means any employee of the Department of Juvenile Justice.
- D. Department student means individuals enrolled in the school who are simultaneously in the care or supervision of the Department of Juvenile Justice.
- E. Educational administrative staff per 505 KAR 1:080(3) means a principal, assistant principal, supervisor, coordinator, director, pupil personnel worker, or guidance counselor employed or contracted to provide education services.
- F. "GED® Diploma" means the High School Equivalency Diploma pursuant to 13 KAR 3:050.
- G. Individual Client Record ("ICR") means the hard case file of an individual student by which information and documentation is maintained by the Contractor.
- H. The Individuals with Disabilities Education Act (IDEA) is a law that makes available a free appropriate public education to eligible children with disabilities throughout the nation and ensures special education

and related services to those children, supports early intervention services for infants and toddlers and their families, and awards competitive discretionary grants.

- I. Individual Education Program ("IEP") is defined by KRS 158.281 and means a written statement that meets the requirements of 707 KAR 1:320.
- J. Individual learning plan addendum or "ILPA" means an action plan that addresses the changed educational needs of a student based upon entry into or exit from an alternative education program that includes academic and behavioral needs of the student, criteria for the student's re-entry into the traditional program, and provisions for regular review of the student's progress throughout the school year while in an alternative education program. Every student who does not have an IEP shall have an ILPA.
- K. State assessments: Kentucky Summative Assessments (KSA) are required for all students, grades 5 through 8, 10 and 11, as required by the Kentucky Department of Education. Testing dates will be in accordance with local school district requirements. A college admissions examination shall be administered for all high school juniors during the spring semester according to KRS 158.6453. Eligible students only include those who are within their cohort junior year; those wishing to take the college admissions exam and not meeting the cohort year requirement must work with the school district to cover the cost of the examination.
- L. Student means any individual enrolled in the school.
- M. Transition Plan per KRS 157:200 is a student-centered, individualized, and legally required component for students with disabilities under IDEA that outlines the steps, supports, and services needed to help a youth reintegrate successfully into:
 - a. A traditional public school or alternative education program,
 - b. Postsecondary education or vocational training,
 - c. Employment,
 - d. Independent or supported living, or
 - e. Community-based services.

Scope of Services:

This IA is intended to form the basis for a cooperative relationship between the Department and Contractor for educational services in a Contracted Day Treatment Program. The mutual goal and intention of each of the Parties is to maintain the needs of each student as our priority in fulfillment of this IA. This IA is meant to foster excellence in education and treatment and is not meant to inhibit either Party in meeting their respective goals, but rather to foster collaborative services on the part of both Parties. The expectation is that this IA will provide the basis for the highest quality of educational services possible for our students.

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

Section 1.

The Contractor shall:

- A. General Provisions
 - 1. Comply with all applicable federal and state laws and regulations for the services provided under this IA. Nothing in this IA should be interpreted to require or condone the violation of such federal and state laws and regulations.

2. Provide to the Department Education Branch at the beginning of each semester an organizational chart listing the chain of command from Superintendent through teachers to include job title, email addresses, and phone numbers.
3. Agree and acknowledge that Contractor personnel shall comply with the dress code for DJJ staff as set forth in Department Policy Number DJJPP 116. (Appendix C)
4. Provide educational services based on youth entry and transition dates.
5. Provide one on-site, full-time principal, coordinator, school administrator, or director who shall:
 - a. Participate in management meetings or trainings;
 - b. Participate (with other Contractor personnel) in the Department's Education Branch trainings and other pertinent training(s) as recommended by the Department;
 - c. Submit to the Department by the 5th of each month a complete, accurate, and cumulative Monthly Medicaid Report;
 - d. Submit to the Department by the 15th of each month a completed program report to include expenditures; this includes the payment request page, student list and required information, and applicable budgetary report information;
 - e. Conduct monthly staff meetings for all contracted school staff program personnel;
 - f. Conduct monthly auditing of student treatment files for content, timelines met, and quality of documentation;
 - g. Ensure that student treatment files are uniformly compiled and kept confidential and secure;
 - h. Ensure that Contractor personnel cooperate during the Department's Education Branch monitoring;
 - i. Agree to the following conditions related to the Department's Education Branch monitoring:
 - i. Department personnel shall have access to student files and program records to complete program audits and monitoring;
 - ii. All student surveys, personnel surveys, and collateral contact surveys shall be completed as part of Department monitoring; and
 - iii. When requested, a Program Improvement Plan shall be developed and submitted to the Department within 30 days of receipt of the final monitoring report to address any issues noted during the Department's Education Branch monitoring;
 - j. Ensure a substitute teacher is secured, if available, or other appropriate coverage is in place for each Contractor personnel absent all or part of a school day;
 - k. Ensure students with an Individual Education Plan (IEP) receive educational services from a certified Special Education teacher as identified in their IEP;
 - l. Have a plan to ensure adequate housekeeping and maintenance of the facility;
 - m. Identify and utilize community resources; And
 - n. Oversee the certified evaluation process.
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 the Department's Branch Manager within ten (10) school days of decision related to such an investigation. If a violation occurs, disciplinary actions relating to Contractor personnel shall be governed by the Contractor's policy and procedures. If the Department provides written notice that it believes that Contractor personnel has violated any Department Policy or state or federal law or regulation, then the individual believed to have violated such shall not be permitted to return to the Department's program, and the Contractor shall forthwith provide a different teacher or other educational personnel to replace the individual not permitted to return.
7. Ensure the teacher to pupil ratio shall average, based on average daily attendance as defined by statute, 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. Required Staffing shall be adequately provided by the LEA to ensure reasonable educational services to all juveniles to meet their educational needs. This shall include provision of appropriate staff to meet the needs of the Master School Schedule and provide a 6-hour instructional school day for students provided by a certified teacher. The LEA shall ensure that appropriate certified teachers are available if a teacher is not present during the school day due to any

leave of absence. Ensure any classroom that exclusively serves students with educational disabilities shall comply with teacher pupil ratios as specified in 707 KAR 1:350. Teacher pupil ratio relates to the number of students a teacher can have on their case load, not students in one classroom. 707 KAR 1:350 1(1) Least Restrictive Environment does not support the practice of placing all SPED students in one classroom.

8. 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 student.
9. Provide 210 instructional days. Educational services shall be provided in-person. Non-traditional instruction (NTI) may be utilized pursuant to 701 KAR 5:150. Special Education services must be provided on all school days for students with a designated need.
10. Provide each student 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 extended day for each day beyond the local school district calendar.
11. Submit the yearly school calendar and daily school schedule to the Department facility leadership, if applicable, and the Department Education Branch manager by August 1 for the upcoming school year. Daily school schedule should include six (6) hours of instruction including teacher planning times and 30 minutes duty free lunch per KRS 337.355. Any changes to the calendar or daily school schedule must be sent to the Department Education Branch manager. Vocational programming, as available, shall be included on the school calendar.
12. Provide all necessary instructional materials and specialized equipment that meet minimum state education standards, including but not limited to computers and data lines.
13. Provide incentives and formal recognition to students for educational participation and specific educational, technical, and vocational achievements.
14. Provide or arrange for the provision of daily transportation of students to and from school.
15. Ensure supervision and security procedures shall address:
 - a. Constant supervision of students;
 - b. Student and visitor searches;
 - c. Instances when police/resource officer may be called; and
 - d. Key control.
16. Acknowledge and agree that all Contractor personnel have a duty to report dependency, neglect, or abuse as described in KRS 620.030.
17. Notify the Department's Education Branch manager of any alleged abuse within the program within 24 hours of any Contractor personnel becoming aware of the allegation.
18. Immediately notify the Department's Education Branch manager of the media's request for information or coverage of the day treatment program, its personnel, or students actively enrolled in the program.
19. Provide remedial instruction and intervention to improve basic skills for students who score two or more grade levels below standard in reading or math.
20. Require Contractor personnel to follow instructional best practices which include teacher-led instruction, modeling and guided practice and interactive discussions led by the teacher for at least 30 minutes of each class period. Written lesson plans or curriculum maps shall be developed, which shall include goals, standards, activities, and modifications, with consideration given to the educational and vocational learning needs of each student.
21. Require Contractor personnel to provide instruction that addresses the Learning Styles of each student.
22. Ensure information about Career Clusters and Learning Styles Inventory are displayed within the classroom areas.
23. Ensure library services are provided and made available to students through local library programs, bookmobiles, visits to a partnering school, and/or on-site libraries.
24. Ensure that procedures are in place to address student absences from the program.
25. Maintain regular contact with the student's parent or caregiver, to include at the minimum the following:
 - a. The 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 ICR; and
 - c. Each family contact and service shall be recorded in the student's ICR.

26. Notify the Juvenile Service Worker (JSW) and Department group home, when appropriate, when a Department student is absent or leaves the school grounds without permission.
 - a. Notification shall be documented; and
 - b. Parents shall be contacted within two (2) hours when a student is unexpectedly absent.
27. Establish a formal grievance process related to Department students in their Standard Operating Procedures Manual.
28. Participate fully in the monitoring of this IA.
29. Ensure all personnel have undergone Child Abuse and Neglect, and National Crime Information center background check, are not required to register as a sex offender, and do not have criminal convictions or pending charges relating to abuse, sexual abuse, or any felony offense.
30. Ensure that each certified and classified Contractor personnel shall be prohibited from discussing a Department student's legal status with any other individual and protect the confidentiality of all students.
31. 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 Contractor's approach to preventing, detecting, and responding to such conduct and submit all such policies to the Department.
32. Contractor staff shall participate in Department Education Branch trainings, documentation, and on-going assistance regarding all students.
33. Ensure items purchased with Department grant funding (Title I Part D) are tagged and identified as Title I property, which shall include but not be limited to:
 - a. A written inventory shall be kept, including serial numbers, when applicable;
 - b. Software licenses purchased by Title I Part D, shall be tracked and identified on corresponding hardware; and
 - 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.
34. Ensure appropriate Contractor and Department personnel are invited to participate in any educational meetings and meetings of the Admissions and Release Committee (ARC) meetings, when appropriate pursuant to 707 KAR 1:320(3).
35. Ensure no Department student is permitted access to e-mail, except in cases when email is required to access educational programs. In these cases, Department youth shall be closely monitored.
36. Ensure no Department student is permitted access to material with a Motion Picture Rating above PG-13.
37. Adhere to the Children's Internet Protection Act (CIPA) and ensure that internet access is diligently supervised through KDE's Internet Content Management System (ICMS) and is purposeful for the completion of academic/vocational learning objectives. 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.
38. 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.
39. 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.
40. Student data including, but not limited to, behavior, grades, and program participation shall be recorded in Infinite Campus. Assure each youth's educational record contains specific name of courses youth his 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. The Department shall be provided access to Infinite Campus data standards that are applicable to the Department's monitoring purposes.

B. Admissions

1. Give priority admission to students in the following descending order provided below:
 - a. Department 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 or per local school board policy.
2. Have written Standard Operating Procedures (SOPs) that have been reviewed by the Department's Education Branch, to be followed when accepting or declining a referral.
3. Distribute a copy of the admission criteria and procedures to referring agencies and interested parties.
4. Discuss Department student educational status with the parent or caregiver within five (5) business days of admission.
5. Document completion of orientation by a statement signed and dated by the youth and parent or caregiver.

C. Student Assessments and Records

1. Agree that federal and state laws and regulations shall govern the confidentiality, maintenance, handling, and access of educational records, including academic, technical, and vocational.
2. Administer educational (reading and math) and vocational assessments within fourteen (14) school days of admission unless a previous assessment within the last school semester is available.
3. Ensure Department students complete a career assessment to include aptitude, interest inventory, and learning and working styles, which shall at a minimum:
 - a. Assist in integrating academic vocational and work assignments, and treatment goals;
 - b. Assist personnel 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.
4. Review and revise, as needed, the Individual Learning Plan (ILP) pursuant to 704 KAR 3:305 for each student 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.
5. Update the Individual Learning Plan (ILP) when a student earns a diploma, certificate of program completion, or a GED. The plan shall include evaluated work experience, vocational education and higher education through correspondence or on-campus courses.
6. Ensure student grades and achievements are emailed or sent per district policy to the parent or guardian on the same schedule as for students in the local school district.
7. Ensure each student is included in district wide and statewide assessments including any state assessment, KSA, and ACT. Submit Contractor testing schedule to the Department facility leadership and Education Branch manager as early as possible prior to the testing window.
8. For students eligible for GED testing, ensure students earn grades and credits toward a diploma while preparing for GED testing.
9. Make all educational records available upon request to Department personnel working with students, 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).
10. Maintain an Individual Client Record (ICR) for all students who are committed to the Department but not placed in a group home and enter information from the ICR into the group home's electronic record for students who are placed in a group home in conformance with the following requirements:
 - a. All student records shall be marked "confidential" and kept in locked file cabinets;
 - b. Personnel 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; and
- 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. Ensure a licensed behavioral health professional oversees the provision of appropriate behavioral health care for students. Counseling services shall be provided by an approved behavioral health practitioner or an approved behavioral health practitioner under supervision as defined in 907 KAR 15:005.
2. Screen students upon admission for suicide risk factors in line with the following requirements:
 - a. All personnel 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; and
 - b. All students shall receive suicide prevention training by September 15 of each school year as described in KRS 156.095 (6).
3. Ensure compliance with KRS 156.095. All public schools are required to provide suicide prevention awareness information to students in grades six through twelve. This training must be delivered twice each school year: once by September 15 and again by January 15. The information can be presented in person, through live streaming, or via a video recording. If a student is absent during the scheduled training, the school must ensure the student receives the lesson at a later date.
4. Prominently display the statewide child abuse hotline number and the National Human Trafficking Reporting Hotline number per KRS 156.095(8).
5. Ensure the Orientation Treatment Plan procedures:
 - a. Be completed within one (1) week of admission; and
 - b. Use the DJJ Orientation Treatment Plan form.
6. Utilize a trauma informed approach and evidence-based practice in the provision of counseling services.
7. Make substance abuse education available.
8. Provide counseling services on an emergency basis and upon student's request, as needed.
9. Agree that 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 students make changes in thinking and behavior consistent with pro-social norms; and
 - d. Utilized to assist students in meeting goals and tasks identified on the student's ITP.
10. Agree that 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; and
 - e. Utilized to discuss specific and common issues, conflicts, and concerns.
11. Make family counseling available if indicated on the student's Individual Treatment Plan (ITP).
12. Ensure the treatment team meets on a weekly basis in line with the following requirements:
 - a. Treatment team shall include the student, the student's family, Juvenile Service Worker, counselor, certified educational personnel, youth worker staff (if available), and other approved individuals;
 - b. Students 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; and

- d. The 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.
13. Contact parents or guardians within 24 hours if a student is in need of a referral based on a mental health concern.
14. Complete an ITP conference within 10 school days of admission in line with the following requirements:
 - a. The student, 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 measurable interventions and 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; and
 - h. A copy of the ITP shall be given to the student, parent, or caregiver, and upon request to any applicable agency or court and placed in the ICR within fifteen school (15) days.
15. Review the ITP 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.
16. Hold a Treatment Team meeting thirty (30) calendar days prior to a student's transition or discharge to complete a transition plan dated with signatures and titles of the multidisciplinary Treatment Team members in attendance. Contractor shall ensure each student meets with the Treatment Team at least once prior to returning to their home school.
17. For any student transitioning back to the regular public-school setting, complete a transition plan, and a transitional planning conference may be held ten (10) school days prior to the student's anticipated release to support the student in their reentry into the appropriate school setting.

E. Medical

1. Provide access to emergency medical and dental care while students are at the program.
2. Have written health care procedures in the program's Standard Operating Procedure Manual.
3. Ensure the provision of health care services such as first aid or medication administration is conducted according to Contractor policy and the requirements of KRS 158.838.
4. Record any medical attention administered according to Contractor guidelines.
5. Screen students for any health care needs on the day of admission pursuant to 702 KAR 001:160 and contact and assist parents or guardians in finding the appropriate community resources if a problem is suspected.
6. Make family planning education and counseling regarding aspects of sexuality available in the program or by referral to appropriate community providers.
7. Screen students for drug and alcohol abuse prior to admission to the program by trained, gender appropriate personnel. Random screenings may be administered.
8. Provide drug and alcohol relapse prevention education.
9. Seek medical clearance for students who demonstrate signs of intoxication or withdrawal.
10. Immediately contact the student's parents and the Department Commissioner and complete and forward an incident report to Department Administration within twenty-four (24) hours, if a student is seriously injured, seriously ill, or has attempted suicide.
11. Immediately notify Emergency Medical Services (EMS) and law enforcement via 911 services in the case of a student death. In such an event:
 - a. Personnel 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 Department Commissioner and the Juvenile Service Worker (JSW) as soon as possible;

- c. Contractor shall not provide statements to the press;
 - d. Personnel 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, and 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; and
 - e. A complete copy of all records relating to the student shall be forwarded to the Department Office of Legal Counsel within seventy-two (72) hours.
12. Not discriminate against a student with an on-going, contagious medical condition. KAR 158.160
- 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.
13. Have in place an infection control program to monitor the incidence of infectious and communicable diseases among students, which shall:
- a. Promote a safe and healthy environment;
 - b. Reduce the incidence and spread of disease;
 - c. Ensure 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. Ensure disciplinary measures do not interfere with educational programming, except if there is substantial evidence to justify otherwise.
- 3. Make students 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. Establish a system of graduated responses for rule violations.
- 5. Include alternatives to suspension and expulsion in the program's system for behavior management.
- 6. Agree that 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 personnel in line with the following requirements:
 - 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 personnel's authority over students;
 - ii. Be physically abusive, verbally abuse, or used to dehumanize or humiliate students;
 - iii. Include the withholding of meals, snacks, educational access, required recreation; or
 - iv. Include the use of restraints or isolation.
- 7. Document any sanctions issued for a rule violation in the student's ICR.
- 8. Ensure personnel model and reinforce appropriate positive behavior at a higher ratio than discouraging and deterring inappropriate behavior by students.
 - a. Incentives may be used to reward or motivate positive behavior.
- 9. Utilize least restrictive behavior management techniques that will safely manage student behavior.

10. Utilize approved and trained methods for the management of students. All staff working with students shall be trained in de-escalation techniques approved by the local school board.
11. Only use physical restraint when a student presents a clear danger to himself, others, or property. Physical restraint shall only be performed by personnel trained in the program's approved physical restraint procedures according to school district policy.
12. Document any use of physical restraint or management in the student's ICR and immediately report such use to the student's Juvenile Service Worker (JSW) or Group Home Superintendent.
13. Mechanical restraints are prohibited.
14. Immediately report to the Department Commissioner incidents which present an imminent threat to the safety or security of a Department committed student and complete an incident report as described in DJJPP 1019 (Addendum B).
15. Ensure no individual student or group of students shall be given control or authority over other students.
16. If applicable, provide the Department personnel access on a need-to-know basis to all pertinent records as permitted by law to meet the individual needs of the student.

G. Environmental

1. Comply with applicable federal, state, and local sanitation and health codes. Nothing in this IA should be interpreted to require the violation of such federal and state laws and regulations.
2. 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. Have a written plan of care for animals housed in the school, which includes personnel responsibilities.
 - a. All animals shall have adequate immunizations, licenses, and humane treatment; and
 - b. Student encounters with animals shall be supervised for protection of the student and the animal.

H. Safety and Security

1. 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 personnel annually on such procedures. The Emergency Plan shall delineate procedures in accordance with KRS 158.162 and KRS 158.164.
3. 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. Include the day treatment program in the audit process if the school district is participating in a Kentucky Center for School Safety audit.
5. Ensure Contractor personnel follow district and facility sign-in and sign-out procedures and provide the Department a list of teacher and administrator names, email addresses, and phone numbers for those who routinely interact with facility students prior to the beginning of each semester.
6. Ensure all entrance doors are locked at all times.
7. Establish procedures providing 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, including but not limited to:
 - a. Inventory procedures for all tools, sharps, and FTC materials stored within the school;
 - b. A tool control system; and
 - c. Storage of all FTC materials shall be in accordance with applicable fire and safety codes and Environmental Protection Agency (EPA) regulations.

Section 2.

The Department shall:

Contracted Day Treatment

- A. Comply with all applicable federal and state laws and regulations for the services provided under this IA. Nothing in this IA should be interpreted to require or condone the violation of federal or state laws and regulations.
- B. Provide the principal, coordinator, school administrator, or director or designee as much notice as possible prior to a student being admitted to or discharged from the program.
- C. Ensure the principal, coordinator, school administrator, or director is notified of a suspected educational disability using the Child Find form.
- D. Provide the Contractor on a need-to-know basis access to all pertinent records as permitted by law to meet the individual needs of the student.
- E. Provide the principal, coordinator, school administrator, or director or designee notice of relevant meetings at the same time other Department personnel is provided notice. Notify the Department Education Branch manager, principal, coordinator, school administrator, or director of any grievance involving the Contractor personnel. Each Party 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 principal, coordinator, school administrator, or director, will meet to discuss, clarify, and resolve the matter. This resolution will be formalized in writing and conveyed to the Department facility leadership, Department Education Branch manager, principal, coordinator, school administrator, director, or designee. 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 principal, coordinator, school administrator, or director, 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 facility leadership, Department Education Branch manager, principal, coordinator, school administrator, director, or designee.
- F. Ensure appropriate Department personnel may attend any educational meetings and meetings of the Admissions and Release Committee (ARC) meetings.
- G. Provide training and technical assistance to Contractor through Education Branch personnel.
- H. Provide Department students intake and transition information as soon as possible on all in-coming and out-going students.
- I. Ensure Department personnel cooperate with special education evaluation processes by providing appropriate screenings and physician's medical statements as appropriate.
- J. Ensure Contractor personnel is provided all mandatory Department trainings as directed by federal and state requirements, Department Policy, and American Correctional Association accreditation standards.
- K. Participate in Department Education Branch monitoring, trainings, documentation, and on-going assistance regarding all students.
- L.
- M. Report educational and/or vocational concerns to the Education Branch.

Section 3.

Justice and Public Safety Cabinet Terms and Conditions

The Parties agree:

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. Contractor shall report any and all acts and omissions constituting a violation of applicable federal, state, or local laws, policies and procedures, or this IA, to the Commonwealth in writing within one (1) business day of the discovery of the violation.

4. Each party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds which may result or arise out of any alleged conduct caused or alleged to have been caused by that party or its employees or representatives in the performance or omission of any act or responsibility of that party under this agreement.
5. 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 IA.
6. Except where necessary in the performance of the Contractor's responsibilities set forth in this IA, 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 IA, 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 IA.
 - 6.1. For purposes of this IA, "Commonwealth data" shall mean any data or information, regardless of form or

characteristic, collected, received, or obtained by the Contractor pursuant to this IA, 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.

- 6.2. 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.
- 6.3. 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.
- 6.4. 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 IA.
 - 6.4.1. For purposes of this IA, "contractor employees" shall mean agents, employees, subcontractors, volunteers, or any other individuals or entities acting on behalf of the Contractor.
- 6.5. The Contractor shall not utilize Commonwealth data for the benefit of the Contractor or third parties except as expressly authorized by this IA.
- 6.6. These data confidentiality requirements set forth herein survive the expiration or termination of this IA and bind the Contractor and their legal representatives, heirs and assigns.
7. 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.
 - 7.1. "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:
 - 7.1.1. 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;
 - 7.1.2. A Social Security number;
 - 7.1.3. A taxpayer identification number that incorporates a Social Security number;

- 7.1.4. A driver's license number, state identification card number, or other individual identification number issued by an agency;
- 7.1.5. A passport number or other identification number issued by the United States government; or
- 7.1.6. 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.
- 7.2. 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."
- 7.3. Contractor agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
- 7.4. 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.
- 7.5. Contractor agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.
- 7.6. Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, Contractor agrees to pay the costs of the notification, investigation, and mitigation of the security breach.
- 7.7. In accordance with KRS 61.932(2)(a), 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.
- 8. Contractor agrees that it shall 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. Contractor acknowledges that it receives the Commonwealth's data or information solely for the purposes of this IA, 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 IA.
- 9. 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 IA.
- 10. Contractor shall not utilize Commonwealth data for the Contractor's benefit except as contemplated within and pursuant to the terms and conditions of this IA. The Contractor shall not sell or resell any and all Commonwealth data.
- 11. 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.
- 12. Upon the expiration of the term of this IA, unless it is renewed prior to its expiration, 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 IA; (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 IA; or (3) retain the data subject to the terms of this IA 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).
- 13. The Contractor agrees that the Commonwealth, and its duly authorized agents and designees, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this IA for the purpose of a financial audit or program review, including confidential and proprietary information. The Contractor also recognizes that any and all books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, except to the extent that books, documents, papers, records, or other evidence is subject to KRS 61.878(1)(c)(1).
- 14. The Contractor shall comply, at a minimum, with the Records Retention Schedule promulgated by the State Archives and Records Commission applicable to the agency to which it is providing goods, services, revenue, or

any and all combinations thereof pursuant to this Agreement.

15. The Contractor shall implement all applicable federal, state, and local requirements and advisories pertaining to any public health emergency when providing services pursuant to this IA.
16. 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 any public health emergency.
17. The parties agree that they receive all information communicated between them before the execution of this IA 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.
18. Contractor shall not represent that a working copy, draft, or the finalized version of this IA is identical to a previous iteration of this IA if the Contractor has made edits since the last iteration. 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.
19. During the term of this IA, 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.
20. In no event shall any person or entity be deemed to be a third-party beneficiary of this IA.
21. 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 IA. Contractor shall fully cooperate with such other vendors and vendor personnel, agents, and designees. 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.
22. Each party shall provide a contact to resolve any and all issues related to this IA and promptly update the contact information as necessary.
23. All notices under this IA shall be given in writing. Electronic mail constitutes a writing.
24. No change, waiver, or discharge of any liability or obligation under this IA 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.
25. No party shall assign its respective rights or obligations under this IA without prior written consent of the other party. Any purported assignment or delegation in violation of this IA is void.
26. The terms and conditions of this IA may only be amended by mutual written consent of both parties.
27. Contractor agrees that any and all violations of this IA may result in the immediate termination of this IA.
28. If any term or provision or any part of this IA is declared invalid or unenforceable, the remainder of this IA shall not be affected, and each term and provision of this IA shall be valid and enforceable to the fullest extent permitted by the law.
29. The descriptive headings in this IA are inserted for convenience only and shall not control or affect the meaning or construction of any of the terms and conditions within nor any materials incorporated by reference.
30. No provision of this IA shall be construed in favor of or against any party on the ground that such party or its counsel drafted the provision.
31. This IA is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this IA.
32. Nothing in this IA 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: _____

CONTRACTOR: _____
Name of Agency

APPROVED:


BY: _____
Signature

TITLE: _____

DATE: _____

Appendix A

Department of Juvenile Justice
Contracted Day Treatment Programs
DJJ 102- Ethics Policy
DJJ 104- Code of Conduct

	JUSTICE CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES	REFERENCES: 3-JTS-1A-29; 1C-17, 23, 24 3-JDF-1A-33; 1C- 15, 21, 22 3-JCRF-1A-20, 21; 1C-05, 17 1-JDTP-1A-26; 1C-18, 24, 25 1-JBC-1A-25; 1C-14, 19, 20 4-JCF-6F-01, 6G-06 1-CO-1A-29; 1C-04, 20, 24
CHAPTER: Administration		AUTHORITY: KRS 15A.065
SUBJECT: Code of Ethics		
POLICY NUMBER: DJJ 102		
TOTAL PAGES: 3		
EFFECTIVE DATE: 12/01/2014		
APPROVAL: Bob D. Hayter		,COMMISSIONER

I. POLICY

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

II. APPLICABILITY

This policy shall be applicable to all DJJ staff.

III. DEFINITIONS

Refer to Chapter 100.

IV. PROCEDURES

- A. Staff shall respect and protect the civil and legal rights of youth under the care, custody, and control of the department.
- B. Staff shall serve each youth with appropriate concern for their welfare and with no purpose of personal gain.
- C. Relationships with colleagues shall be of such character to promote mutual respect within the profession and improvement of its quality of service.
- D. Staff shall not influence other staff to violate the standards of ethical conduct.
- E. Staff shall respect the importance of all elements of the criminal justice system and cultivate professional cooperation with each segment.
- F. Each staff shall maintain the integrity of private or confidential information. Staff shall not seek information beyond that needed to perform their job responsibilities. Staff shall not reveal information to anyone not having professional use for such. All staff, consultants, contract personnel, interns, and volunteers shall sign a Confidentiality/Security Form as a condition of employment or service.
- G. Staff shall respect and protect the right of the public to be safeguarded from

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

- H. Staff shall report any corrupt, unethical behavior, or policy violations which may affect either a youth or the integrity of the organization and any abuse or neglect as required by KRS 620.030.
- I. Staff shall not discriminate against any youth, other staff, or prospective staff on the basis of religion, race, sex, age, disability, national origin, color, sexual orientation, gender identity, genetic information, political affiliation, or veteran's status.
- J. Staff shall follow the Executive Branch Ethics Code. Further, the "Guide to the Executive Branch Code of Ethics" published by the Executive Branch Ethics Commission shall provide staff additional guidance. DJJ staff shall be directed to take available and necessary action to follow these guidelines and avoid even the appearance of unethical conduct.
- K. Staff shall not use their official position to secure privileges for self or others and shall not engage in activities that constitute a conflict of interest.
- L. Staff shall not act in their official capacity in any matter in which they have personal interest that may impair objectivity and create the appearance of conflict 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

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

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

V. MONITORING MECHANISM

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



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

REFERENCES:

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

CHAPTER: Administration

AUTHORITY: KRS 15A.065

SUBJECT: Code of Conduct

POLICY NUMBER: DJJ 104

TOTAL PAGES: 4

EFFECTIVE DATE: 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.

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

POLICY NUMBER DJJ 104	EFFECTIVE DATE 11/30/2018	PAGE NUMBER 3 of 4
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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

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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 B

Department of Juvenile Justice Contracted Day Treatment Programs DJJPP 1019

	JUSTICE AND PUBLIC SAFETY CABINET DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES	REFERENCES: 1-JDTP-3E-02; 1-JDTP-3E-10; 1-JDTP-3E-11
CHAPTER: Day Treatment Services		AUTHORITY: KRS 15A.0652
SUBJECT: Incident Reporting		
POLICY NUMBER: DJJ 1019		
TOTAL PAGES: 5		
EFFECTIVE DATE: 4/05/2019		
APPROVAL: Carey D. Cockerell		, COMMISSIONER

I. POLICY

The Department of Juvenile Justice (DJJ) shall have a system for day treatment programs to report incidents involving students. Prompt reporting shall take place in accordance with established procedures.

II. APPLICABILITY

This policy shall apply to DJJ operated day treatment programs.

III. DEFINITION

Refer to Chapter 1000.

IV. PROCEDURES

A. Events involving students which compromise the health, safety, or security of students, staff, or others, or the orderly management of the facility shall be considered incidents. The following situations shall constitute an incident:

1. Non-DJJ committed students leaving the building without permission;
2. DJJ committed students absent without leave (AWOL) or attempts;
3. Assault, attempted assault, or threatened assault by:
 - a. Student on student;
 - b. Student on staff;
 - c. Staff on student; or
 - d. Student on other;
4. Sexual assault or attempted sexual assault, involving physical contact of:
 - a. Student on student;
 - b. Student on staff;
 - c. Staff on student; or

POLICY NUMBER DJJ 1019	EFFECTIVE DATE 4/05/2019	PAGE NUMBER 2 of 5
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- d. Student on other;
- 5. Sexual acting-out:
 - a. Student on student;
 - b. Student on staff;
 - c. Staff on student; or
 - d. Student on other;
- 6. Major property destruction;
- 7. Possession of contraband;
- 8. Death of a student;
- 9. Medication error;
- 10. Major injury or illness requiring more than first aid, including emergency medical care or transport;
- 11. Self-harming behavior;
- 12. Suicide attempt;
- 13. Use of physical restraint;
- 14. The taking of a hostage or hostages;
- 15. Rioting or attempting to incite a riot;
- 16. Chronic program disruption that threatens the safety of students or staff;
or
- 17. Other.
- B. The primary staff directly involved in an incident shall complete the incident report by the end of the shift.
- C. An incident report shall include the following:
 - 1. The full name of the student;
 - 2. Date including month, day, and year;
 - 3. Time including designations of a.m. or p.m.;
 - 4. Location of the incident;
 - 5. The reporting staff's name, signature, and current title;
 - 6. Detailed and specific information regarding the incident;
 - 7. Events leading up to the incident;
 - 8. The manner in which the incident was managed and any immediate consequences issued as a result;
 - 9. Witnesses or others involved, if applicable;
 - 10. Physical evidence and chain of custody documentation, if applicable;
 - 11. Specific restraints used, if any; and
 - 12. Injuries, if any.

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- D. Supporting documentation shall provide additional information regarding an incident. The following supporting documentation shall be required as part of the final incident report:
1. Medical body identification (ID) when the student is the subject of the incident and may have sustained injuries. This shall not include students who are physically restrained;
 2. Post-restraint body ID completed by health trained or medical staff when a student has been physically restrained;
 3. Photographs in the following situations:
 - a. Post-restraint or injury photographs, of the student, shall be retained, with a copy of the student's post-restraint body ID documentation, in the student's medical record, with a notation on the incident report stating the location of the photographs;
 - b. Staff injury photographs shall be retained with a copy of the incident report in the staff's medical record, with a notation on the incident report stating the location of the photographs; and
 - c. Damaged property photographs, dangerous contraband photographs, and all other photographs shall be attached to the incident report and retained in the student's hard case file;
 4. Witness statements from staff observing the incident and students and staff involved in the incident. Any witness statements shall be submitted directly to the shift supervisor or submitted in a sealed envelope to the Superintendent prior to the end of the staff's shift. Witness statements shall not be given directly to the staff member completing the incident report; and
 5. Police reports, when there has been a formal complaint made regarding an incident.
 6. For the following incidents, refer to the corresponding policy for required documentation:
 - a. Contraband;
 - b. Searches;
 - c. Restraint;
 - d. AWOL;
 - e. Sexual assault;
 - f. Suicide attempt;
 - g. Medical emergencies; or
 - h. Death of a resident.
- E. A student who is not the subject of the incident report, but involved in the incident, shall be identified by initials and DJJ number, if applicable.
- F. Designated staff shall reference the incident report in the progress notes.

- G. The original incident report shall be filed in the student's Individual Client Record (ICR). An incident report that is medical in nature shall not be filed in the student's ICR.
- H. Designated staff shall document a summary of the incident in the electronic record of the student within seven (7) school days of the incident if applicable.
- I. The Superintendent or Administrative Duty Officer (ADO) shall be advised of all incidents immediately, or as soon as reasonably possible.
- J. The Superintendent or designee shall be responsible for review of the incident report, to ensure thoroughness and accuracy, shall sign off on the incident report, and include comments, if applicable.
- K. The Superintendent or designee shall conduct a preliminary review of all incidents involving injury, assaultive behavior (sexual or violent), suicide attempt, and any situation that may result in harm to a student or staff. The Superintendent shall take steps necessary to protect the safety and welfare of the student and staff.
- L. A debriefing shall be conducted after each incident. The debriefing process shall include coordination and feedback about the incident with staff involved in the incident, their supervisor, the Superintendent, and any other staff deemed appropriate by the Superintendent, as soon as possible after the incident. A debriefing shall include:
 - 1. A review of staff and the student's actions during the incident;
 - 2. A review of the incident's impact on staff and the student;
 - 3. A review of corrective actions taken and still needed; and
 - 4. Plans for improvement to avoid another incident.
- M. Notification
 - 1. The Superintendent or designee shall immediately provide notice, either by telephone or face to face contact, through the chain of command of all incidents that present an imminent threat to the safety or security of the facility.
 - 2. Incidents involving a student who is AWOL, attempted AWOL, death, or serious injury to staff or students, shall be immediately communicated through the chain of command to the Deputy Commissioner of Operations and the Commissioner.
 - 3. The Superintendent shall forward a copy of the incident report, including supporting documentation, to the Regional Facilities Administrator.
 - 4. The parent or caregiver, and the Juvenile Service Worker (JSW) if applicable, shall be promptly notified by the youth counselor, ADO, or designee of any of the following:
 - a. Serious injury or illness requiring more than first aid, including emergency medical care or transport;
 - b. Sexual assault; or

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- c. Suicide attempt.
- 5. If a student AWOLs or leaves the building without permission the parent or caregiver, and the JSW if applicable, shall be notified by the youth counselor, ADO, or designee as soon as practicable, but no later than four (4) hours from the occurrence.
- 6. In the event of the death of a student, staff shall refer to DJJPP Chapter 1 (Death of a Youth).
- N. After consultation with the Regional Director, the Department may submit a juvenile petition for a public offense or criminal complaint to the local prosecutor's office.

V. MONITORING MECHANISM

Monitoring shall be conducted by the Superintendent, the Facilities Regional Administrator (FRA), Regional Division Director, and Quality Assurance (QA) Branch.

Appendix C

Department of Juvenile Justice Contracted Day Treatment Programs DJJPP 116



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

REFERENCES:

100 SERIES: Administration

AUTHORITY:

SUBJECT: Staff Dress and Appearance

KRS 15A.065

POLICY NUMBER: DJJPP 116

TOTAL PAGES: 4

EFFECTIVE DATE: 11/03/2021

APPROVAL: Vicki R. Reed

, COMMISSIONER

I. POLICY

Department of Juvenile Justice (DJJ) staff shall establish and adhere to specific written guidelines regarding dress and appearance while on duty.

II. APPLICABILITY

This policy shall apply to all DJJ staff.

III. DEFINITIONS

Refer to DJJPP 100.

IV. PROCEDURES

A. General Guidelines for Staff

1. Male and Female Dress and Appearance

- a. DJJ staff shall adhere to Business Casual attire during business hours. Professional attire may be required for meetings when representing the department in a professional capacity at the discretion of the Administrative Manager.
- b. Attire shall fit properly, shall not be worn, torn, frayed, or have holes. No article of clothing with oversized or large commercial logos, offensive language, or images shall be worn.
- c. Professional attire for male employees includes:
 1. Business Suits;
 2. Slacks and coordinated sport jacket; and
 3. Dress shirt and tie.
- d. Business Casual attire for male employees includes:
 1. Dress slacks;
 2. Khaki style slacks;
 3. Polo style shirts or button down shirts; and
 4. Tie (optional).

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- e. Professional attire for female employees includes:
 - 1. Business Suits, Dresses, Skirts, or Slacks; and
 - 2. Blouse or Sweater.
- f. Business Casual attire for female employees includes:
 - 1. Khaki style Slacks and Skirts with the length at or below the knee;
 - 2. Shirts polo or blouse;
 - 3. Dresses; and
 - 4. Capri or cropped pants, denim material is prohibited (Mid-calf or below).
- g. Revealing clothing shall not be permitted. Clothing shall not expose the midriff.
- h. Spandex and form-fitting pants such as biking or yoga pants shall be prohibited.
- i. Leggings and jeggings may be worn with a tunic, top, or sweater that falls at or below the knee.
- 2. Shoes shall be clean and neat, and worn at all times while on duty. Flip-flops shall be prohibited in the workplace.
- 3. Hair will be clean, combed, and neatly trimmed or styled. The hair style should be appropriate to the work setting and should not interfere with the work to be performed, create a safety hazard, or cause distraction in the work place.
- 4. Fingernails shall not be of a length that interferes with performance of duties.
- 5. Visible body piercings, other than earrings or small studs, shall not be displayed.
- 6. An employee shall present and maintain the highest level of personal grooming and hygiene in the workplace.
- B. Community and Mental Health Branch staff shall adhere to professional or business casual attire when representing the division of community and mental health services. If Community and Mental Health Branch staff are conducting home visits or field visits jeans are permitted. Jeans shall be free from holes and frays. Jeans shall be worn around the waist and underwear shall not show. Sagging jeans are prohibited. Jeans shall not be worn to court, outside trainings, except as specifically authorized by the training entity, or to community meetings. It is the supervisor's responsibility to assure that staff are dressed in accordance with the dress code, and enforce dress code standards.
- C. Youth Worker and Youth Worker Supervisors.
 - 1. Clothing shall be clean, maintained in good order, and reflect a professional appearance. Clothing shall be properly sized and not revealing or a distraction to residents and co-workers.
 - 2. These guidelines shall be followed:
 - a. No flip-flops, house slippers, open toe, sandals, or other similar footwear shall be worn. Shoestrings shall be tied.
 - b. Button down or polo style shirts shall be worn.

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- c. Pants may be jeans, khaki, or cargo type worn over footwear. Pants and jeans shall be worn at the waist and underwear shall not show. Jeans must be free from holes and frays.
- d. Shorts and capris may be worn. Shorts shall be khaki, denim or cargo type. Shorts shall be worn at the waist. The length of shorts shall not be shorter than three (3) inches above the knee.
- e. During cool weather, personnel may wear plain sweaters and crew neck sweatshirts. Hooded clothing items shall be prohibited.
- f. During inclement weather, personnel assigned outside duties may wear articles of clothing to protect them from the elements, such as toboggans. However, staff shall not wear an article of clothing which may create a safety risk. These articles shall be approved by the facility superintendent or designee and shall be furnished by the employee.
- 3. The following personal accessories may be worn:
 - a. Two rings may be worn; a wedding ring shall count as one ring. Rings shall not be bulky or have jagged edges.
 - b. Medical alert bracelets or necklaces (worn inside the neckline) may be worn to indicate medical conditions.
 - c. One religious medallion may be worn inside the neckline.
 - d. An employee may wear one pair of stud type earrings, post, or clasp style. Other visible body piercings are prohibited.
 - e. A wristwatch may be worn.
- 4. Ball style caps that have approved DJJ logos may be worn inside facilities. No other type of hat shall be worn inside the facilities.
- 5. Neck scarves shall not be worn while supervising youth.
- D. Allowance for reasonable accommodations based on the medical or disability-related needs of the employees shall be permitted. Refer to Chapter 1 (DJJ Americans with Disabilities Amendments Act and Reasonable Accommodations Protocol).
- E. Kitchen, Medical, Institutional Recreation Leader, IT, CaRP, or Maintenance staff shall dress appropriately as it relates to specific job duties. Attire shall be approved by the Administrative Manager.
- F. Supervisors are responsible for enforcing the dress code and personal hygiene requirements of employees. Any employee found in violation of this policy, shall be required to take corrective action immediately which may include leaving the work premises and may result in disciplinary action.
- G. Staff shall carry or wear employee identification badges or other agency-identifying clothing. At the discretion of the superintendents, the employee's identification card may be required to be visible while on duty.
- H. Employees may substitute polo style shirt, button down shirt, or blouse with a department issued logoed shirt while performing regularly assigned duties. Employees shall not substitute clothing with department issued logoed shirt when Professional attired is required per paragraph IV. A. 1. a. of this policy.

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- I. All state issued equipment shall be returned to the appropriate supervisor upon separation from the department, and prior to receiving a last paycheck.
- J. Allowance for reasonable accommodation based on religious practice or need shall be permitted.

V. MONITORING MECHANISM

The policy shall be monitored by the Administrative Managers.