



JUDSON INDEPENDENT SCHOOL DISTRICT

Meeting Date: August 20, 2026

Submitted By: Cecilia Davis

Title: Chief of Operations

Agenda Item: Consider and take action regarding approving the Memorandum of Understanding between Judson Independent School District and The Texas Juvenile Justice Department Re: Ayres House.

CONSENT ITEM

RECOMMENDATION:

That the board approve the Memorandum of Understanding between Judson Independent School District and The Texas Juvenile Justice Department Re: Ayres House. TJJD Contract No. :CON0001496

IMPACT/RATIONALE:

This agreement allows the Judson ISD to provide admission to its schools to students that reside in a residential facility, Ayres House, located in our district.

BOARD ACTION REQUESTED:

Approval/Disapproval

STATE OF TEXAS §
 §
 COUNTY OF BEXAR §

**MEMORANDUM OF UNDERSTANDING
 JUDSON INDEPENDENT SCHOOL DISTRICT
 AND
 THE TEXAS JUVENILE JUSTICE DEPARTMENT RE: AYRES HOUSE
 CONTRACT NUMBER CON0001496**

THIS AGREEMENT is made and entered into by and between the **Judson Independent School District, 8012 Shin Oak Drive, Live Oak, Texas 78233**, hereinafter the "**District**" and the **Texas Juvenile Justice Department, hereinafter "TJJD," 1711 San Jacinto Boulevard, Austin, Texas 78701 for Ayres House, located at 17259 Nacogdoches Road, San Antonio, Texas 78266**. This contract is effective on the date which the Agreement is signed by the last party to sign it.

WITNESSETH

WHEREAS, the Ayres House, hereinafter referred to as "TJJD Facility," is a residential facility for delinquent youth located within the District and operated by TJJD, an agency of the State of Texas, that provides 24-hour care, control, and custody for individuals between the ages of 10 and 19 years; and

WHEREAS, the Texas Education Code requires the District to provide admission to its schools to students that are over five years of age and younger than 21 years of age and reside in a residential facility located in the District; and

WHEREAS, the District and TJJD desire to establish their respective responsibilities for the provision of educational services for students residing at the TJJD Facility, including free appropriate public education (FAPE) for disabled children who reside at the TJJD Facility; and

WHEREAS, the District and TJJD desire to cooperate in the planning, development, and implementation of mutually supportive services within their respective spheres of authority and responsibility for students at the TJJD Facility, in order to conserve public funds and promote efficiency in the rendering of services; and

NOW, THEREFORE, pursuant to 19 Tex. Admin. Code § 89.1115(d)(5)(A) (2019), Texas Human Resource Code, Title 12, Chapters 242 and 244, and Sections 25.001(b)(7), 29.012, and 37.023, Texas Education Code for mutual consideration of the covenants herein expressed, the District and TJJD agree as follows:

SECTION I: CONTRACT TERM

- A. Upon approval of the District's Board of Trustees and execution of this Agreement by both parties, this Agreement shall remain in full force and effect for the term of three (3) years, ending **August 31, 2029**.
- B. Either party may terminate this Agreement, with or without cause, upon delivery of written notice of termination to the other party at least thirty (30) days before the date of termination.

SECTION II: SERVICE PROVIDER

I. STUDENT EDUCATION

- A. Each student residing at the TJJD Facility shall be eligible to participate in instructional services of the District, pursuant to District and TJJD policies and subject to the requirements of the Texas Education Code. Students eligible for instruction, including students expelled from their home districts prior to placement in the TJJD Facility, will receive instruction in the general curriculum of the District. The schedule of instruction shall be commensurate with the District's school day, academic calendar, and summer instructional calendar.
- B. Upon enrollment, instructional programming for students receiving educational services at the TJJD Facility or an approved Judson ISD campus will be provided by the District and will be in accordance with the Texas Education Code, Texas Education Agency (TEA) rules as set forth in Title 19 of the Texas Administrative Code, Section 504 of the 1973

Rehabilitation Act (Section 504), the Individuals with Disabilities Education Act (IDEA), the Every Student Succeeds Act (ESSA), including requirements for No Child Left Behind - English as a Second Language (NCLB- ESL), if applicable, the Family Education Rights and Privacy Act (FERPA) and other applicable federal regulations.

- C. The school district and TJJD may implement an alternative instructional schedule, including a reduced instructional day of not less than (2) four-hour blocks of instruction each school day not to exceed 8 instructional hours, only when expressly authorized by applicable law, TJJD or TEA waiver, or an individualized education program (IEP), Admission, Review, and Dismissal (ARD) Committee, medical necessity, or other legally authorized exception. Any modified schedule shall be documented, reviewed periodically, and implemented in a manner that ensures continued compliance with all educational and Special Educational requirements.
- D. The eligibility of each student for special education and related services, including Extended School Year (ESY) services shall be determined individually by Admission, Review, and Dismissal (ARD) / Individual Education Plan (IEP) committee. Each student eligible for special education and related services under IDEA shall be provided special education and related services in accordance with the IEP developed by the student's ARD/IEP committee.

II. STUDENT DISCIPLINE

- A. TJJD Facility student will follow the TJJD Facility rules of conduct when receiving educational instruction by the District at the TJJD Facility. The TJJD Facility Administrator and District Representatives will develop a classroom behavior management plan, in accordance with applicable law, that may include provisions for temporary removals of a student from class and that will address the provision of educational services during that removal.
- B. The District will promptly notify the TJJD Facility staff of any disciplinary matters involving a student. TJJD Facility staff will address disciplinary matters of a student reported by the District according to the classroom behavior management plan, the student's IEP, if any, and the TJJD behavior management program.

III. INSTRUCTIONAL FACILITIES

- A. Student services provided at the TJJD facility shall safely accommodate the assigned number of students, instructional staff, furnishings, and educational equipment while complying with all applicable health, safety, accessibility, and educational standards.
- B. TJJD will ensure that classroom facilities meet TEA regulations. Classroom space provided at the TJJD Facility will be comparable to the District's classrooms and will contain chalk/dry erase boards. TJJD shall be responsible for compliance with and make any changes required to any building(s) housing classrooms to comply with Section 504 and the Americans with Disabilities Act concerning accessibility for the disabled.
- C. TJJD will provide lockable storage, lockable file cabinets, bookcases, and furniture appropriate for individualized instruction and safeguarding student records held at the TJJD Facility. The District will be responsible for ensuring that all records maintained in storage structures designated for District use at the TJJD Facility are properly secured for the safekeeping of student records. The District will provide instructional equipment, including but not limited to laptops, textbooks, and other instructional materials, as may be necessary for the appropriate instruction of students at the TJJD Facility.
- D. TJJD will provide District staff access to an office/conference room with phone service and internet access. TJJD shall provide copying capabilities at no cost to the District staff in the performance of their duties at the TJJD Facility. The District will provide copy paper for District staff members.
- E. TJJD shall ensure that all areas of the TJJD Facility comply with fire, safety, and health standards to which TJJD facilities are subject. TJJD shall furnish a copy of the State Fire Marshal's inspection report determining TJJD's compliance with fire codes applicable to TJJD.
- F. The District's Designee and the TJJD Facility Administrator will mutually establish the procedures for the District and TJJD staff to follow in use of the classrooms and office areas at the TJJD Facility.

- G. The District Designees shall be notified in writing at least thirty (30) days before building structural changes are made to any classrooms or support areas unless emergency conditions dictate otherwise.

IV. DUTIES OF TJJD FACILITIES

- A. The TJJD Facility shall designate and provide the District with written notification of the name and current contact information for the staff person who will act as the responsible TJJD Liaison with the District.
- B. The TJJD Facility will notify the District of admission of a student at the facility within one (1) business day of their admission.
- C. The TJJD Facility shall assign and have available in the TJJD Facility classroom areas at least one qualified personnel to ensure the safety of students and teachers and for immediate crisis intervention at all times.
- D. The TJJD Facility shall provide adequate support staff to ensure safe transfer of students to and from their assigned classrooms at all times and to perform duties such as dressing the students, assisting students on and off school buses, cooperating in District behavior management of students, taking charge of and arranging unscheduled transportation for a student who becomes ill during school, and providing notification to the appropriate District campus or administrator when a student is unable to attend school. The TJJD Facility shall provide supervision to all TJJD Facility students during state-mandated teacher duty-free lunch periods.
- E. The TJJD Facility staff shall be responsible for assuring that all students arrive to class on time and bring all necessary materials for full participation in classes. The TJJD Facility shall supply students with all materials and school supplies required and ordinarily provided by the parents and guardians of students enrolled in the District. The TJJD Facility shall ensure that the students' 16-hour schedule allows for supervising students in the completion of any homework assignments.
- F. The TJJD Facility staff shall attend ARD committee meetings for students residing at TJJD, as appropriate, based on each student's individual needs. The TJJD Facility will assist the District with obtaining all unofficial records and information necessary for the enrollment of students in the District, as required by the Texas Education Code "Requirements for Enrollment," Texas Education Code Section 25.002, and with obtaining information from parents, previous school districts, or other agencies with regard to any student's suspected disability in satisfaction of the District's "Child Find" procedures, as required by federal and state laws. The District will request, to the extent available, official records thru Texas Records Exchange (TReX).
- G. The TJJD Facility shall provide all medical care and treatment services to each student, including administering all medications and respiratory therapy. TJJD shall provide each student with dental care, nursing and pharmacy services, food, and nutrition services. The provision of services by TJJD does not relieve the District's responsibility to ensure students receive related services, as recommended by an ARD committee for students receiving special education services. TJJD shall assist in providing these services in the interest of efficiency.
- H. The TJJD Facility Administrator, whenever feasible, shall notify the District Designee in writing at least thirty (30) days before any major changes in TJJD Facility programs are made.
- I. The TJJD Facility shall provide in-service instruction and/or training to all District personnel providing classroom instruction at the TJJD Facility in the safe evacuation of students and staff in the event of fire or other catastrophes at the TJJD Facility.

V. DUTIES OF THE DISTRICT

- A. The District shall designate and provide the TJJD Facility with written notification of the name and current contact information of the staff person who will act as the responsible District Liaison with the TJJD Facility.
- B. The District shall provide instruction for enrolled students while maintaining the social patterns of school attendance and performance during the student's residence at the TJJD Facility.
- C. The District shall assure that the instructional program complies with District policies, TEA Rules, and federal and state statutes and regulations. In the event the District determines it cannot provide a student with instructional programming that meets the graduation plan of the student or instructional programming that complies with state and federal

regulations at the TJJD Facility, the student may receive instructional programming at an alternative District facility agreed upon by the parties as better suited to meet the student's educational needs. In such instances, transportation of such student to and from any other facility shall be the responsibility of TJJD, unless otherwise required by applicable law.

- D. The District shall choose and supply the curriculum for each course taught at the TJJD Facility. The District shall have no obligation to keep students on their former education schedules.
- E. The District shall provide all necessary state-adopted instructional materials for use by TJJD Facility students. All instructional materials must be approved by the District's curriculum specialists, or their designees, before being purchased. TJJD shall be responsible for the cost of lost or destroyed state-adopted instructional materials regardless of fault.
- F. The District will maintain individual academic achievement records for each student and furnish official withdrawal records to TJJD including an official academic achievement record upon graduation and, upon request, to future schools in which the former TJJD Facility students enroll, after withdrawal.
- G. The District shall issue grade reports of courses in progress and (when applicable) course credits and shall recommend appropriate academic/grade or instructional/grade placement for each student who is released from the TJJD Facility.
- H. The District shall assign general education, ESL, and special education teachers in sufficient numbers to maintain appropriate student to teacher ratios and to meet the graduation requirements and educational needs of students residing at the TJJD Facility. Staffing assignments shall be based on student enrollment, individualized educational needs, applicable federal and state laws, and the requirements of each student's educational program, including individualized Education Programs (IEPs), as applicable.
- I. The District shall be responsible for providing free appropriate public education to each student with a disability who qualifies for services under IDEA, in the least restrictive environment, to the maximum extent appropriate, to meet the individual needs of each student pursuant to an ARD/IEP developed by each student's ARD committee. Such services include specially designed instruction and related and supplemental services determined necessary for eligible students with disabilities, pursuant to IDEA and state law.
- J. If a child with a disability has an active ARD/IEP that was in effect in the previous school district, the District shall provide services comparable to those described in the student's ARD/IEP from the previous school district, until the District has developed or adopted an ARD/IEP for the student for conducted additional assessments.
- K. Pursuant to 34 CFR 300.321(a)(6), the District shall include the TJJD Facility Administrator or designee on the ARD/IEP Team as an individual who has knowledge or special expertise regarding the child. The District will ensure that the TJJD Facility Liaison is notified and provided all documents necessary for the full participation in all ARD/IEP Team meetings for TJJD Facility students eligible for special education services.
- L. The District shall conduct full and individual initial evaluations of students suspected of having a disability, as required by federal and state law concerning the education of students with disabilities. The District shall conduct reevaluation of students eligible for special education services which are required by federal and state law concerning the education of students with disabilities.
- M. The District shall provide an appropriate educational placement for each student eligible for special education, considering all available information regarding the educational needs of the student, including non-educational needs that may restrict the ability of the District to serve the student on a District campus or at the TJJD Facility.
- N. The District will be responsible for assignment and training of surrogate parents for all TJJD Facility students for whom a surrogate parent must be appointed under federal and state law concerning the education of students with disabilities. Training of surrogate parents will follow guidelines established by the TEA.
- O. The District will issue report cards and ARD/IEP progress reports to the TJJD Facility Liaison, students, and their parents or surrogate parent at the same intervals as all other students in the District.
- P. Prior to the start of the academic school year, the District will provide material and training necessary for the TJJD personnel to complete the enrollment, referral, and/or transfer information as required unless the timing to do so is unavailable to the District, of which written notice will be provided to TJJD Facility.

- Q. The District will provide eligible students the opportunity and resources to prepare for and take all state-mandated assessments, including summer administration, and to prepare for and take the Texas high school equivalency (HSE) exams.
- R. Pursuant to TEC 29.087(h), the District shall enroll any student who has earned a Texas Certificate of High School Equivalency (CHSE) in the Foundation School Program for the opportunity to earn additional credits and to graduate with a high school diploma.
- S. TJJD has a zero-tolerance policy for any form of sexual abuse, sexual harassment, or sexual activity involving youth in the agency's care, pursuant to 37 Texas Administrative Code Section 380.9337. All District employees, volunteers, and contractors providing student services at the TJJD Facility agree to be trained on their responsibilities under this policy and other appropriate TJJD rules and regulations.
- T. All District employees, volunteers, and contractors providing student services at the TJJD Facility agree to be trained on the Prison Rape Elimination Act (PREA), 42 U.S.C §15601, et seq., incorporated herein for all purposes. The District shall acknowledge its receipt of the "PREA and Preventing Sexual Misconduct Overview" attached hereto as **Exhibit A** by completing the acknowledgement form on the last page of Exhibit A and submitting it to Contract Specialist Evelyn Green via email to Evelyn.T.Green@tjtd.texas.gov.

VI. PERSONNEL

- A. All instructional personnel shall be recruited and employed by the District following the District's personnel policies at the TJJD recommended teacher-student ratio. Personnel assignments shall be made by the District Superintendent, who also may assign personnel for any lawful reason as determined by the Superintendent. Recommendations regarding such assignment and reassignment may be made by the District Designee for the Superintendent's consideration.
- B. The District will provide TJJD with the names of all District employees assigned to the TJJD Facility prior to assignment to the facility. TJJD will obtain fingerprints for all District employees to enable the agency to complete a criminal history and background check on all District employees assigned to the TJJD Facility, as required by Texas Human Resources Code Section 42.056. The TJJD Facility may seek a waiver of the criminal history and background check requirement from the TJJD Executive Director, if information is provided that the District has completed a criminal history and background check that complies with requirements of Texas Human Resources Code Section 42.056. TJJD will pay the costs associated with any fingerprinting, criminal history, and background check completed by the agency. The District will not assign to the TJJD Facility individuals who are not acceptable to the District and TJJD, based upon a review of such national criminal history record information or any subsequent findings made that the individual has confirmed allegations of abuse, neglect, or exploitation.
- C. All instructional personnel, employed by the District and assigned to the educational program at the TJJD Facility shall be under the supervision of the District Designee. The District Designee is responsible for supervision of personnel and programs to include an on-site program monitoring at least one time per grading cycle. All District assignments shall adhere to the teaching schedules and other assignments established by the District Designee.
- D. All instructional personnel, employed by the District and assigned to the TJJD Facility shall hold the appropriate certifications, qualifications, permits required by the TEA, or in accordance with the District's current District of Innovation. Official copies of certifications shall be filed at the District Administration building.
- E. All instructional personnel employed by the District and assigned to the TJJD Facility shall be evaluated by the District in accordance with District Policy. At any time, the TJJD Facility Administrator may communicate with the District Designee regarding the performance of District personnel assigned to TJJD. However, no member of the TJJD Administration shall have any control or discretion over personnel issues regarding District employees assigned to the TJJD Facility.
- F. All instructional personnel employed by the District and assigned to the TJJD Facility shall attend the staff development planned by the District. Teacher assistants employed by the District and assigned to the TJJD Facility will attend staff development appropriate to their duties. Regarding special education, the number of teachers/paraprofessionals needed for students receiving special education services will be determined by the Admission, Review, and Dismissal (ARDC), as required by law.

- G. The schedule of teaching days, in-service training, teacher workdays, holidays, and bad weather days of the District instructional personnel assigned to the TJJD Facility shall correspond to the official calendar of the District.
- H. The TJJD Facility Administrator or their designee will promptly report to the District any allegation of abuse, neglect, or exploitation or other complaint reported by TJJD Facility students or staff against District personnel. Investigation of such allegations or complaints will be conducted as required by state law and agency policy. The TJJD Facility Administrator or their designee will inform the District of determination of any investigation, and convey its recommendations for action to the District. TJJD will permit the District to complete its own investigation, in accordance with District policies and shall take all actions necessary to support such independent investigation. Any disciplinary action taken against a District employee in response to such investigation and recommendation shall be in the sole discretion of the District.

VII. MAINTENANCE AND CONFIDENTIALITY OF STUDENT RECORDS

- A. The District and TJJD administrators and professional employees shall share student information and records to the extent that it applies to the performance of the terms of this Agreement and as permitted or required by law. All District and TJJD staff will comply with all state and federal laws regarding the confidentiality of student and TJJD youth information.
- B. Student eligibility folders containing documents for audit under TEA rules shall be maintained by the District. Such folders shall be made available for examination subject to state and federal law concerning the confidentiality of student educational records.
- C. TJJD shall provide a secure space accessible only by the District personnel for the storage of confidential educational records.

VIII. GENERAL TERMS

- A. The District shall be the sole recipient of any and all funding entitlements and allotments pursuant to Chapter 42 of the Texas Education Code. Further, the District shall be the sole recipient of any and all funding entitlements and allotments pursuant to federal and state law concerning the education of students with disabilities.
- B. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any similar such relationship between the parties hereto.
- C. In the performance of the Agreement, it is mutually understood and agreed that the District and its employees are not acting or performing as employees, joint venturers, or agents of TJJD. TJJD shall neither have nor exercise any control or direction over the specific methods or judgement by which the District shall perform their educational services hereunder. The District designee will control and monitor instructional methods used at least one time per grading cycle. This Agreement does not create an employment relationship between the District employees and TJJD. TJJD shall not be liable in any way for any compensation, wages, or expenses of District personnel in connection with providing services to the student's residing at the TJJD Facility. District personnel are not entitled to participate in any pension plans, bonus, stock, or similar benefits that TJJD provides for its employees, including workers' compensation insurance, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be the sole responsibility of the District.
- D. Any participation in a TJJD program by a District employee after the end of or outside of the District's scheduled school hours, whether on a paid or volunteer basis, shall be considered outside the scope of the employee's District employment unless pertaining to summer mandated testing. TJJD will provide supervision for its staff and volunteers, during all times they are performing duties associated with TJJD programs, regardless of the time of day or the location where the duties are performed, and the District shall in no event be responsible for the actions of persons not deemed in its employ at the time of such actions.
- E. In the performance of this Agreement, it is mutually understood and agreed that TJJD and its employees are not acting and performing as employees, joint venturers, or agents of the District. The District shall neither have nor exercise any control or direction over the specific methods or judgement by which TJJD provides services to students residing at the TJJD Facility. This Agreement does not create an employment relationship between TJJD employees and the District. The District shall not be liable in any way for any compensation, wages, or expenses of TJJD personnel in connection with providing services to the student's residing at the TJJD Facility. TJJD personnel are not entitled to participate in any pension plans, bonus, stock, or similar benefits that the District provides for its employees, including workers' compensation insurance,

unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be the sole responsibility of TJJD.

- F. Nothing in this Agreement shall be deemed to relinquish, waive, modify, or amend any immunity or legal defense available at law or in equity to TJJD, the District, or their respective trustees, officers, employees, and agents. Neither the District nor TJJD waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas. No provision of this Agreement is consent to suit.
- G. Nothing in this Agreement shall be deemed to extend or increase the jurisdiction or authority of either TJJD or the District except as necessary to give effect to this Agreement. All the governmental functions and services of TJJD shall be and remain the sole responsibility of TJJD. All governmental services and functions of the District shall be and remain the sole responsibility of the District.
- H. This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it.
- I. No waiver by either party or any default of the other this Agreement shall operate as a waiver of any future or other default whether or a like or different character of nature.
- J. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.
- K. Any notice required by or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein and shall be made an amendment to this Memorandum of Understanding (MOU) as discussed below. The addresses of the parties are as stated in the introductory paragraph of this MOU and the appropriate addressee shall be provided upon request of the party providing notice.
- L. The parties may modify this MOU through written amendment, signed by all parties, and expressly made a part hereof.
- M. Notwithstanding any provision of this Agreement to the contrary, nothing herein may be construed as a limitation on District's obligations under the Texas Public Information Act, Texas Government Code Chapter 552, and no disclosure of materials required by the Act shall constitute a breach of this Agreement. TJJD shall notify District, immediately but no later than three (3) business days, after TJJD receives any requests for information from a third-party outside of the scope of this agreement (such as a subpoena), which pertains to the documentation and records maintained by the TJJD on behalf of District. TJJD shall provide a copy of such request for records unless otherwise prohibited by law.

IX. RESOLUTION OF DISPUTES

- A. Resolution of disputes concerning implementation of this MOU must first be attempted at the staff level by the designated liaisons for the District and the TJJD Facility. If resolution is not reached after a reasonable period of time (not to exceed 45 calendar days unless the District and TJJD agree otherwise), the dispute will then be referred to the respective executive officers, or their designees for further negotiation.
- B. In any legal action arising under this Agreement, the laws of the State of Texas shall apply and venue will be Bexar County, Texas.

Agreed to as indicated by signature of authorized representative below and executed as of the date last written:

X. REVIEW OF MOU

This MOU shall be reviewed on or before its renewal date. Proposed modifications to this MOU must be submitted in writing to the District Superintendent and to the TJJD Education Department, Manager of Reentry Programs and Support. Acceptable written modifications, including any change of address, will be signed by both parties and expressly made a part of this MOU as an amendment.

By signing below, you certify that you have been authorized by the governing body of your respective entity, at a duly called and conducted meeting held in accordance with Chapter 551 of the Texas Government Code, or via administrative rules adopted in accordance with Chapter 2001 of the Texas Government Code, to execute this MOU.

XI. CHANGE CONTROL:

The Contract may only be amended or supplemented in writing, executed by the Parties hereto or their successors, and expressly made a part of the Contract, except that TJJD reserves the right to make unilateral minor administrative changes, which are not enforceable until written notice is provided to District, to correct typographical errors, change the TJJD Contract identification number, or increase the "Not to Exceed (NTE)" amount if necessary for continuation of services.

SECTION III: NOTICES AND CONTACTS

Notices shall be addressed to the, **Texas Juvenile Justice Department**, mailing address: **P.O. Box 12757, Austin, Texas 78711**; or physical address: **1801 N. Congress, Austin, Texas 78701**. The following is additional contact information for purposes of this contract:

Superintendent of Schools**Judson Independent School District:**

Name: Dr. Ann Dixon, Interim Superintendent

Address 8102 Shin Oak Live Oak, TX 78233

Phone: 210-945-5207

Email: adixon@judsonisd.org

Judson ISD Contact:

Name: Michelle Hilliard-Bullock, Director of Pupil Services

Address 102 School Street Converse, TX 78109

Phone: 210-619-0341

Email: mdhilliardbu@judsonisd.org

TJJD Contract Department:

Evelyn Green, CTCM/CTCD

Houston District Office: 3555 Timmons Lane, Ste. 1535

Houston, TX 77027

Phone: 512-490-7199

Email: Evelyn.T.Green@tjjd.texas.gov

TJJD Department Contact:

Marketa Johnson, LCSW, LCDCC, QCC

Manager IV Halfway Houses & Contract Care Facilities

Cell: (940) 395-6643

Marketa.johnson@tjjd.texas.gov

COUNTERPARTS. This contract may be executed in counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this contract as of the day and year first written above.

Shandra Carter – Texas Juvenile Justice Department:	Judson Independent School District:
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Executive Director

Interim Superintendent of Schools - Judson
Independent School District

Date:

Date:

Exhibit A

Prison Rape Elimination Act (PREA) and Preventing Sexual Misconduct Policy Overview and Training Acknowledgment for TJJD's Contract Service Providers

The Prison Rape Elimination Act (PREA) was created to eliminate sexual violence within corrections. PREA mandates apply to all TJJD institutions, community-based corrections, and contract facilities. TJJD volunteers and service providers are also subject to this law. Among other things, PREA establishes a **zero-tolerance standard** for sexual violence in corrections in the United States and increases the accountability of officials who fail to detect, prevent, reduce, and punish sexual violence. It was also established to protect the Eighth Amendment rights of federal, state, and local prisoners, or in our case, the youth. Sexual abuse of persons in custody is cruel and unusual punishment—a violation of our nation's Bill of Rights.

TJJD Policies

- **GAP 380.9337. Zero Tolerance for Sexual Abuse, Sexual Activity and Sexual Harassment** is TJJD's zero-tolerance policy for any form of sexual abuse or sexual harassment of youth under TJJD jurisdiction. This rule describes prohibited conduct and behaviors that are broader than those established by statute as violations of law. This rule sets forth standards for reporting and investigating alleged sexual abuse of TJJD youth. This rule also addresses screening and housing placement procedures for youth who may be potential victims or perpetrators of sexual abuse.
- **PRS.02.09. Staff/Youth Relationship** states that the nature of the relationship of TJJD staff, service providers, or volunteers and youth is of critical importance in efforts to influence youth in a positive manner. Employees and volunteers found to have engaged in any prohibited behavior when interacting with TJJD youth are subject to disciplinary action. Service providers found to have engaged in any prohibited behavior when interacting with TJJD youth will result in the termination of their contract and criminal investigation.
- **GAP 380.9301. Basic Youth Rights** states that TJJD recognizes that each youth in the TJJD system has certain basic rights, including the right to protection from physical and psychological harm.
- **GAP 07.03. Incident Reporting** states that critical incidents must be reported immediately to the Office of Inspector General Incident Reporting Center (IRC) and a written report must be provided to the Chief Local Administrator. Critical incidents include alleged sexual abuse of a youth, alleged sexual misconduct by a youth, and other incidents.
- **GAP 380.9333. Alleged Abuse, Neglect, and Exploitation** provides for the investigation of allegations of abuse, neglect, or exploitation in programs and facilities under TJJD jurisdiction. This rule provides standards for investigations and for the compilation of investigation information.

You must report all suspected incidents of abuse, neglect, and exploitation immediately. There are no consequences for reporting alleged misconduct. TJJD cannot retaliate against a staff,

volunteer, or contractor for reporting alleged abuse, neglect, or exploitation of a youth. You are required by law to report.

Report allegations of misconduct to the Incident Reporting Center by emailing TJJD.IRC@tjtd.texas.gov or by calling a 24-hour-a-day toll free hotline 1-866-477-8354.

Prison Rape Elimination Act (PREA) and Preventing Sexual Misconduct Policy Overview and Training Acknowledgment for TJJD's Service Providers

As part of the contractual agreement with the Texas Juvenile Justice Department (TJJD), and to be in compliance with the Prison Rape Elimination Act (PREA) standards, I certify and acknowledge that I have read and understand the contents of this document provided to me regarding the purpose of PREA, TJJD's Zero Tolerance policy, and my reporting responsibilities regarding suspected and or known incidents of sexual abuse, sexual assault and sexual harassment. **I further certify that I understand and have completed the online TJJD PREA training and attached my certification of completion to this acknowledgment.**

Link to mandatory online TJJD PREA Training:

<https://www.classmarker.com/online-test/start/?quiz=f7m5b75d6be12d87>

Contract Service Provider:

Signature

Printed Name

Date