



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 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:

### **I. TERM AND APPLICATION**

- 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 June 30, 2026.
- 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.

### **II. 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 and academic calendar.
- B. Upon enrollment, instructional programming for students receiving educational services at the TJJD Facility 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 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.

### **III. STUDENT DISCIPLINE**

- A. TJJJ Facility student will follow the TJJJ Facility rules of conduct when receiving educational instruction by the District at the TJJJ Facility. The TJJJ Facility Administrator and District Representative will develop a classroom behavior management plan 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 TJJJ Facility staff of any disciplinary matters involving a student. TJJJ Facility staff will address disciplinary matters of a student reported by the District according to the classroom behavior management plan and the TJJJ behavior management program.

### **IV. INSTRUCTIONAL FACILITIES**

- A. Student services provided at the TJJJ Facility will be conducted in classrooms designed for that purpose.
- B. TJJJ will ensure that classroom facilities meet TEA regulations. Classroom space provided at the TJJJ Facility will be comparable to the District's classrooms and will contain chalk/dry erase boards. TJJJ 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. TJJJ will provide lockable storage, lockable file cabinets, bookcases, and furniture appropriate for individualized instruction and safeguarding student records held at the TJJJ Facility. The District will be responsible for ensuring that all records maintained in storage structures designated for District use at the TJJJ Facility are properly secured for the safekeeping of student records. The District will provide instructional equipment as may be necessary for appropriate instruction of students at the TJJJ 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 Designee 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.

#### **V. DUTIES OF TJJD FACILITIES**

- A. The TJJD Facility shall designate and provide the District with written notification of the name and 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 three (3) business days of their admission.
- C. The TJJD Facility shall assign and have available in the TJJD Facility classroom area 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 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.
- 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.

#### **VI. DUTIES OF THE DISTRICT**

- A. The District shall designate and provide the TJJD Facility with written notification of the name and 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 textbooks 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 textbooks 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 as needed to meet graduation requirements and educational needs of students residing at the TJJD Facility.
- I. The District shall be responsible for providing FAPE to each student with a disability who qualifies for services under IDA, 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 are required by federal and state law concerning the education of students with disabilities.

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- 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. The District will provide material and training necessary for the TJJD personnel to complete the enrollment, referral, and/or transfer information as required.
- Q. The District will provide eligible students the opportunity and resources to prepare for and take all state-mandated assessments, and to prepare for and take the Texas high school equivalency (HSE) exams.
- R. Pursuant to TEC CH. 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 Catherine Minns via email to [catherine.minns@tjtd.texas.gov](mailto:catherine.minns@tjtd.texas.gov) or facsimile to 512-490-7252.

## VII. PERSONNEL

- A. All instructional personnel shall be recruited and employed by the District following the District's personnel policies. 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 name 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. 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, or permits required by the TEA. 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 with the State of Texas approved instrument designated by their assignment. 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.
- 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.

#### **VIII. 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. TJJJ shall provide a secure space accessible only by the District personnel for the storage of confidential educational records.

#### **IX. 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 TJJJ. TJJJ 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. This Agreement does not create an employment relationship between the District employees and TJJJ. TJJJ 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 TJJJ Facility. District personnel are not entitled to participate in any pension plans, bonus, stock, or similar benefits that TJJJ 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 Districts scheduled school hours, whether on a paid or volunteer basis, shall be considered outside the scope of the employee's District employment. 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.

#### **X. 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 Cameron County, Texas.

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

**XI. 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.

[Redacted Signature]

Shandra Carter,  
Executive Director  
Texas Juvenile Justice Department

6.28.23

Date

Approved as to form:

06/14/2023

Date

[Redacted Signature]

Dr. M. Veronica Kortan  
Interim Superintendent of Schools  
Harlingen Consolidated Independent School  
District

6/13-23

Date

[Redacted Signature]

Harlingen Consolidated ISD Attorney

**Exhibit A**

**Prison Rape Elimination Act (PREA) and Preventing Sexual Misconduct Overview for TJJJ's Service Providers**

Sexual misconduct in corrections doesn't just happen out of the blue. Typically, there are red flags that we ignore or choose to keep silent about. Imagine a two-way road with road markers dividing the on-coming traffic. Have you ever been travelling down a road and found yourself driving on those bumpy road markers? What did you do? Undoubtedly, you moved back into your lane. Those road markers were the **warning signs** that you were crossing the line. What if you were the *passenger* and you noticed the driver was always driving on the road markers? Would you say anything? Why or why not?

When it comes to staff/volunteer/service providers' misconduct, it is not acceptable to remain silent about it. We need to be aware of the warning signs and report suspected misconduct immediately. We also need to be professional and provide effective supervision of youth.

The chapter includes an overview of the law, as well as TJJJ policy and practices related to sexual misconduct. There is emphasis on reporting of alleged sexual misconduct as well as the role of staff, volunteers and service providers in prevention and intervention. PREA became federal law in September 2003, and it is designed to ensure correctional facilities establish policies and practices to protect those who are incarcerated from sexual violence by staff or other offenders in the facility. Members of the public and government officials are often unaware of the epidemic nature of the issue.

Thanks to PREA, there is increased visibility of the issue and accountability for government facilities, private facilities, and every individual who works in corrections.

The Prison Rape Elimination Act was created to eliminate sexual violence within corrections. PREA mandates apply to all TJJJ institutions, community-based corrections, and contract facilities. TJJJ volunteers and service providers are also subject to this law. Among other things, PREA establishes a **zero tolerance standard** for the incidence of 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.

This law protects both male and female youth. It is about basic human rights and human dignity.

The Prison Rape Elimination Act (PREA) of 2003 notes the following:

- Sexual violence in corrections often goes unreported, and inmate victims often receive inadequate treatment for the severe physical and psychological effects of sexual assault – if they receive treatment at all.
- Most corrections staff (and volunteers!) are not adequately trained or prepared to prevent, report, or treat inmate sexual assaults.
- While studies show the rate of HIV and AIDS in juvenile correctional facilities is low, sexual violence places youth at risk for the spread of the virus as well as the spread of sexually transmitted diseases (Hepatitis B and C).
- Sexual violence has a tremendous emotional impact on survivors, many of whom suffer from the effects of trauma.
- Sexual violence often exacerbates racial tensions when the violence is interracial in nature. This is particularly true in correctional populations that are divided among racial lines.

### **The 9 Purposes of PREA**

1. Establish a *zero-tolerance* standard for the incidence of sexual violence in corrections in the United States.
2. Make the prevention of sexual violence a top priority in corrections.
3. Develop and implement national standards for the *detection, prevention, reduction, and punishment* of prison rape.
4. Increase available data and information on the incidence of sexual violence.
5. Standardize the definitions used for collecting data on the incidence of sexual violence.
6. Increase the accountability of officials who fail to *detect, prevent, reduce, and punish* sexual violence.
7. Protect the Eighth Amendment rights of federal, state, and local prisoners, or in our case, the youth. The sexual abuse of persons in custody is cruel and unusual punishment - a violation of our nation's Bill of Rights.

8. Increase the efficiency and effectiveness of federal expenditures through grant programs such as health care; mental health care; disease prevention; crime prevention; investigation and prosecution; prison construction, maintenance, and operation; race relations; poverty; unemployment; and homelessness.
9. Reduce the costs that sexual violence imposes on interstate commerce. (Without PREA, the costs incurred by the federal, state, and local jurisdictions to administer correctional programs increases substantially by the spread and incidence of HIV, AIDS, and STD's, and thereby, causes increased health and medical expenditures as well as mental health care expenditures.)

A Bureau of Justice Statistics survey in 2005-2006 found that allegations of sexual violence in juvenile facilities are made at a higher rate than in adult prisons. Therefore, it is vital that we understand what sexual misconduct is, how to report it and, more importantly, how to prevent it.

The TJJJD has a zero tolerance policy on any form of sexual misbehavior and has implemented numerous safeguards to ensure the safety of both youth and staff.

Among these actions are:

- establishing a twenty-four hour hotline, the Incident Reporting Center (IRC),
- providing trauma-informed care and cognitive therapy to youth,
- changing the physical plants,
- increasing the ratio of staff-to-youth supervision,
- establishing a centralized Office of Inspector General (OIG) to conduct investigations,
- creating a Special Prosecution Unit to insure consistency in enforcing TJJJD's zero-tolerance policy concerning sexual abuse, and
- implementing safe-housing assessments to make appropriate residential placements.

TJJJD also retained a consultant to conduct an agency-wide and facility-specific review to identify how it can improve its approach to eliminating sexual assault through new or refined policies, procedures, or practices.

All sexual misconduct is prohibited, and in some instances, will lead to criminal prosecution. All allegations of sexual misconduct will be investigated. The Department of Justice defines sexual misconduct as "any behavior or act of a sexual nature directed toward an inmate by an employee, volunteer, official visitor or agency representative."

## **Texas Law**

Senate Bill 894 was passed during the 76th Legislature. This legislation amended Texas Penal Code, Section 39.04 Violations of the Civil Rights of a Person in Custody; Improper

Sexual Activity with a Person in Custody. This amendment made it a criminal offense for employees of correctional facilities, including contract employees, to have sexual intercourse or sexual contact with persons in custody.

**Texas Penal Code, Section 21.01(2)** defines sexual contact as "any touching of the anus, breast, or any part of the genitals of another person with intent to arouse or gratify the sexual desire of any person."

Any TJJJ employee who engages in sexual intercourse or sexual contact with a youth in our custody is not only committing sexual misconduct, he or she is **breaking the law**. Violation of this law is punishable by state jail time and/or a fine. The perpetrator may also have to register as a sex offender.

**Mandates in Texas Law**

Establishment of the Office of Inspector General (OIG) in TJJJ for the purpose of investigating crimes committed by staff.

Establishment of the Office of Independent Ombudsman for the purpose of investigating, evaluating, and securing the rights of the TJJJ youth.

Confidential youth access to a toll-free number for the purpose of reporting information related to the abuse, neglect or exploitation of TJJJ youth. Staff may also report through the toll-free number which we will soon discuss.

Reporting procedures, including staff designated at the facility and Central Office to handle reports of sexual abuse.

**Texas Human Resources Code § 242.101: Zero-Tolerance Policy**

TJJJ shall adopt and enforce a zero-tolerance policy concerning the detection, prevention, and punishment of the sexual abuse, including consensual sexual contact, of children in the custody of TJJJ. Texas Family Code 261.101 states "A person having cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect by any person shall immediately make a report as provided by this subchapter."

It is important for youth, parents, staff, volunteers, and the public to know that TJJJ has zero tolerance for sexual abuse of youth.

**Q:** What does "zero tolerance" mean?

**A:** All suspected incidents of sexual misconduct will be investigated. Appropriate actions will be taken regarding protection of victims and discipline of perpetrators. Any staff or volunteer found to have engaged in sexual intercourse or sexual contact with a youth will be prosecuted to the full extent of the law.

Zero tolerance also means you are required to report all suspected sexual misconduct. It is the law!

**REPORT ALL  
SUSPECTED  
INCIDENTS OF ABUSE,  
NEGLECT, AND  
EXPLOITATION**

**866-477-8354**

Texas Penal Code Chapters 21 & 22 include several codes making it illegal to expose oneself or have sexual contact with any child under the age of 17. Remember, it doesn't matter how old the youth is when they are incarcerated. There is no "age of consent" in TJJD. All sexual contact between staff and the youth is strictly prohibited by law.

**Youth will NOT face any consequences for staff-on-youth sexual contact.**

Texas Family Code 261.101 states "A person having cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect by any person shall immediately make a report as provided by this subchapter."

**There is No Consent for Sexual Behavior in TJJD!**

Youth-on-Youth:

Perceived consent may not be 'consent' in reality. Other youth may exercise an influencing degree of intimidation and control.

Staff-on-Youth:

Incarcerated persons are never regarded as being in a position to grant legitimate consent. Staff have enormous power over a youth. Because of this difference youth can never be seen as giving consent. This is not any different than a teacher and student, therapist and client, etc.

## **TJJD Policy**

- **GAP 380.9337-Alleged Sexual Abuse, Neglect & Exploitation**— TJJD has zero tolerance for any form of sexual abuse of youth under TJJD jurisdiction. This rule establishes 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.

You must report all suspected incidents of sexual abuse, neglect and exploitation immediately. There are no consequences for reporting sexual misconduct. TJJD cannot retaliate against a staff, service providers or volunteer for reporting alleged sexual abuse, neglect and exploitation of a youth. It is the law and your responsibility.

- **PRS.02.09 – Staff/Youth Relationship** states that the nature of the relationship of TJJD staff/service providers/volunteers and youth is of critical importance in efforts to influence youth in a positive manner. Employees, and volunteer 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 TJJJ recognizes that each youth in the TJJJ 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 to the Chief Local Administrator. Critical incidents under this policy include alleged sexual abuse of a youth, alleged sexual misconduct by a youth, escape of a youth, death of a youth, serious suicide attempt, use of OC spray and other incidents.
- **GAP 380.9333-Alleged Abuse, Neglect & Exploitation** provides for the investigation of allegations of abuse, neglect or exploitation in programs and facilities under Texas Juvenile Justice Department (TJJJ) jurisdiction. This rule provides standards for investigations and for the compilation of investigation information. The purpose of all provisions in this rule is the protection of youth.

**You must report all suspected incidents of abuse, neglect and exploitation immediately.** There are no consequences for reporting alleged misconduct. TJJJ cannot retaliate against a staff, volunteer or service provider for reporting alleged abuse, neglect and exploitation of a youth. Again, it is the law and your responsibility.

**REPORT ALL  
SUSPECTED  
INCIDENTS OF ABUSE,  
NEGLECT, AND  
EXPLOITATION**

**866-477-8354**

### **Myths**

It is hard to understand why a staff or volunteer would either engage in sexual misconduct or fail to report suspected misconduct. The more we understand this complex problem, the more we can do to prevent it. Often, the correctional culture and work environment can impact staff attitudes and ultimately contribute to the problem of sexual misconduct.

### **Myth #1: Staff know their professional boundaries, it is common sense.**

Corrections personnel roles are shifting from an “enforcer” role to that of a “change agent” or “helper”.  
Inadequate training.

### **Myth #2: Sexual misconduct in facilities is a male staff on female youth issue.**

While the issue of sexual misconduct was initially recognized and addressed in women’s prisons, the data from institutional settings show that sexual misconduct occurs among all

“quadrants” – female staff/male youth, female staff/female youth, male staff/female youth and male staff/male youth. Youth-on-youth sexual contact is often same sex contact since most of our facilities contain all boys or all girls.

**Myth #3: Youth “consent” to inappropriate relationships.**

Texas Statutes, TJJJ policies, and several court decisions have clearly stated that youth cannot “consent” to illegal and inappropriate conduct with staff. This is true for all of our youth, even those 17 years and up. There is a power imbalance between incarcerated youth and staff.

**Myth #4: Youth manipulate staff into these situations.**

While some youth may try to gain favors by exploiting certain staff, it is **not the attempt** by the youth, but the **response of the staff member** that carries the consequences.

**Myth #5: Staff will tell their superiors if they suspect inappropriate conduct by a peer.**

The facility’s managers and supervisors set the example and “tone” of professional conduct. In addition, they must inform staff what they require desire to be reported.

If you do not report suspected sexual misconduct are contributing to an unsafe environment. Staff are behaving inappropriately are not focused on doing their job properly. **The sense of order and safety is compromised for everyone.**



or  
you  
who

**Myth #6: Telling youth about a facility’s zero tolerance policy and how to report suspected sexual misconduct produces false allegations by youth who want to “get even” with a staff member.**

Only about 10% of childhood sexual abuse is reported nationally. When you combine that with stigma in the correctional environment, youth are even less likely to report their own abuse.

**TJJJ Reporting of Alleged Sexual Misconduct**

Youth may report alleged sexual misconduct a variety of ways:

Calling the abuse hotline 866-477-8354

Filing a grievance—this process is outlined in your upcoming Youth Rights training

Reporting to staff, volunteers, or contractors

Reporting to law enforcement

Family complaint

Let's discuss the reporting steps for TJJD staff, volunteers and contractors. There are additional requirements for how reports by staff are handled by the CLA. Below are the steps for you to follow:

1. **Immediately** notify the **OIG - IRC** via the **abuse hotline (866-477-8354)** and obtain a tracking number.
2. Submit a **written report with tracking number** to the Chief Local Administrator. You must provide the following information:
3. Identity of persons involved
4. Location and time of relevant events
5. Identity of others who may provide further information
6. Submit report as soon as you notify the IRC, but **no later than the end of your current shift**.

All reported allegations will be investigated. Staff may not retaliate against youth or other staff/volunteers for reporting abuse.

*In addition* to reporting within TJJD, you may also report to the appropriate law enforcement agency, the Department of Family and Protective Services (DFPS), or the Office of the Ombudsman.

Our policy, which has a provision for reporting abuse within TJJD, is in compliance with the law. However, if you are ever in doubt about what to do, contact your supervisor or the Chief Local Administrator immediately.

The facility administrator must take *immediate* steps to protect the alleged victim, and separate him/her from the alleged perpetrator. Other steps that may be taken include, but are not limited to:

Transfer to another dorm or placement on the campus  
Administrative transfer to another facility or program

Again, the youth are separated immediately regardless of whether the investigation has begun. The administrator must evaluate who should be moved—alleged victim or alleged perpetrator—and to where. Every situation is different and it's important to talk to the alleged victim to determine what he or she needs to feel safe. It is important to do this in a sensitive, confidential manner to the extent possible. The move should be handled in a sensitive manner to minimize any negative impact on a victimized youth. **The goal is to ensure the youth's safety without embarrassing or humiliating the youth.**

## TJJD Investigations

If a report presents an immediate risk of physical or sexual abuse that could result in the death or serious harm to the youth, the initial response by an OIG investigator will take place within 24 hours after the OIG is notified of the report.

Otherwise, within 2 working days of receiving the notice of the allegation, the OIG Supervisor over the Incident Reporting Center (or designee) will review the incident and refer the case for investigation and resolution. TJJD staff must protect the area of the alleged assault until the proper authorities arrive to process the scene. It is important that anything that may be considered evidence during the investigation remain undisturbed.

The assigned investigator will begin collecting evidence, including (but not limited to):

Witness statements

Physical evidence

Photographs

Security videos

It should be noted that anyone who is accused in a criminal investigation has the right to remain silent. All others are expected to cooperate with the investigation.

The investigator will make a finding of "confirmed" or "not confirmed" based on a preponderance of the evidence which will be detailed in a written report. The report is submitted to the Supervisor within 30 calendar days of assignment, unless there is justification for the delay as outlined in policy.

Upon review and approval by the appropriate OIG Supervisor, the investigation is closed and the report is forwarded to the Chief Local Administrator (CLA) within 3 workdays. A report may also be provided to law enforcement for purposes of investigation or prosecution.

The CLA will ensure that the youth, the family and the accused are notified of the results of the investigation. The CLA takes the necessary actions based on findings in the report to rectify the situation and prevent similar situations from taking place in the future.

**Staff and volunteers have a right to file a grievance to challenge disciplinary actions resulting from an official investigation.** Generally, grievances are resolved within 21 days. However, if the case was handled as a criminal investigation, the findings are "non-grievable." Parents, guardians, youth and the CLA also may appeal the findings to the Executive Director.

**Victim Services**

Medical services and counseling will be provided by specially trained personnel, which may include non-TJJD personnel such as a counselor from a Rape Crisis Center or a Sexual Assault Nurse Examiner. Such special services must be provided as soon as possible.

As per TJJD policy, victims of any type of sexual assault will:

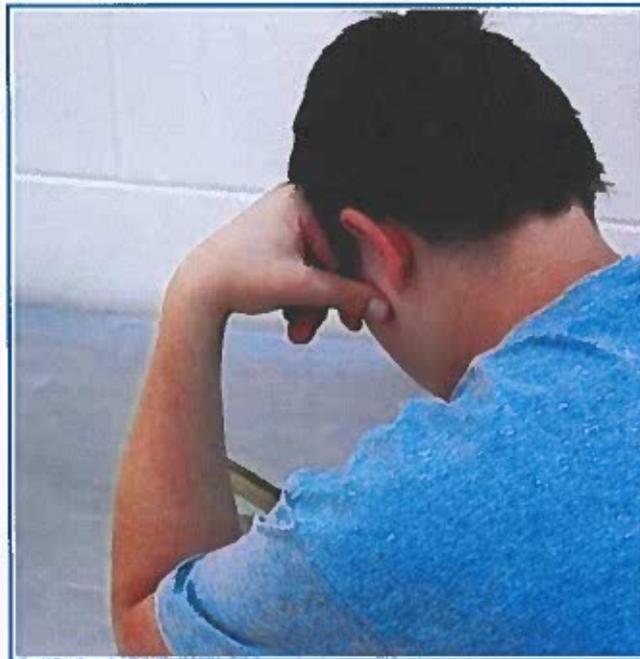
Receive a mental health assessment

Receive a medical assessment—may include a forensic medical exam as determined by trained medical personnel

Be provided protective housing, as needed

Be provided emergency counseling, as needed

The youth should be referred immediately for these services through the infirmary, the hospital or other approved entities. If a youth requests additional medical or psychological services, immediately refer the youth to the infirmary and notify your supervisor.



### **Dynamics of Correctional Culture**

Correctional culture is a complex concept that is influenced by many factors. Different institutions within the same agency can even have different cultures.

### **Punishment vs. Rehabilitation**

In the 1980's and 90's, a "get tough on crime" mentality permeated society leading to changes in sentencing laws for juveniles. This has led to insensitivity over the plight of incarcerated persons, including false, inhumane beliefs such as:

Those perceived as lesbian, gay, bisexual or transgender bring sexual violence upon themselves

Those who have committed violent crimes deserve to be sexually assaulted

### **Code of Silence**

As a TJJJ service provider, you have a responsibility to advocate for the safety of our youth. Remaining silent amounts to protecting a predator or a person using their power to hurt another person. **Administrators cannot retaliate against you for reporting alleged sexual misconduct.**

### **Balance of Power**

Staff are in a position of power based simply on the fact that they are staff, and volunteers are in a position of power based simply on the fact that they are adults. When staff, volunteers and service providers engage in sexual misconduct, they are using their power to victimize the youth. Whether or not they verbally threaten the youth, the threat is implied. Engaging in sexual acts with a TJJJ youth is an abuse of power which will lead to prosecution.

A power structure exists among the youth as well. Some youth may be considered as having a "higher" status based on factors such as being in a gang. Those considered to be of higher status can exert power over more vulnerable youth. Sexual assault or other forms of victimization among the youth can and do occur without proper staff supervision.

## Adolescent Development

Youth are not little adults. They are still developing physically, mentally, emotionally and cognitively. Characteristics include:

Identity development

Concerned with peer acceptance and belonging

Changes in physical appearance

Sexual exploration

Healthy sexual development includes masturbation in private, holding hands/romantic feelings, hugging, kissing, and fondling. **Note: Though considered healthy sexual behaviors outside of custody, these behaviors are still prohibited in TJJD facilities** such as kissing, fondling and sexual intercourse.

In juvenile corrections, we face the delicate task of balancing the safety of youth in our custody with what might be considered age-appropriate sexual behavior.

**Remember: There is no sexual contact permitted in TJJD - period.**

## Lesbian, Gay, Bisexual, & Transgender Youth

Lesbian, gay, and bisexual are terms referring to one's sexual orientation. The American Psychological Association defines sexual orientation as "one's sexual attraction to men, women, both, or neither." **Gender identity** refers to a sense of oneself as male or female. **Transgender** "is an umbrella term used to describe people whose gender identity (sense of themselves as male or female) differs from that usually associated with their birth sex."

According to a report by the Child Welfare League of America, both gender identity and sexual orientation are established at an early age. Gender identity is generally established by 3 years of age. Sexual orientation is usually established long before a youth has become sexually active, generally age 10, but some by the age of 5. It is important to note that many youth do not "come out" (even to themselves) until mid-to-late adolescence.

Staff and volunteers may also have personal beliefs about LGBT youth that can interfere with effective supervision. All staff and volunteers are expected to carry out the duties of their job in a fair and neutral manner. Staff and volunteers should avoid discussing their personal opinion on sexuality with the youth.

It is important to note that LGBT youth commonly suffer from chronic stress related to harassment, coming out to friends and family or having one's sexual orientation discovered.

In a national study of LGBT youth, one in three reported being harassed due to their sexual orientation, 85% reported hearing homophobic remarks from peers and nearly a fourth of the youth heard these remarks from teachers or school staff, with very few teachers ever intervening to help them!

LGBT youth are particularly vulnerable within juvenile facilities. In focus groups conducted by the Child Welfare League of America, "ALL (LGBT) youth who participated reported having experienced verbal harassment in juvenile justice facilities on a regular basis." In addition, many reported being sexually assaulted by staff or other youth in these facilities.

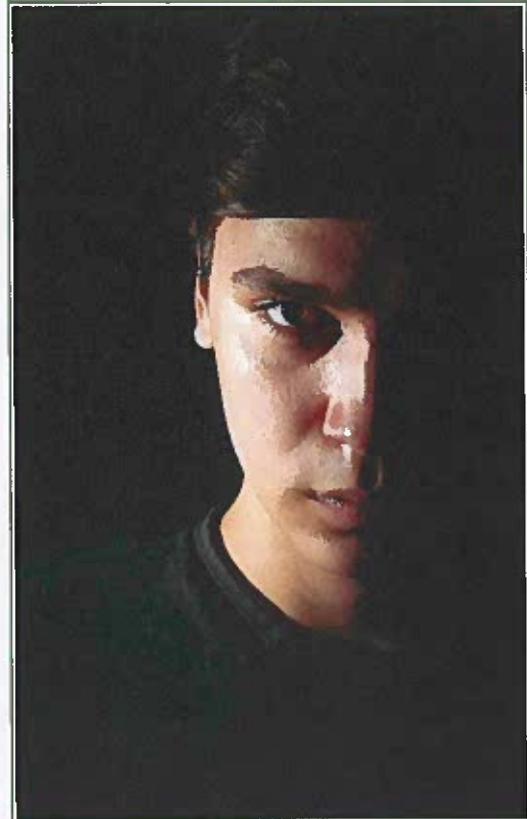
### **A Scenario of Victimization & Trauma**

Jim is a 16-year-old youth who arrived at your facility 3 months ago. He confided in his case manager that several other youth were beating him up at night and taking his food. The case manager responded, "If you come in here acting like a sissy, they will take advantage of you. You need to stand up for yourself; otherwise you are going to have a rough life in here. "

Jim asked to file a grievance in hopes of being moved to another dorm. But, decided against it after staff warned that a grievance could make things worse because it would anger the other youth. Jim felt anxious, scared and depressed. He told himself, "I'm just going to have to do what I have to do."

Days later, one of the JCOs overheard a coded conversation among the youth leading him to believe that Jim had been sexually assaulted recently after "lights out." The staff asked Jim directly, but he denied anything had ever happened. Eventually, staff dropped the matter after noticing that Jim no longer appeared fearful and seemed to have made friends with one of the older boys on the dorm. The friendship seemed unlikely, and staff went so far as to thank the other boy for being nice to Jim.

Staff were shocked when the two boys were caught having sex. Finally, a thorough investigation revealed that Jim had been violently sexually assaulted by 3 boys on the dorm and lived under constant fear that it would happen again. Jim eventually became known as the other boy's "punk," submitting to the boy's sexual demands in return for protection from the others. Jim stated that he felt degraded and powerless and submitted to the role only because he felt he had no choice.



### **Dynamics of Sexual Violence**

Just Detention International (formerly Stop Prisoner Rape) reports that:

Boys are more likely to be abused by other boys in juvenile corrections.

Girls are more likely to be abused by staff.

Girls with a history of prostitution are especially vulnerable to sexual victimization by staff.

Staff predators may seek to take advantage of the girls' low sense of self-worth, feelings of powerlessness, and exhibition of sexually inappropriate behaviors.

**Youth promiscuity is often the result of past victimization.** Professional boundaries are the key to dealing with youth who are promiscuous. Set limits and be clear with the youth about what is appropriate versus inappropriate behavior.

### Post Traumatic Stress Disorder and Rape Trauma Syndrome

Psychological trauma can result from a distressing experience that overwhelms an individual's ability to cope with the emotions. Victims of sexual assault often experience psychological trauma as a result of their victimization.

Some symptoms of psychological trauma include:

Thoughts of suicide

Anxiety

Worsening of pre-existing mental health conditions

Memory and concentration problems

Eating and/or sleeping problems

More severe forms of trauma associated with sexual assault can lead to a diagnosis of **Post Traumatic Stress Disorder (PTSD)** or **Rape Trauma Syndrome**.

PTSD is a psychological diagnosis that is caused by an event which involved a threat to someone's life or physical well-being and caused intense fear. Events may include war, natural disasters, sexual assault, or any event which caused the person intense fear.

PTSD victims may experience:

Intense nightmares and flashbacks

Lack of interest in activities

Numb emotions

Sleep problems

Avoidance of certain people

Places or things that remind him or her of the occurrence

A variety of other intense feelings

All people react differently to sexual assault, so there isn't a "right" way or a "wrong" way. Youth who are assaulted will need support and sensitivity from staff.

### Impact of Staff/Volunteer Sexual Misconduct

When staff or volunteers are involved in any way with sexual misconduct, they counter-effect interventions and the treatment residents are receiving by:

Modeling poor social skills and anti-social behavior.

Reinforcing anti-social attitudes or beliefs of our youth which is the opposite of what we are trying to do in CoNEXTions®.

Victimizing youth who have been victimized throughout their life and are already emotionally vulnerable due to their past history of abuse or neglect.

Jeopardizing facility security. When youth do not feel safe, it impacts the overall safety and security of the entire facility.

Violating the constitutional rights of youth - The Eighth Amendment rights of state and local prisoners, including youth, are protected through the due process clause of the Fourteenth Amendment.

Exposing the entire facility and agency to civil and criminal liability, and undermining public support for the agency.

Jeopardizing the role of volunteers in the agency and volunteer-led programs.

### **Sexualized Work Environment**

Staff and volunteers need to ensure that the environment in which they work and the youth live is not one in which conduct of a sexual nature is commonplace. Such an environment is known as a sexualized environment. A sexualized work environment is one in which the behaviors, dress, and speech of either staff and/or youth create a sexually charged workplace.

While youth can contribute to a sexualized environment, staff and volunteers are ultimately responsible for modeling appropriately.

### **Indicators of a Sexualized Work Environment**

- Over-familiarity between staff and youth.
- Staff/Staff relationships are unprofessional.
- Staff off-duty conduct impacts on-duty work.
- Everything comes back to "sex".
- Inappropriate dress.

### **Strategies to Prevent a Sexualized Work Environment**

Adhere to the zero tolerance policy of all inappropriate sexual conduct. This includes jokes, put-downs, slang and name calling, and of course, any sexual contact. Eliminate any appearances of permissive behavior or favoritism.



Always remember that no interactions are overlooked by the youth. Do not discuss your personal relationships or nightlife with or around the youth. Maintain a professional relationship with youth and avoid the appearance of over familiarity. Strictly enforce rules regarding personal boundaries, dress and touching. Don't watch youth unnecessarily when they are in various states of undress. Remove any and all inappropriate materials from staff bulletin boards and break rooms.

### **Red Flags of Staff Sexual Misconduct**

Staff showing favoritism or intervening for a particular youth.

Staff confronting other staff about a youth.

Sexual or personal banter between staff and staff or staff and youth such as horse playing or inappropriate jokes.

Drastic change in behavior or appearance of a youth or staff.

Youth/staff rumors.

Staff bringing in large amounts of food, soda or snacks or sharing such with a certain youth.

Overheard conversations between staff and youth which are sexualized in nature or refers to physical attributes of staff or youth.

Staff becoming over-involved with the youth's family, legal issues or other aspects of their personal life.

Staff accessing files, logbooks, etc... when not related to their own cases or shifts.

Staff with a "special" relationship with a particular youth.

Staff spending an unexplainable amount of time with a particular youth.

Staff taking youth out of their dorms at unusual times.

Youth pregnancy or diagnosis of a sexually transmitted disease (STD).



### **Review of Vulnerable Youth Characteristics**

**Size** - Smaller youth often considered vulnerable.

**Peers** - Those who are loners, aren't in a gang or tend to hang out with other "vulnerable" youth may be targeted.

**Age** - Younger youth are often taken advantage of by older, more sophisticated youth.

**Sight or hearing impaired** - Such youth may be taunted or preyed upon by other youth.

**Physical disabilities** - Such youth may be taunted, preyed upon, or considered unable to defend themselves.

**Limited English Proficiency** - Such youth may have a limited ability to communicate to staff and may be unwilling or unable to report victimization.

**Sexual orientation or gender identity** - Lesbian, gay, bisexual and transgender youth, (or those perceived as such) are often uniquely vulnerable.

**Mental/emotional stability** - Youth considered mentally or emotionally unstable, often stigmatized or taken advantage of.

**Maturity** - Youth who are developmentally immature may be taken advantage of by more sophisticated youth.

**Prior victimization** - Youth who have suffered abuse and trauma may have behavioral and emotional issues that make them vulnerable.

**Number of months or years in lock-up** - Youth who are new to the system may be taken advantage of; other youth gain status from "knowing the ropes" and/or are respected by other youth for being locked-up a long time.

**Shy, timid or low self-esteem** - Youth with these characteristics may be perceived as "weak" or not likely to stick up for themselves or tell.

**Extortion** - Youth who have been extorted previously are often susceptible to being extorted again by others (ex. forced to perform sexual favors for protection).

**Disliked by staff** - If youth perceive that a certain youth is disliked by staff they may feel it is acceptable to victimize the youth.

## Common Characteristics of Youth Perpetrators

In addition to characteristics which place youth at risk of victimization, recent research has identified some common characteristics of youth who do "prey" upon other youth within the system, often identified as "aggressive" youth.

Characteristics of potential perpetrators include:

Prior incarceration

Street Smart and/or gang affiliation

May have prior history of committing sexual violence

Has a history of engaging in violence and disregarding the rights of others

May exhibit voyeuristic/exhibitionistic behavior

Try to control dorm through threats, intimidation and fear: Often, the aggressor is known by other youth, so look for changes in group behavior when a particular youth is present. Also, the aggressor may use strong arm tactics that is often preceded with verbal harassment. So, address all verbal harassment!

Subtle intimidation in the showers, school, during meals or elsewhere

May try to trap potential victim by making loans, sharing food, etc...: Aggressors often begin to trap their victims by being friendly initially; so, NEVER assume that two youth are "friends" or are romantically involved and "just had a falling out" or had a so-called "lovers quarrel" when one of the youth complains about the other at a later time, especially if the one complaining is a newer youth to the facility.

### **Signs of Possible Sexual Abuse**

When youth fear or experience a sexual assault, there are several reactions staff can identify that will let us know what is happening. These include:

Withdrawing or isolating themselves

Development of depression or hopelessness—unexplained tearfulness or crying

Developing anxiety, fear or paranoia

Developing suicidal thoughts or feelings

Self-abuse or suicidal behaviors

Refusal to shower, eat or be in less supervised areas

Increase in medical complaints and questions – particularly concerns regarding sexually transmitted diseases

Gain or loss of substantial weight

If you notice any of these signs, speak with the youth and report it!

### **Ways to Prevent Sexual Assault of Youth**

Know and enforce rules regarding sexual conduct - adhere to zero tolerance.

Be professional at all times and adhere to a code of professional and personal ethics.

Maintain professional boundaries by being fair, firm and consistent.

Avoid being alone with youth in 1:1 situations.

Respect the youth's privacy when changing clothes, taking showers or using the bathroom. While a certain level of supervision is necessary at all times, do not stare at youth or watch them unnecessarily while they are undressed.

Assume all reports of sexual misconduct are credible.

Identify characteristics of victims and predators, and use this information in housing placement and daily supervision. GAP.380.8524 Assessment for Safe Housing addresses requirements for identifying vulnerable youth and youth who may pose a threat to others in order to make safe housing assignments.

Ask regularly about the youth's adjustment to the facility and whether they are having any problems.

Inform youth and their families as to the facility's policies, including their rights within the facility, the specific reporting procedures for sexual assault allegations and what protections youth have against retaliation.

Teach youth how to minimize their risk of becoming a victim of sexual abuse. Strategies that may minimize this risk include:

- Knowing their rights under state and federal law; youth receive a brochure at the orientation unit which explains their basic rights, the zero tolerance policy, how to file a grievance and how to contact the abuse hotline; zero tolerance and abuse hotline posters are also posted throughout every facility
- Letting staff know if they are being threatened or bullied by other youth
- Staying in staff's sight at all times
- Avoiding doing favors for others and trading things as this could lead to them being forced to provide sexual favors
- Avoiding peers who are aggressive and intimidating
- Reporting all abuse or suspected abuse using any method that makes them comfortable such as telling a JCO, Case Manager, Nurse or family member. They call also call the toll-free abuse hotline number or file a grievance.

Model appropriate behavior both within and outside of the facility.

Immediately report any prior relationships or connections with new/current youth. Follow your intuition when noticing "red flags".

Even as a volunteer or service provider you can practice effective supervision. You must have your eyes and ears open at all times. Observe carefully and draw inferences about what is going on.

When in doubt of what to do in a situation involving yourself or others, consult your supervisor or facility management.

### Handling Disclosures from Youth

As a volunteer, a youth may disclose to you that he/she has been sexually assaulted either by staff or another youth. You are required to immediately report the allegation. In addition, the way you conduct yourself after a youth has made such a disclosure is very important.

Volunteers are not expected to provide counseling; specially trained mental health professionals should counsel sexual assault victims. However, you may be the first person the youth confides in, and if you do not respond appropriately, you can emotionally harm the youth even further.

Here are some tips on how to respond:

Ensure that he/she understands the limits of confidentiality (that you must report the allegation), but that information will only be shared with others on a need-to-know basis.

Be sensitive, supportive and affirming.

Don't question them about whether they fought back, screamed, gave in, or why they didn't report it sooner. Remember that he/she is the victim.

Ask the youth if they are hurt, bleeding, etc. If the assault just happened, get them medical attention right away. In addition to addressing their health needs, an exam can be performed to collect evidence.

Listen carefully and validate the youth's feelings.

Don't dismiss, downplay or cast doubt.

Don't bombard the youth with questions to satisfy your curiosity. Questions will come as part of the investigation.

Suspend judgments about the youth based on your own beliefs (ex. she brought it on herself, he's gay anyway).

Express concern for his/her safety, and take seriously any reported threats of intimidation or violence. Immediately contact the supervisor if need to be taken to protect the youth from other youth or from a staff person.



steps

If a youth makes a threat of self harm, immediately contact the supervisor on duty and take appropriate steps to ensure the youth's safety.

Document the youth's report, but don't ask the youth to repeat things over and over.

Officially report the allegation by calling the Incident Reporting Center (IRC) with the TJJJ Office of Inspector General. You will get a tracking number. Submit a written report to the Chief Local Administrator (CLA) with the tracking number.

### **Sexual Harassment and Discrimination**

The Texas Juvenile Justice Department has established procedures to provide a safe, professional, and pleasant work environment for staff, volunteers and service providers as well. Intimidating, offensive, or harassing sexual conduct interferes with our work and our services to the youth and the public. All inappropriate sexual conduct is strictly prohibited and will not be tolerated.

This rule applies to employees, volunteers, contractors, delivery persons, vendors, and any other person having contact or doing business with TJJJ.

TJJJ is an equal opportunity employer and strives to provide a work environment free from discrimination based on race, color, religion, sex/gender (including sexual harassment), national origin, age, disability, or genetic information. TJJJ managers and supervisors are responsible for basing all employment-related decisions on job-related, non-discriminatory factors, and for complying with all laws that apply to the employment relationship. TJJJ employees, volunteers and service providers are responsible for refraining from discrimination or harassment on the basis of race, color, religion, sex, age, or disability, and for promptly reporting any violations of this policy.



### **Procedures for Reporting**

Any employee or volunteer who feels that they have been subject to inappropriate sexual conduct must report it immediately. Any employee, volunteer or service provider who observes or learns about inappropriate sexual conduct directed toward another employee or volunteer must report it immediately. This includes conduct by an individual who is not a TJJJ employee, such as customers, volunteers, contract personnel, consultants, vendors, and service and delivery persons.

Immediately report any inappropriate sexual conduct to your immediate supervisor, the community relations coordinator, the superintendent, or the chief of complaints resolution in central office. If one of the persons listed above is alleged to have engaged in the behavior, report such conduct to one of the other listed person.

## Stopping Sexual Harassment in Correctional Facilities

Sexual Harassment is a form of employment discrimination based on sex which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and the Texas Commission on Human Rights Act, as amended. The United States Equal Employment Opportunity Commission has issued guidelines defining sexual harassment.

Sexual Harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,  
submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual , or  
such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile or offensive working environment.

Harassment by a member of the same sex is sexual harassment.

Some of the common reasons people hesitate to talk about sexual harassment are because they:

are very embarrassed and don't want to talk about it with anyone  
fear nothing will happen or the complaint won't be taken seriously  
fear reprisal from the harasser, especially if the harasser is in management  
may be concerned about receiving a label of troublemaker  
are afraid of being fired, demoted or passed over for promotion  
blame themselves  
are told to be woman or man enough to handle it themselves  
don't want to get anyone in trouble  
are reluctant to talk to someone because no one else seems to mind the harasser's behavior  
quit instead of talk about it, or they do not know who or how to talk about it.

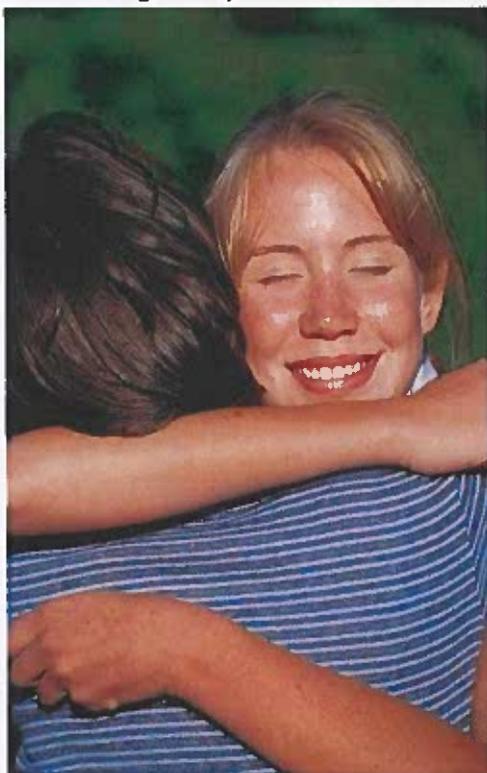


## Workforce Behaviors to Watch For

Verbal & Non-verbal Examples:

unwanted pressure for sexual favors  
unwanted letters, calls or materials of a sexual nature  
unwanted pressure for dates  
unwanted sexual teasing, jokes, remarks, questions or stories  
referring to an employee/volunteer as a girl hunk, doll, honey, etc.  
whistling at someone  
cat calls  
making kissing sounds, howling, smacking lips  
sexual comments/compliments about a person's clothing, anatomy or looks  
turning work discussion to sexual topics

personal questions about social or sexual life  
telling lies or spreading rumors about a person's personal sex life  
using racial epithets or telling race-based jokes  
using stereotypes  
making sexual comments or innuendoes  
asking about sexual fantasies, preferences, or history  
unwanted sexual looks or gestures  
looking a person up and down (elevator eyes)  
staring at someone  
facial expressions, winking, throwing kisses, or licking lips  
sexual gestures with hands or body movements  
giving personal gifts  
displaying sexually suggestive items or items that tend to alienate or discriminate against persons of other ethnicities, race, color, or national origin



**Physical Examples:**  
unwanted deliberate touching or blocking  
unsolicited neck/back massage  
giving personal items or a sexual nature  
standing close or brushing up against a person  
following a person  
hugging, kissing, patting, or "footsie"  
invading a person's body space  
granting job favors to those who participate in consensual sexual activity  
blocking a person's path  
following a person around  
actual or attempted rape or sexual assault

### **How to Protect Yourself against Charges of Sexual Harassment**

conduct yourself in a mature, responsible manner

keep your hands to yourself  
do not talk about sex on the job  
keep compliments casual and impersonal  
avoid jokes, words, phrases and gestures with sexual meanings  
assume that friendly people are only friendly  
respect a person's personal space  
do not respond to flirting or suggestive behavior  
do not let someone's "come on" make trouble for you

## **How to Minimize Your Chances of Being Sexually Harassed**

know your rights

conduct yourself in a mature, responsible manner

if approached, make your refusal calm, unmistakable, impersonal, and final. BE

**ASSERTIVE**

immediately report all instances of sexual harassment

Illegal employment discrimination based on sex occurs when the sexual conduct of verbal or physical nature results in:

victim losing a tangible benefit (Quid Pro Quo)

conduct interferes with the victim's ability to perform the job; or

conduct creates a hostile or intimidating work environment for the victim. (when the unwelcome sexual conduct only creates a hostile or intimidating work environment it must be pervasive depending on the severity of the conduct).

Remember:

1. Consent doesn't guarantee that the behavior is welcome
2. Behavior welcome from one person, is not necessarily welcome from another
3. Behavior that was welcome once may not be welcome now

**Prison Rape Elimination Act (PREA) and Preventing Sexual  
Misconduct Overview for Service Providers**

**Acknowledgment Form**

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), I certify and acknowledge that I have read and understood the contents of this PREA Service Provider's Information packet (**Exhibit A**) 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.

**For the Service Provider:**



Signature

Dr. M. Veronica Kortan, Interim Superintendent

Printed Name

6/13/2023  
Date