

**TEXAS WORKFORCE COMMISSION
MEMORANDUM OF UNDERSTANDING
NONFINANCIAL AGREEMENT**

		TWC Contract Number	2907NFA006
TITLE	Project Reintegration of Offenders (Project RIO)		
Party #1 Information			
Name	Texas Department of Criminal Justice	Contact	Brad Livingston
Mailing Address	PO Box 13084	Contact Title	Executive Director
City/State/Zip	Austin, TX 78778	Telephone Number	(512) 463-9776
Party #2 Information			
Name	Texas Workforce Commission	Contact	Nicole Verver
Mailing Address	101 East 15th Street	Contact Title	Director, Workforce Policy
City/State/Zip	Austin, TX 78778	Telephone Number	(512) 936-3160
Party #3 Information			
Name	Texas Youth Commission	Contact	Connie Simon
Mailing Address	PO Box 4260	Contact Title	Workforce Development Manager
City/State/Zip	Austin, TX 78765	Telephone Number	(512) 424-6091
Party #4 Information			
Name	Windham School District	Contact	Bob Evans
Mailing Address	PO Box 40	Contact Title	Director, Continuing Education
City/State/Zip	Huntsville, TX 77342	Telephone	(936) 291-5179
Agreement Period			
Begin Date: June 14, 2007		End Date: August 31, 2010	
Purpose			
To provide a delineation of responsibilities related to the administration and operation of Project RIO. This Non-Financial Agreement (Agreement) is developed with the intent to coincide with all contracts, strategic plans, policies, or agreements that affect the structure and scope of the Project RIO program.			
Agreement Approval			
This Agreement is contingent on all Parties' acceptance of and compliance with the terms and conditions of this Agreement and any referenced attachments.			
Each person signing this Agreement on behalf of the Agency and the other Parties hereby warrants that he or she has been fully authorized by his or her organization to:			
<ul style="list-style-type: none"> ▪ execute this agreement on behalf of the organization; and ▪ validly and legally bind the organization to all of the terms, performances, and provisions of this Agreement. 			
Texas Department of Criminal Justice:		Texas Workforce Commission:	
_____		_____	
Brad Livingston, Executive Director	Date	Larry E. Temple, Executive Director	Date
Texas Department of Criminal Justice		Texas Workforce Commission	
Texas Youth Commission:		Windham School District:	
_____		_____	
Ed Owens, Interim Executive Director	Date	Debra Roberts, Superintendent	Date
Texas Youth Commission		Windham School District	

**TEXAS WORKFORCE COMMISSION
MEMORANDUM OF UNDERSTANDING
AGREEMENT TERMS AND CONDITIONS**

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GENERAL TERMS AND CONDITIONS

SECTION 1 - LEGAL AUTHORITY AND PARTIES

This Agreement is undertaken through the authority granted by the Interagency Cooperation Act (Section 771.001, et seq., Texas Government Code).

The Texas Department of Criminal Justice (TDCJ) manages offenders in state prisons, state jails, and private correctional facilities that contract with TDCJ. TDCJ also provides funding and certain oversight of community supervision (previously known as adult probation) and is responsible for the supervision of offenders released from prison on parole or mandatory supervision.

The Texas Workforce Commission (TWC) is responsible for administering an integrated workforce development system, including job training, employment, employment-related educational programs, and the Unemployment Insurance program, under the authority of Section 302.021, Texas Labor Code.

The Texas Youth Commission (TYC) is the state's juvenile corrections agency, providing for the care, custody, rehabilitation, and reestablishment in society of Texas' most chronically delinquent or serious juvenile offenders. Texas judges commit these youths to TYC mostly for felony-level offenses that occurred when the youths were at least age 10 and less than age 17. TYC can maintain jurisdiction over these offenders until their twenty-first birthdays.

The Windham School District's (WSD) mission is to provide appropriate educational programming and services to meet the needs of the eligible offender population in TDCJ and reduce recidivism by assisting offenders in becoming responsible, productive members of their communities.

SECTION 2 - PURPOSE

This Agreement sets forth the responsibilities and obligations of the signatory agencies with respect to the provision of Project RIO services. This Agreement is intended to address the requirements of Sections 306.004 and 306.005 of the Labor Code and Section 501.095 of the Government Code.

SECTION 3 - PERFORMANCE

All Parties agree to the provisions, performance, and commitments established within Attachment A - Statement of Work. Such performance shall be provided in compliance with:

- all applicable federal and state laws, regulations, and rules;
- all agency policies and procedures or guidance manuals incorporated within this Agreement herein by specific reference in Attachment A; and
- the terms and conditions of this Agreement.

All Parties agree that Confidentiality Agreements, as shown in Attachment B, will be executed as referenced in Section II (O) of Attachment A.

SECTION 4 - AMENDMENT AND TERMINATION

- 4.1 This Agreement, notwithstanding Interagency Cooperation Contract, TWC #2907RIO000/TDCJ #69-6WS-7-7-A0128 and the local operating agreements referenced in Section V.B of Attachment A, is the entire agreement between the Parties, relating to the purpose stated in Section 2 of this Agreement. All oral or written agreements between the Parties hereto relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained herein.
- 4.2 Any alterations, additions, or deletions to the terms of this Agreement required by changes in federal or state law or by regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.
- 4.3 After a period of no less than 30 days subsequent to written notice (unless more rapid implementation is required by law), such formal directives shall have the effect of qualifying the terms of this Agreement and shall be binding upon all Parties as if written herein.
- 4.4 Except as specifically provided by Subsections 4.1, 4.2, and 4.3 of this Agreement, any additions, alterations, deletions, or extensions to the terms of this Agreement shall be by amendment hereto in writing and executed by all Parties to this Agreement. Any other attempted changes, including oral modifications, written notices that have not been signed by both Parties, or other modifications of any type, shall be invalid.

- 4.5 If at any time either Party is unable to perform its functions under this Agreement consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Parties to establish a date for resolution of issues.
- 4.6 The activities conducted pursuant to this Agreement shall be reviewed on a bi-annual basis and the Agreement adjusted as may be deemed appropriate by all signatories.
- 4.7 This Agreement may be terminated by 30 days written notice by any Party to all other Parties.

SECTION 5 - FINANCIAL

The Parties to this Agreement assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. No property or other legal rights shall accrue or otherwise develop by virtue of the Parties entering into this Agreement.

ATTACHMENT A
STATEMENT OF WORK

I. TDCJ agrees to further the goals of Project RIO by:

A. TDCJ, Parole Division, shall:

1. administratively support the provision of Project RIO services through the Specialized Services section of the Parole Division, where policies and procedures supportive of the provision of Project RIO services shall be maintained;
2. assign Project RIO coordinators in each District Parole Office to act as points of contact for Texas Workforce Centers;
3. refer to Texas Workforce Centers all unemployed or underemployed parolees who are available for work, able to work, willing to seek employment, free of symptomatic evidence of substance abuse, free of outstanding warrants, and not in pre-revocation status.
4. monitor the participation of referred parolees to ensure that full use of available services is made;
5. provide parolee-specific information such as TDCJ commitment histories and employment restrictions to Texas Workforce Centers. Such efforts shall include data connectivity and elements stipulated in Section 306.008 of the Texas Labor Code;
6. distribute offender employment documents secured during incarceration by TDCJ-Criminal Institutions Division (CID) and the WSD where the point of release is the Gatesville or Huntsville Unit;
7. maintain and administer security agreements related to TDCJ access and use of The Workforce Information System of Texas (TWIST) and WorkInTexas.com; and
8. assist with the process for documenting and reporting if an ex-offender is placed in a job related to TDCJ training and employment retention.

B. TDCJ, Community Justice Assistance Division, shall:

1. encourage the referral of qualified offenders on community supervision to Project RIO, and ensure that those persons actively participate and fully avail themselves of the services available; and
2. educate local community supervision and corrections departments (CSCD) concerning the existence, eligibility criteria, and benefits of Project RIO services.

C. TDCJ, Manufacturing and Logistics (M&L) Division, shall:

1. provide a work program designed to provide offenders with marketable skills and work ethic. This undertaking will help reduce recidivism through a coordinated program of:

- a. job skills training – Vocational completers of the WSD and/or local community colleges will be placed in M&L jobs as applicable to gain work experience in their trade of training. Offenders meeting program requirements shall also be enrolled in the Work Against Recidivism (WAR) program. Job skills training and related work experience shall be provided to all M&L program participants; and
 - b. documentation of work history – A WAR employment sheet shall be completed for each WAR program participant upon release to document job skills training, work history, and performance evaluation of the offender.
2. convey to TWC’s TWIST automated system a data set reflecting participation in M&L and WAR services provided and other elements stipulated in Section 306.008 of the Texas Labor Code.

II. TWC agrees to further the goals of Project RIO by:

- A. administratively supporting the provision of Project RIO service provision through TWC’s Workforce Development Division and developing and maintaining policies governing service provision in Title 40, Texas Administrative Code, Chapter 847;
- B. allocating available Project RIO resources to Local Workforce Development Boards (Boards) to support the provision of services to ex-offenders and adjudicated youth through Texas Workforce Centers;
- C. supporting Texas Workforce Centers designed to provide employment and training services to ex-offenders and adjudicated youth who are:
 1. adults who were sentenced to a TDCJ correctional facility and are:
 - a. within one year after their release from incarceration; or
 - b. currently under parole supervision by TDCJ, or within one year of completion of their term of supervision
 2. adjudicated youth ages 16 through 21 who were formerly confined in a TYC correctional facility.
- D. encouraging Boards to prioritize the referral of Project RIO customers to employment related to their skills, training, and/or experience acquired while incarcerated;
- E. maintaining a system for continuance of services where a Project RIO customer has a need for post-employment support or where employment is secured in a job unrelated to training received during incarceration and/or the goals established in the Individual Employment Plan (IEP);
- F. providing oversight, technical assistance, and support to Boards in furtherance of services to the eligible ex-offender and adjudicated youth populations;

- G. maintaining previously established linkages and establishing new linkages with local service providers and resources, including faith based and community organizations;
- H. providing training support to TDCJ, TYC, Boards, Texas Workforce Center personnel, and designated CSCD staff at designated local sites;
- I. annually gathering and documenting follow-up information on a designated sample of participants in Project RIO;
- J. coordinating joint efforts with staff from the various agencies in educating the public as to the goals, progress, and results of Project RIO;
- K. coordinating and participating in the promotion of eligible ex-offenders' use of Project RIO;
- L. providing reports and/or data access available through TWIST and WorkInTexas.com to TDCJ, TYC, and WSD reflecting the status of program participants and completers;
- M. providing TDCJ and TYC staff and offenders with current information regarding the locations and services offered in Texas Workforce Centers;
- N. assisting with the process for documenting and reporting if an ex-offender is placed in a job related to TDCJ or TYC training and employment retention;
- O. ensuring that any information received from TYC regarding current or former TYC youth will be protected as confidential under Section 58.005 of the Texas Family Code. In furtherance of this assurance, TWC will require that all Texas Workforce Center staff accessing TYC information execute a Confidentiality Agreement. A copy of the Confidentiality Agreement is included as Attachment B to this Agreement; and
- P. maintaining security agreements related to the release of criminal histories generated from the Criminal Justice Information System.

III. TYC shall further the goals of Project RIO by:

- A. organizing and administering prerelease Project RIO services within the Education Department of the TYC's Rehabilitation Division. Policies and procedures for prerelease Project RIO services shall be established and maintained within TYC's Education Department. Project RIO staff located in secure facilities will be under the direct daily supervision of the TYC campus principals. Program Supervision is provided by TYC Central Office Workforce Development Programs staff.
- B. stationing Project RIO staff in TYC-secure facilities, to the extent that resources permit, for the purpose of providing prerelease Project RIO services to adjudicated youth designed to equip them with the knowledge, skills, and attitudes necessary to successfully reintegrate into society and the labor market;
- C. providing prerelease Project RIO services to adjudicated youth, ages 16-21, with appropriate security status, who elect to participate.

- D. providing a TYC Project RIO institutional component concerned with the provision of reentry services to adjudicated youth. Service provision generally will be focused on the last six months of confinement and will include:
1. outreach, recruitment, and orientation of adjudicated youth;
 2. assessment to determine academic and vocational interests, aptitudes, and needs;
 3. workforce development counseling, career exploration, and the provision of labor market information specific to the adjudicated youths' reentry community;
 4. development of an IEP detailing specific vocational goals and the academic and vocational training, work experience, and reentry elements to achieve goals;
 5. referral to available work assignments or Prison Industry Enhancement (PIE) employment opportunities that further goals established in an adjudicated youth's IEP;
 6. assistance in securing and compiling documents necessary to secure and retain employment to include such items as Texas Department of Public Safety driver license and identification cards, birth certificates, Social Security cards, and academic and vocational training certificates. Documents secured during confinement will be provided by TYC to an adjudicated youth at the point of release;
 7. post-release referral of adjudicated youth who are in need of workforce services by TYC's Community Services Division.
 8. exit interviews with releasing adjudicated youth to finalize reentry plans and ensure awareness and access to post-release Project RIO services;
- E. providing a TYC Project RIO institutional component concerning the provision of academic and vocational assessment, workforce development counseling, and workforce development training services to adjudicated youth while committed to TYC facilities;
- F. providing client-specific information such as offense histories and employment restrictions to Project RIO personnel, in accordance with existing Texas statutes and TYC administrative policies;
- G. compiling and transmitting to TWC a data set reflecting the adjudicated youth's IEP, services provided during confinement, and parole referral information, as established by Section 306.008 of the Texas Labor Code;
- H. promoting the use of post-release Project RIO services by adjudicated youth through orientation and information sessions conducted within the institutional component, as well as parole and transitional placement facilities;
- I. maintaining and administering security agreements related to TYC access and use of TWIST and WorkInTexas.com;
- J. referring by the TYC Parole Division of all unemployed or underemployed adjudicated youth who are under the supervision of the TYC;
- K. monitoring adjudicated youths' Project RIO participation to ensure that full use is made of all of services; and

- L. providing adjudicated youths with information regarding programs and services available through TWC and Texas Workforce Centers including the Work Opportunity Tax Credit and fidelity bonding.

IV. WSD agrees to further the goals of Project RIO by:

- A. organizing and administering prerelease Project RIO services within WSD. Project RIO staff shall be under the direct daily supervision of unit WSD principals. Policies and procedures for prerelease Project RIO services shall be established and maintained within WSD's Continuing Education Division;
- B. stationing Project RIO staff in CID facilities, to the extent that resources permit, for the purpose of providing prerelease Project RIO services to offenders designed to equip them with the knowledge, skills, and attitudes necessary to successfully reintegrate into society and the labor market;
- C. providing Project RIO services to eligible offenders who elect to participate. Eligibility shall be based upon the following criteria:
 - 1. Must have an appropriate offender classification status;
 - 2. Must be willing to participate and work on assigned tasks to relieve barriers to employment, and any requirements listed on the Individual Treatment Plans;
 - 3. Must plan to reside in the state of Texas;
 - 4. Must not have a verified Immigration and Customs Enforcement (ICE) or felony detainer; and
 - 5. Must be within appropriate priority levels as established by Project RIO program guidelines.
- D. providing offenders with timely and appropriate reentry services, including:
 - 1. outreach, recruitment, and orientation of offenders;
 - 2. assessment activities to determine academic and occupational interest and aptitudes and work histories;
 - 3. career exploration counseling and provision of labor market information specific to the offenders' reentry into the community;
 - 4. development of an IEP detailing the specific academic and vocational training, work experience, and reentry elements necessary to achieve the offenders' occupational goals;
 - 5. assisting offenders with completion of a WorkInTexas.com employment application;
 - 6. referral and enrollment into academic, vocational, life skills, and behavioral training opportunities available through WSD and local community colleges and universities;
 - 7. assistance in obtaining and compiling documents necessary to secure and retain employment, including such items as driver licenses, birth certificates, Social Security cards, DD214's, Selective Service, and academic and vocational training certificates;
 - 8. career fairs to familiarize offenders with community resources, employer expectations and, where possible, in-unit employer recruitment;
 - 9. quarterly interviews with participating offenders to case manage progress towards achieving IEP goals;

10. exit interviews with releasing offenders to finalize reentry plans and ensure awareness and access to post-release Project RIO services;
 11. distribution of offenders' employment documents secured during incarceration, where the point of release is other than the Gatesville Unit or Huntsville Unit; and
 12. conveying to TWC's TWIST automated system a data set reflecting prerelease services provided and other elements stipulated in Section 306.008 of the Texas Labor Code.
- E. maintaining and administering security agreements related to WSD access and use of TWIST and WorkInTexas.com; and
- F. providing offenders with information regarding programs and services available through TWC and the Texas Workforce Centers, including the Work Opportunity Tax Credit and Fidelity Bonding.

V. The Parties mutually agree to:

- A. jointly pursue the goals, strategies, and action steps specified in the Project RIO Strategic Plan; and
- B. facilitate the development of local operating agreements with Boards to implement this agreement.

ATTACHMENT B

CONFIDENTIALITY AGREEMENT RELATING TO RELEASE OF INFORMATION UNDER SECTION 58.005, TEXAS FAMILY CODE

STATE OF TEXAS) (

) (

COUNTY OF _____) (

AFFIDAVIT

Before me, the undersigned authority, personally appeared _____ known to me to be the person whose name is subscribed to the following instrument, and having been by me first duly sworn, upon his or her oath deposes and stated the following:

My name is _____. I am over the age of 18 and a resident of _____ County, Texas. I am employed at _____ my position _____.

I request that the following confidential information to be released to me by the Texas Youth Commission (TYC) pursuant to Texas Family Code Section 58.005(a)(5):

- Adjudication History
• Texas Youth Commission Records/Information related to Vocational and Educational Services
• Parole information relevant to securing employment and/or continuance of education

I certify that the requested information is to be used for treatment or services to TYC youth only.

I understand that the above-referenced information is confidential and that release of this information to me does not serve to waive or affect the confidentiality of the information for purposes of state or federal law or waive the right to assert exceptions to required disclosure of the information in the future.

The requested information may not be disclosed outside the requesting entity or within the requesting entity for purposes other than the purpose for which it was received. The information shall be marked "CONFIDENTIAL" and kept in a secure place.

Any copies of the information or any notes taken from the information that implicate the confidential nature of the information will be controlled, with all copies or notes that are not destroyed or returned to TYC remaining confidential and subject to the confidentiality agreement.

Signature of Affiant

SWORN TO AND SUBSCRIBED before me on _____, 20 _____.

Notary Public, State of Texas

My Commission Expires: _____