Texas Department of Criminal Justice
Windham School District

Directions for Contracted Personnel Booklet
Revised August 2004
# Table of Contents

I. **Introduction** ........................................... PG 1

II. **Contracted Personnel Requirements** .......... PG 2

   A. Security Clearance .................................. 2
   B. Security Training .................................... 2
   C. Rules and Regulations ................................ 2

III. **Security Requirements** .......................... PG 3

   A. Report of Violations ................................ 3
   B. Contraband ........................................... 3
   C. Trafficking and Trading ............................. 4
   D. Use of Force ......................................... 4
   E. Personal Searches ................................... 4
   F. Personal Property .................................... 5
   G. State Property ........................................ 5
   H. Personal Vehicles .................................... 5
   I. Access to Units ...................................... 5
   J. Student Supervision .................................. 5
   K. Suicide Prevention ................................... 6
   L. Offender Counts ..................................... 6
   M. Relationships With Offenders ...................... 6
   N. Communication With Offenders ..................... 8
      1. Verbal Communication .............................. 8
      2. Non-Verbal Communication ....................... 8
   O. Offender Discipline .................................. 9
   P. Support Service Offenders ........................ 9
      Types of Supervision ................................ 9
   Q. Sensitive Records ................................... 10
   R. Profane/Abusive Language and Racial Slurs ...... 10
   S. Hostage Situations ................................... 10

IV. **Protocol for Contracted Personnel** .......... PG 13

   A. Chain of Command .................................... 13
   B. Employee Relations ................................... 13
   C. Sexual Harassment ................................... 13
   D. Information Release ................................ 14
   E. Contracted Personnel Dress and Grooming ........ 14
      Dress .................................................. 14
      Grooming ............................................. 15
   F. Contracted Personnel Identification .............. 15
   G. Reports ............................................... 16
   H. Research, Publications, and Photographs .......... 16
V. **CLASSROOM MANAGEMENT**

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Instructor Attendance, Class Schedules, and Punctuality</td>
<td>17</td>
</tr>
<tr>
<td>B. Offender Attendance Procedures</td>
<td>17</td>
</tr>
<tr>
<td>1. Academic</td>
<td>17</td>
</tr>
<tr>
<td>2. Vocational</td>
<td>18</td>
</tr>
<tr>
<td>C. Cancelled Classes and Make-Ups</td>
<td>19</td>
</tr>
<tr>
<td>D. Inclement Weather Procedures</td>
<td>19</td>
</tr>
<tr>
<td>E. Housekeeping</td>
<td>19</td>
</tr>
<tr>
<td>F. Safety</td>
<td>19</td>
</tr>
<tr>
<td>1. Safety Policy</td>
<td>19</td>
</tr>
<tr>
<td>2. Shop Safety</td>
<td>19</td>
</tr>
<tr>
<td>3. General Safety</td>
<td>20</td>
</tr>
<tr>
<td>4. Eye Safety</td>
<td>20</td>
</tr>
<tr>
<td>G. Control of Tools/Sensitive Items</td>
<td>20</td>
</tr>
<tr>
<td>Storage</td>
<td>21</td>
</tr>
<tr>
<td>Shadow Boards</td>
<td>21</td>
</tr>
<tr>
<td>Engraving and Color</td>
<td>22</td>
</tr>
<tr>
<td>Accountability and Tool Logs</td>
<td>22</td>
</tr>
<tr>
<td>Missing/Damaged Tools</td>
<td>22</td>
</tr>
<tr>
<td>H. Projects</td>
<td>23</td>
</tr>
<tr>
<td>1. Class Projects</td>
<td>23</td>
</tr>
<tr>
<td>2. Work-Related Projects</td>
<td>24</td>
</tr>
<tr>
<td>3. Projects for Sale</td>
<td>26</td>
</tr>
<tr>
<td>I. Routine Equipment Maintenance</td>
<td>26</td>
</tr>
<tr>
<td>J. Text Books</td>
<td>26</td>
</tr>
<tr>
<td>K. Instructional Use of Videos</td>
<td>26</td>
</tr>
<tr>
<td>L. Supplies</td>
<td>27</td>
</tr>
<tr>
<td>M. Access to Unit Copy Machines</td>
<td>27</td>
</tr>
</tbody>
</table>

VI. **TDCJ PRIVILEGES**

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Dining Rooms</td>
<td>28</td>
</tr>
<tr>
<td>B. Barber, Laundry, and Commissary</td>
<td>28</td>
</tr>
<tr>
<td>C. Craft Shop</td>
<td>28</td>
</tr>
<tr>
<td>D. Vocational Shops</td>
<td>28</td>
</tr>
</tbody>
</table>

VII. **ALLEGATIONS OF CONTRACTUAL OR SECURITY MISCONDUCT FOR COLLEGE PERSONNEL**

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Contract Violations</td>
<td>29</td>
</tr>
<tr>
<td>B. Security Violations</td>
<td>30</td>
</tr>
</tbody>
</table>
APPENDIX A – EXCERPT FROM PD-22
General Rules of Conduct and Disciplinary Action Guidelines for Employees A-1 thru A-11

APPENDIX B – PD-29
Relationships and Sexual Misconduct With Offenders B-1 thru B-6

APPENDIX C –
Windham Attendance Accounting C-1

ATTACHMENT 1 –
TDCJ Non-Employee Background Questionnaire

ATTACHMENT 2 –
Contracted Personnel Process Sheet
I. INTRODUCTION

The mission of the Texas Department of Criminal Justice (TDCJ) is to provide public safety, promote positive change in offender behavior, reintegrate offenders into society, and to assist victims of crime. Therefore, we must all realize that there are established rules, both for offenders and employees, to insure the Agency’s mission is met.

The mission of the Windham School District (WSD) 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. The goals of the WSD shall include educating offenders to:

A. reduce recidivism;
B. reduce the cost of confinement or imprisonment;
C. increase the success of former inmates in obtaining and maintaining employment; and
D. provide an incentive to inmates to behave in positive ways during confinement or imprisonment.

The WSD operates extensive programmatic activities for the offender population using state appropriated and federal funds. The use of these funds comes with certain stipulations, one of which is that the state appropriated money expended on behalf of an offender’s post secondary education will be reimbursed by the offender after his/her release. The WSD administers all offender educational activities in the TDCJ and therefore is responsible for all educational programs and services offered through contractual agreement.

Personnel who are employed by other agencies play a major role through contractual agreement in many of the educational programs and services offered by Windham and the TDCJ. It is essential that these programs and services operate within the contractual agreement, and that they operate in a manner to conform to the unique situation of the prison environment. A clear understanding by contracted personnel of what is expected will greatly enhance efficiency and effectiveness in all aspects of the program. For the purpose of this booklet, contracted personnel includes all college faculty and staff, deans, department heads, administrative officers, counselors, advisors, part-time employees, and substitute teachers.

Contracted personnel shall abide by and adhere to all applicable policies, guidelines, and directives referenced and/or contained in the Interlocal or Interagency Contract, Guidelines for Continuing Education manual, and the Directions for Contracted Personnel booklet. If the contracted personnel has any question regarding policies or procedures, he/she should ask the WSD principal. The following Directions for Contracted Personnel booklet (which includes the Agency’s Employee General Rules of Conduct, Executive Directive PD-22) was developed in order to inform contracted personnel about WSD/TDCJ policy and expected conduct.
Field Service Worker – an offender who has been assigned to agriculture work in a support capacity. SSI Field Service Worker job functions must be performed under direct or indirect supervision, depending upon their custody level, work location, tasks, etc.

Turnkey – an offender who opens and closes doors, gates or similar barriers at the direction or instruction of a staff member. SSI Turnkey job functions must be performed under direct or indirect supervision, as deemed appropriate.

Q. SENSITIVE RECORDS

A document, record, or information relating to a particular offender is considered "sensitive" if it relates to his/her medical, psychiatric, or psychological condition or treatment, criminal history, current offense, education attainment, intelligence quotient, trust fund account, social history, known enemies, disciplinary record, next of kin, or home address.

Offenders shall not be allowed access to sensitive records of other offenders. Some sensitive records commonly used in the Education Department which offenders may not have access to include, but are not limited to:

1. Education test scores (TABE, THEA, IQ, transcripts, and grades).
2. Student progress records.
3. Social security numbers.
4. Date or place of birth.
5. Unit print-outs or microfiche.
6. Special education records.
7. Individual lesson plans.

Additionally, offenders may not have access to any employee records.

R. PROFANE/ABUSIVE LANGUAGE OR RACIAL SLURS

The use of profanity, abusive language, or racial slurs by WSD/TDCJ employees, contracted personnel, or offenders is prohibited.

S. HOSTAGE SITUATIONS

The possibility of a hostage situation exists in any prison setting. There are no guarantees, but after researching thousands of incidents throughout the world, guidelines such as the following have kept many people alive.

1. Do not be a hero. Accept your situation and be prepared to wait for rescue. Any
drastic action on the part of the victim might bring immediate violent action from the captor. Time is really an ally, not an enemy.

2. The first 15 to 45 minutes are the most dangerous for all concerned. The captor is going through a highly emotional state during his initial confrontation with the authorities. He is in a fight-or-flight reaction state and may strike out at this time. Follow the instructions of your captor; do not hesitate. It is not like prisoner-of-war situations where you only give your name, rank, and serial number; you are trying to stay alive. After the initial shock of the confrontation subsides, the captor is better able to handle his own emotions and recognize his position. After a period of as little as 10 minutes, the phenomenon of transference, or Stockholm Syndrome, can start to develop, and under this influence, he is less likely to harm you. You will not be able to avoid it; it is natural, and it is what has kept many hostages alive.

3. Do not speak unless spoken to and then only when necessary. The captor will undoubtedly be in an agitated state and may not want any additional stimuli or conversation. If and when he does start talking, try not to appear hostile; do not be overly friendly or phony.

4. Try to rest. As soon as things settle down, try to get as much rest as possible without turning your back on your captor. Sit down, if permitted, and even try to doze off, if you can. (As unlikely as it seems, the negotiators have had to wake up hostages to release them.) Many hostage incidents have ended when the perpetrator falls asleep and the hostage just walks out. Remember his anxiety will be high and he will be very perceptive, maybe even prone to perceive more than what is there. He may be able to fend off sleep for a long period of time, but eventually he will become both physically and psychologically exhausted.

5. Do not make suggestions. If you make a suggestion to the captor, and he uses it and it goes wrong, he may think you planned it and are trying to trick him. You may cause him to start to develop negative transference identifying you as his enemy instead of just a bystander caught in the middle, which we do not want.

6. Escape: Should you or shouldn't you? Do not try to escape unless you are absolutely sure that you will be successful, and even then, rethink it. If you are recaptured, the captor might use violence to "teach others a lesson."

7. Special medication or aid: If anyone, including you, needs any special medical attention, inform your captor. Chances are, he does not want anyone to die on his hands, or he would not have taken hostages in the first place. Be matter-of-fact about it and wait for the response, but do not pester him about it.

8. Be observant. You may be released or escape and can help the authorities. Try to remember everything that you see and hear. Memorize things about the captor, his description and conversations. What name does he use, and if more than one captor, how do they refer to one another? What kind of weapons and other equipment do they have? What precipitated the take-over? Where are the hostages being kept? Has a
routine been established in terms of eating and/or sleeping? Try to recall the number and identities or descriptions of the other hostages as well.

9. Do not be argumentative. Do not create agitation with the captor or other hostages; non-cooperative attitudes in the past have brought harm to some hostages. The captor may perceive this as aggression toward him. Get along with the others.

10. Treat the captor like royalty. Do not turn your back on your captor unless ordered to do so, but do not stare at him either. A "down the nose" look may bring a violent reaction. A captor is less likely to harm someone with whom he has eye contact.

11. Be patient and prepared to wait. Even though the authorities may seem to be doing nothing, they are engaged in strategies geared to saving your life and the lives of all involved as soon as is safely possible.

12. When a rescue comes: If you believe a rescue attempt is taking place, or you hear a noise or shooting, drop to the floor and stay down. Keep your hands on your head and do not make any fast moves. If and when you are ordered out, follow directions quickly--again with your hands in the open. Be prepared when greeted by the authorities to be frisked. Their intelligence may be incomplete or incorrect, and you do not want to bring about an erroneous reflex reaction if you balk.
IV. PROTOCOL FOR CONTRACTED PERSONNEL

Because contracted personnel are employees of other agencies, but perform their full-time or part-time duties within TDCJ and depend heavily on the administrative support of WSD and TDCJ employees, it is fundamental that protocol be followed.

A. CHAIN OF COMMAND

1. The unit principal is responsible for all coordination of Windham and college-level education activities, and shall be the initial contact person in the chain of command for all contracted personnel. While working on the unit, all college faculty, staff, counselors and advisors shall report to the principal and comply with all WSD/TDCJ rules and regulations.

2. Any formal meetings involving contracted personnel and unit administrative staff, i.e. Warden, Major, Captain, Maintenance Supervisor, shall not be conducted without notification of the unit principal. The contracted personnel is responsible for contacting the unit principal. If the principal is unavailable, the contracted personnel must contact the WSD Regional Office or the Administrative Office of the Division of Continuing Education, prior to the meeting.

3. Informal meetings such as hallway or officers dining room type encounters with unit administrative staff shall be reported to the unit principal if the meeting involved the operations of the college program or class the contracted personnel is involved with.

4. Contracted personnel vocational instructors must coordinate shop projects through the unit principal. All vocational shop projects must comply with WSD procedures and TDCJ directives, and shall be approved by the unit principal. These directives are:

   AD-7.10 Operation of Career and Technology (CTE) Shops
   AD-7.11 Use of Offender Labor For Community and Public Work Projects
   WSD 8.02-9.3 Class/Work Projects

B. EMPLOYEE RELATIONS

Contracted personnel shall maintain considerate, cooperative, and cordial relations with all WSD and TDCJ employees.

C. SEXUAL HARASSMENT

Contracted personnel should receive some information regarding sexual harassment from their college or university. In addition, WSD/TDCJ has policies and procedures that must
a) An "A" shall be marked on the appropriate line on the roster beside the student name for offenders who are absent from the class meeting.

b) The line is to be left blank beside the name of students who are present.

The determination of absent or present for a student who does not meet the entire class period shall be made by the contracted personnel based on attendance policy set by the servicing college or university.

The completed class roster must be signed legibly by the contracted personnel, certifying its accuracy. The signature must match the printed name. The roster shall be submitted to the unit education department upon the close of each class meeting.

The principal’s secretary shall process the entries on college class rosters into the education department computer.

2. Vocational

The unit principal's office shall provide to the contracted personnel vocational instructors a computer-generated class roster each day the vocational class is scheduled to meet. The line beside each student's name shall be marked with the exact number of hours each student attends class. Minutes are to be rounded to the nearest hour as indicated below:

a) 30 minutes or more shall be counted as an hour,

b) 29 minutes or less shall not be counted.

If a vocational student is absent from class, the line beside the name should be marked with a "0" (zero).

The completed class roster must be signed by the contracted personnel, certifying its accuracy. The roster shall be submitted to the unit education department upon the close of each class meeting. The entries on the class rosters will be processed into the education department computer by the principal's secretary.

In the event the computer should fail to produce a daily Class Roster, the last day’s roster printed should be utilized for additional days. The roster is designed for such use, with additional columns labeled for recording student contact hours and contracted personnel signatures. Special instructions for this contingency are detailed in the handbook WSD Computerized Attendance Accounting Procedures handbook. The principal can also provide further directions regarding this contingency plan.

3. Contracted personnel may recommend to the unit principal that an offender be dropped from the program or class.

4. Drops will only be made by the unit principal.
C. CANCELLED CLASSES AND MAKE-UPS

Classes shall not be cancelled unless absolutely necessary. Cancellations shall be handled through the contracting agency administration and prior notice to the principal is necessary. Lost instructional time should be made up unless unusual circumstances prohibit it. Arrangements for the make-up will be coordinated through the principal.

D. INCLEMENT WEATHER PROCEDURES

In the event the unit warden or designee determines that inclement weather conditions (in accordance with Administrative Directive 10.64, revised 08-03-99) prevent students from attending class because they cannot be moved from one building to another, the following procedures shall be in effect:

1. The principal and unit warden shall determine pre-arranged locations where classes may be held during inclement weather.

2. Contracted personnel are responsible for having emergency lesson plans in order to conduct class at other than the normal location.

3. When the warden or designee determines that inclement weather conditions no longer exist, the students and contracted personnel shall return to the appropriate shop or classroom.

4. Contracted personnel must go through the WSD Principal for appropriate clothing.

E. HOUSEKEEPING

Contracted personnel shall leave their instructional areas in a neat, orderly, and safe condition. Rearranged furniture and equipment must be returned to its original location.

F. SAFETY

1. Safety Policy

Contracted personnel vocational instructors must comply with the safety regulations and procedures specified in TDCJ administrative directives on safety, as well as education department policies on safety.

2. Shop Safety

Shop safety for college vocational programs is a joint responsibility among the college, the unit principal, and the unit safety officer. In shop settings such as a bus barn or mechanical shop, the TDCJ shop supervisors also share a responsibility for safety. Contracted personnel must maintain safety in their shop in a manner that is in compliance with all college, WSD, unit, and other applicable TDCJ safety requirements. Student safety issues and procedures shall be covered by the contracted personnel and shall be included in the course curriculum. Contracted personnel
vocational instructors must ensure that all vocational students sign the student’s Safety Statement Form after passing all required safety tests. A copy of the form will be submitted to the principal’s office for filing.

3. **General Safety**

All contracted personnel must report to the principal any situation, condition, or circumstance they believe to be unsafe. All safety information and subsequent updates relative to a college vocational shop shall be provided to the contracted personnel by the principal. The principal shall inspect the college vocational shop areas on the unit under the same guidelines as a WSD shop. Violations of safety rules and regulations shall be noted.

4. **Eye Safety**

Eye protective devices shall be of industrial quality and worn by every student, contracted personnel, visitor, or other person while engaged in a course involving:

a. Hot metals.

b. Any type of welding.

c. Heat treatment, tempering or kiln firing of any metal or other type materials.

d. Manipulating any solid material by milling, sawing, tuming, cutting, stamping, boring, pounding, feeding, loading or removing.

e. Manipulating any object in any manner that would permit foreign matter to enter the eye.

f. Any situation where chemicals or combination chemical, physical, caustic, explosive chemicals, hot liquids, or hot solids are in use.

G. **CONTROL OF TOOLS/SENSITIVE ITEMS**

The purpose of proper tool control is to establish procedures to ensure strict accountability for all tools utilized in unit/facility operations. There are tools, instruments and implements of all types present in many locations throughout the facility, including shops, industries, kitchens, medical facilities, and barbershops. Any tool or equipment likely to be used in an escape attempt or that poses a threat to unit/facility security should be considered “sensitive”.

Each unit and/or department must establish and strictly enforce procedures to govern the use and storage of tools. Tools that require special attention from employees include:

a. anything designed to cut metal or hard materials;
b. pliers with cutting jaws;
c. bolt cutters;
d. hacksaws and blades;
e. files;
f. portable grinders with discs;
g. torch tips;
h. utility knives;
i. ladders (greater than two (2) feet in height);
j. ropes;
k. other similar equipment.

Storage

1. All tool rooms shall be locked at all times unless an authorized individual is present. The use of a half or “dutch door” is allowed if an authorized individual is present to issue and receive tools. Only offenders assigned to a tool room and authorized personnel shall be permitted access. In the event a unit/facility does not have sufficient space for a tool room, tools shall be locked in a box or other secure container.

2. “Sensitive” tools shall be stored separately under lock and key where offenders do not have access or where there is constant staff observation. These tools shall be issued by a designated employee/contracted personnel for use by offenders that are working under their supervision. No offender assigned to a crew using “sensitive” tools shall be allowed to leave the work area until said tools are accounted for. A thorough inventory of “sensitive” tools shall be maintained. Separate tool logs and tool destruction logs shall also be maintained as directed in AD-03.19, Control of Tools/Sensitive Items.

3. A list of all tools kept in toolboxes and pouches shall be maintained and used to inventory the items. Pouches and portable toolboxes shall be inventoried daily. Larger toolboxes shall be inventoried at least weekly by authorized personnel.

To establish which tools are dangerous, the contracted personnel should use their imagination and ask the following questions:

- Could this item be used to harm or kill someone?
- Could this item be used in an escape attempt or cut bars/fencing?

The safety of contracted personnel will depend upon their ability to recognize and assess potentially threatening devices.

Shadow Boards

Tool rooms shall use shadow boards where possible to provide a quick and accurate method to account for tools during inventories. If space allows, shadow boards shall display one (1) tool per location, outlining the tool. Other tool board configurations are acceptable, provided they offer quick and accurate tool accountability and are approved by the Warden.
Engraving and Color

All tools shall be engraved with a unique numbering system (UNS). The decision to use color-coding is optional and shall be determined by the warden.

Accountability and Tool Logs

To ensure accountability of all tools issued, an ongoing tool log shall be maintained with the following:

1. Date;
2. Requestor’s printed name;
3. Tool description;
4. Unique number of the tool;
5. Time & date of issue/return with signed initials.

Tools shall be turned in at the close of each day or upon the completion of use, whichever comes first. Only on rare occasions should arrangements be made to turn in tools at a time later than the close of each day. Tools used by offenders shall be inventoried or turned in prior to shift changes, meals, sick calls, lay-ins, or other similar offender activities. Tool logs shall be kept for a minimum of twelve (12) months.

Missing/Damaged Tools

1. If a tool is discovered missing, the person to whom the tool is issued is responsible for the immediate verbal notification of the unit principal who is responsible for the tool. The verbal notification shall be followed up with a written report to the principal, submitted no later than the end of the workday, fully detailing the incident (i.e., tool description, circumstances, employee or offender responsible, and other similar information). A copy of that report shall also be submitted to the warden or designee.

2. The principal (having control of the tool) shall be notified in writing of any damaged or broken tools by the end of the workday. Broken or unserviceable tools shall be secured in locked storage and shall be destroyed within one (1) month. Destruction shall be by cutting, breaking, crushing, and other similar methods, and then promptly discarding according to unit/facility procedures. If a tool is destroyed, the following information shall be recorded on a “tool destruction log”:

   - Name of contracted personnel that destroyed tool
   - Witness’s initials
   - Description of tool
   - Date destroyed

Tool destruction logs shall be kept for a minimum of twelve (12) months.

3. The unique number assigned to that tool shall not be used again, unless replaced by a similar tool. The new tool shall be given its own unique number either by adding an
alpha character (a) for the first replacement, (b) for the second replacement, and so on. A totally new number may be assigned.

4. Under no circumstances will any contracted personnel introduce any tool onto the unit/facility that is not issued or controlled by the proper authority.

H. PROJECTS

1. Class Projects

Class projects provide the student with an opportunity to practice skills on “actual work.” All projects must relate directly to the course curriculum and serve as a learning experience for the student and must meet the provisions of TDCJ AD-7.10, Operation of Career and Technology Education (CTE) Shops, and AD-7.11, Use of Offender Labor for Community or Public Work Projects. In addition:

a. Contracted personnel, under the supervision of the principal, may select projects that are appropriate for the written curriculum.

b. The number of projects permitted in a shop is determined by the contracted personnel and/or the principal along with the unit warden/designee. (Space and work stations in shop must be considered.)

c. All projects are undertaken at the owner’s risk. Loss due to theft, fire, vandalism, riot, or other disaster must be assumed by the owner. Neither WSD, the TDCJ, nor its employees, are responsible for accidents, injuries, or debts that may occur because of repair, maintenance and/or service performed by a student.

d. The principal is responsible for maintaining a log of all work requested and performed.

1. A standard sign-up booklet and request form are used system wide and are available by ordering from the WSD Business Office.

2. Contracted personnel shall maintain files on all projects in the CTE shop to include the following:

- Name of the employee or department requesting service;
- Date received and date needed;
- Materials required;
- Name and TDCJ number of the students working on the project;
- Nature of work being done;
- Relationship between project and curriculum skills;
- Date completed.

Refer to AD–7.10, Attachments A, B, & C for copies of required forms.
e. Personal Projects – Class projects are accepted from WSD employees, TDCJ employees, including retirees, and employees of agencies contracting with TDCJ (if the employee works in a TDCJ facility).

f. Eligible participants pay a $5.00 fee for each project. (AD–7.10)

g. The principal is responsible for receiving all requests. The employee requesting services must sign-up with the principal who will enter the project in the logbook.

h. Class projects in excess of $1,000.00 of estimated fair market value require written approval from the Director of Administrative Services, Director of Continuing Education, or WSD Superintendent.

i. The contracted personnel periodically reviews the sign-up booklet for appropriate projects and signs the request form for the project selected.

1. Upon selection, the requesting employee will be notified by the principal of the date and time for delivery of the project;

2. Prior to the time the project is delivered to the shop, the principal collects the $5.00 shop fee, and the requesting employee completes a request form stating specifically those services requested.

   (When the requesting employee delivers the project to the shop area, a copy of the approval form shall be given to the contracted personnel.)

j. All outside selected projects in the shop must be properly tagged with a completed WSD project tag (HD-7102) that contains all appropriate information.

k. A list of materials, parts, and supplies necessary to complete the project is given to the requesting employee (Parts Order Form). It is the responsibility of the requesting employee to deliver the requested items to the contracted personnel within 10 days (AD–7.10). Failure to provide requested parts, materials, etc., results in the project being removed from the shop area. The principal determines when the project is removed.

2. Work-Related Projects

Community and public work projects shall be performed for the convenience, safety, or welfare of the entire community and not the welfare of a specific individual or class of persons. The Agency may partner with eligible non-profit organizations that provide services to the general public and enhance social welfare and the general well being of the community to provide offender labor to those organizations. The projects should serve the clients of the non-profit organizations rather than the administration and must meet the provisions of TDCJ AD-7.10 and AD-7.11.
a. Definitions of entities that are eligible for work related projects as defined in AD-7.11 are:

- "Community and Public Work Project" means a project that utilizes non-paid, TDCJ confined offenders and offenders under Agency supervision, generally from a single unit/facility or Parole Division to provide labor to community-based, eligible non-profit or governmental agencies that serve the community interest or the broader public interest.

- "Governmental Agency" means a subordinate unit of government created to carry out a governmental function or to implement a statute or statutes. Any agency includes a department, board, bureau, commission, court, office, authority, council, or institution.

- "Local Government" means a county, municipality, special district, or other political subdivision of this state or a state that borders this state; or a combination of two (2) or more of these entities.

- "Eligible Non-Profit Organization" means an organization that:

1. Is organized under the Texas Non-Profit Corporation Act or holds a certificate of authority issued under that Act;

2. Is exempt from taxation under Section 501 of the Internal Revenue Code of 1986;

3. Complies with all applicable federal nondiscrimination laws; and

4. Does not use the fruits of offender labor obtained under this directive to conduct litigation, or to make lobbying expenditures that would require the organization to register under the lobby law, Chapter 305, Government Code, if the organization were not an entity exempt from registration under that chapter.

b. The following entities are eligible for services:

1. All WSD and TDCJ departments;

2. Colleges and universities contracting with either WSD or TDCJ;

c. All cost for a department, institution or superintendent approved project exceeding $10.00 for materials, parts, or supplies are assumed by the requesting department, institution or agency.

d. A detailed request must be submitted in writing to the principal.

e. Class projects in excess of $1,000.00 of estimated fair market value require written approval from the Director of Administrative Services, Director of Continuing Education, or WSD Superintendent.
f. The contracted employee provides a list of required parts, supplies, and/or materials to the requesting employee who is responsible for providing the same on a parts order form.

3. Projects for Sale

To supplement the curriculum in some training programs, the contracted personnel, with the approval of the principal, may develop projects that allow students to demonstrate mastery of skills. Upon completions, these projects, if appropriate, may be made available for sale to employees and those entities outlined in AD-7.10 Section VIII.A.

a. Pricing is established by the contracted personnel and approved by the principal, based upon materials and supplies used to complete the project.

b. Funds generated from shop fees and sales are accounted for in accordance with procedures approved by the TDCJ Chief Financial Officer.

I. ROUTINE EQUIPMENT MAINTENANCE

Contracted personnel shall participate in the routine maintenance of WSD and TDCJ equipment. All equipment used in TDCJ programs and owned by a contracting agency must be maintained appropriately and meet all safety requirements.

J. TEXTBOOKS

All contracted personnel must remember all textbooks, related workbooks, and dictionaries are the property of TDCJ and/or the college. It is imperative that the student relinquishes all books by the last class meeting. The books must be returned to the unit principal. If it is noticed that books have been damaged or destroyed, this must be reported by the instructor to the unit principal. Contracted personnel shall help with the distribution and collection of textbooks if requested.

K. INSTRUCTIONAL USE OF VIDEOS

The use of videotapes and other film media can be utilized effectively to supplement instruction in the classroom. The principal must approve all film media prior to use in the classroom. The selection and use of videos shall be guided by the following criteria:

1. The film media is developed and produced for training or educational purposes (i.e., entertainment films are inappropriate).

2. The film media is directly related to attainment of instructional objectives/goals.

3. The film media is appropriate for use in a secure, correctional environment (e.g., does not attempt to stimulate sexual response, does not glorify violence, is not provocative or inflammatory).
4. The film media is appropriate in length for use in an instructional environment (i.e., typically no more than 45 minutes in length).

5. The use of film media must not violate copyright laws.

L. SUPPLIES

Contracted personnel vocational instructors shall order supplies through the unit principal according to the policy established by WSD, unless specified within their Interlocal Contract that contracted personnel vocational instructors may bring supplies onto the unit. Supplies are purchased and distributed by the WSD warehouse operation located in Huntsville. Since purchasing and distribution procedures take several weeks, contracted personnel must plan ahead and order supplies in advance of the date they are needed. The WSD principal shall assist with requisitioning procedures. Additional supplies may be provided to vocational programs by the college, in accordance with contract provisions.

Supplies such as paper, pens, and/or pencils will be provided to academic students by the TDCJ. Contracted personnel shall help distribute these supplies to the students if requested. Any additional supplies brought in for use by academic students that are not already on the proposed course schedule must receive prior approval from the principal.

M. ACCESS TO UNIT COPY MACHINES

Contracted personnel do not have access to unit copy machines. The college must furnish all copying supplies and equipment.
VI. TDCJ PRIVILEGES

Employees of WSD and TDCJ have certain privileges, which may or may not be extended to contracted personnel. Outlined below are some commonly requested privileges.

A. DINING ROOM

Contracted personnel are allowed to eat meals in the employee’s dining room either prior to or after the scheduled class meeting.

B. BARBER, LAUNDRY, AND COMMISSARY

Contracted personnel are not allowed access to these services, including haircuts, shoeshines, laundry, and commissary purchases.

C. CRAFT SHOP

Approved contracted personnel are allowed to enter into a “Contract for Arts and Crafts.” The unit principal shall be the initial contact when requesting these services.

D. VOCATIONAL SHOPS

Approved contracted personnel may have access to vocational shops for personal projects if they work in a TDCJ facility. Windham policy regarding class projects must be followed. The unit principal shall be the initial contact when requesting these services.
VII. ALLEGATIONS OF CONTRACTUAL OR SECURITY MISCONDUCT FOR COLLEGE PERSONNEL

This section applies only to contracted personnel employed by a college or university providing instructional services. Allegations of contractual or security misconduct for college personnel shall be resolved among the contracting agencies.

Definitions:

WSD – Windham School District

TDCJ – Texas Department of Criminal Justice

College – The college or university providing instructional services to TDCJ offenders during any contract period.

Contracted personnel – Any person in the employment of the college or university that is approved on the institution’s contracted personnel list.

A. CONTRACT VIOLATIONS (Other than Security)

In the event the contracted personnel is accused of a TDCJ contract violation other than security, the following provisions apply:

1. Allegations of contract violations shall be reported orally and in writing by the unit principal to the appropriate WSD Regional Administrator’s Office. The written report shall include all supporting statements of witnesses. The Regional Administrator or designee shall report the allegation to the WSD Director of Continuing Education. The Director of Continuing Education, in conjunction with the Regional Administrator, shall determine if the allegation is a contract violation. The Director of Continuing Education or designee shall notify the College representative as soon as possible of such violations.

2. The College representative and WSD Director of Continuing Education or designee shall investigate the allegations and make a report to the WSD Superintendent.

3. The WSD Superintendent shall determine if a contract violation has occurred (other than a security violation) after conferring with the Director of Continuing Education. If the contract violation is determined by the WSD Superintendent to be serious, repetitive, or intentional, the contracted personnel may be refused further access to the unit(s).

4. Disciplinary action against the contracted personnel resulting from denial of access to a unit shall be the responsibility of the employing College.
B. SECURITY VIOLATIONS

In the event the contracted personnel is accused of a TDCJ security violation, the following provisions apply:

1. Allegations shall be put in writing by the charging WSD or TDCJ employee and reported to the warden or assistant warden. The unit principal shall be made aware of the allegation.

2. Depending on the nature of the allegation, the warden, at his/her discretion, may require the contracted personnel to leave the institution or deny the contracted personnel further access to the unit until the matter is resolved. This shall be done only in extreme cases, and the WSD Regional Administrator shall be notified by the warden or the principal as soon as feasible. The Regional Administrator or designee shall notify the Director of Continuing Education as soon as possible after notification from the warden. The contracted personnel shall be told only that a security violation is being investigated, and the College representative shall notify him/her when access to the unit(s) is re-established.

3. Allegations levied against a contracted personnel, occurring after normal hours, shall be documented at that time and left for the warden to review the following morning. Allegations occurring over the weekend shall be reviewed the first working day of the week, or as soon as possible thereafter. In the warden's absence, his/her designee shall be responsible for reviewing the documentation.

4. As soon as possible after the warden has knowledge that a violation has occurred, the warden or principal shall notify the WSD Regional Administrator and the Regional Continuing Education Coordinator, who shall notify the Director of Continuing Education. The Director of Continuing Education shall contact the appropriate College representative.

5. A meeting among the unit warden and/or security staff, Director of Continuing Education and/or designee, Regional Administrator and/or designee, and the College representative shall be held as soon as possible, but not more than 10 working days after the alleged violation occurred, unless the parties mutually agree to a delay. The contracted personnel shall not be required to be present for this meeting, unless requested by the WSD or TDCJ.

The Director of Continuing Education or designee shall conduct the meeting, which in general, shall follow the steps listed below:

a. The unit warden and/or security staff shall present the evidence and allegations against the contracted personnel.

b. The Director of Continuing Education or designee shall discuss the allegations as related to the contractual agreement with the College.

c. The College shall respond to the allegations and evidence.
d. The unit warden or designee shall consider all evidence (which may include investigative reports prepared by Office of Inspector General of the TDCJ) and shall make the determination of whether or not the contracted personnel has committed a security violation. If the offense is considered of a serious nature or is a repeated offense, the warden shall make the final decision on refusing the contracted personnel further access to the unit.

6. If the warden denies the contracted personnel further admittance to the unit, the contracting College may appeal the warden's decision to the appropriate TDCJ Director or designee within 10 working days after the warden's decision is made. Upon appeal, the Director or designee shall review all relevant documentation, which may include witness statements and investigative reports prepared by the Office of Inspector General of TDCJ. Upon request by the contracted personnel, the Director or designee shall meet with the contracted personnel to discuss the case.

After the appropriate TDCJ Director or designee considers all evidence, he/she shall render a decision on whether to affirm or reverse the warden's decision. The Director or designee shall notify the contracted personnel in writing of his/her final decision.

7. Disciplinary action to be taken against the contracted personnel will be determined by the College according to its policies and procedures.

8. The Director of Continuing Education shall notify the College of the status of the contracted personnel after the final decision has been made and appeals (if any) have been completed.
TEXAS DEPARTMENT OF CRIMINAL JUSTICE

Excerpt from PD-22, General Rules of Conduct and Disciplinary Action Guidelines for Employees

September 1, 2002

Prepared by Human Resources

Violation Level for 30b Corrected
This handbook is an excerpt from PD-22, General Rules of Conduct and Disciplinary Action Guidelines for Employees. All references to "this directive" refer to PD-22.

If you would like to review PD-22 in its entirety, you may contact your Human Resources Representative. PD-22 is also available through INFOPAC, the Agency’s online report distribution system, and the Agency’s web site on the Internet.

**POLICY:** Employees are representatives of the Agency and are expected to adhere to the highest standards of conduct while on- or off-duty, including adherence to the rules of conduct described in the Listing of Employee’s General Rules of Conduct and Disciplinary Violations. If it is determined that an employee committed an infraction of one or more of the rules of conduct, or any rule or regulation of the Agency or the provisions of any proper order(s), disciplinary action in the form of a reprimand, disciplinary probation, suspension without pay, reduction in pay, demotion, or dismissal may be imposed in accordance with the procedures within PD-22. Such disciplinary action shall be administered in a consistent and fair manner.

No employee or other individual shall be subjected to harassment, retaliation, intimidation or coercion for acting as a representative or witness through the procedures outlined in this directive.

These guidelines do not constitute an employment contract or a guarantee of continued employment. The Agency reserves the right to change the provisions of these guidelines at any time.

Nothing in these guidelines and procedures limits the Executive Director’s authority to establish or revise human resource policy. These guidelines and procedures are adopted to guide the internal operations of the Agency and do not create any legally enforceable interest or limit the Executive Director’s, Deputy Executive Director’s, or Division Directors’ authority to terminate any employee at will.

**DISCUSSION:** It is an employee’s responsibility to be knowledgeable and to seek clarification of the Agency’s rules and regulations, including but not limited to the rules set forth in this directive, court orders, or statutory authority pertaining to the employee’s position and duties. Not being aware of the existence of any such rule or regulation is not a defense for violations.

No single document can anticipate or address every situation. Therefore, this directive should be used in conjunction with other current directives and procedures. In the event no written or verbal instructions have been issued regarding a particular subject pertaining to employee responsibilities or duties, the employee is expected to use sound judgment in arriving at a prudent course of action. This directive is exclusively Agency administrative in nature and does not address civil actions, criminal prosecutions, or administrative action by other agencies that may result from a violation of the rules within this directive.

Disciplinary action may be grieved pursuant to PD-30, Employee Grievance Procedures. Dismissal recommendations or alleged procedural violations in connection with a dismissal recommendation may only be grieved after a final decision has been rendered by the Executive Director, Deputy Executive Director, or appropriate Division Director.

**DEFINITIONS:**

**Commercial Motor Vehicle:** A motor vehicle or combination of motor vehicles used to transport passengers or property if the motor vehicle:

a. has a gross combination weight of 26,001 or more pounds including a towed unit with a gross vehicle weight of more than 10,000 pounds;
b. has a gross vehicle weight of 26,001 or more pounds;
c. is designed to transport 16 or more passengers, including the commercial driver; or
d. is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and that require the motor vehicle to be placarded under the Hazardous Materials Regulations.

**Conviction:** For the Agency’s purposes a conviction is defined as a judgement or a verdict, a plea of guilty or nolo contendere, and/or a judicial finding of guilt substantiated by the evidence which results in the payment of fines, forfeiture of collateral or bond, restitution, deferred adjudication, probation, confinement, suspended sentence, or any other penalty imposed by a court of law or agreed upon by the accused. This includes instances where a pardon or a reprieve has been granted for any reason other than proof of innocence.

**Court Ordered Reform Violation:** In accordance with the Ruiz Stipulation and the Modification of the Ruiz Stipulation, the following violations are court ordered reform violations:

Violation 22b: Harassing or Retaliating Against an Offender or Others for Participating in an Official Investigation/Inquiry or for Pursuing Legal Activities (e.g., petitioning the courts).

Violation 24: Use of Excessive Force (includes Violations 24a, 24b, 24c, and 24d).

Violation 25: Failure to Completely or Accurately Report a Use of Force (includes Violations 25a, 25b, 25c, 25d, and 25e).

Violation 30b: Refusal to Cooperate with an Official Inquiry or Investigation into a Court Ordered Reform Issue.

Violation 41: Denial of Uniform Access to Courts.

**Minor Injury:** Any injury that consists of, but is not limited to, scrapes, bruises, small cuts, a black-eye, or a bloody nose.

(09/2002)
Non-Provoked Use of Force: Force used in response to an action by offender(s) if the offender's action did not involve physical assault, attempts at physical harm, an escape attempt, mutiny, rebellion, or serious damage to property, or force used in response to an offender’s verbal abuse only.

Offender: An individual in the custody of or under the supervision of a city, county, judicial district (probation), state or Federal agency. These individuals include but are not limited to patients, parolees, individuals under mandatory supervision, and incarcerated individuals.

Offense Involving Domestic Violence: An offense which has as an element the use or attempted use of physical force, physical harm, bodily injury, sexual assault, or the threatened use of a deadly weapon, committed by an employee if the employee: (a) is the current or former spouse, parent, or guardian of the victim; (b) shares a child in common with the victim; (c) is cohabiting with or has cohabited with the victim as a spouse, parent, or guardian; or (d) is similarly situated to a spouse, parent, or guardian of the victim.

Provoked Use of Force: Force used in response to an action by an offender(s) (e.g., a physical assault or an attempt to physically harm themselves or another) that is necessary to prevent an escape, to regain control of an institution, to temporarily isolate or confine an offender, to prevent serious damage to property, or to gain compliance with a legal order or policy for which some degree of force is required to defuse the situation. Throwing of liquids, spitting, and other such actions may be considered a provoked use of force situation depending on the circumstances. However, verbal abuse in and of itself shall not be considered a provoked use of force situation.

Serious Injury: An injury that consists of fractured or dislocated bones, deep cuts, torn members of the body, or damage to internal organs. In some cases a significant number of minor injuries related to one incident may be considered equivalent to a serious injury.

LISTING OF EMPLOYEE GENERAL RULES OF CONDUCT AND DISCIPLINARY VIOLATIONS

These general rules are established to specify the conduct required of employees regarding their relationships with other employees, offenders, supervisors and the general public.

*Aggravated Use of Excessive Force Provision (applies to Rules 24 and 25):
Aggravated is defined as conduct that indicates a deliberate act, without just cause or provocation, on the part of an employee who:

1. Uses excessive force; or
2. Conspires with another employee who uses excessive force, (conspiracy may include but is not limited to the participation in or observation of the use of excessive force, or having prior knowledge of an imminent use of excessive force); or
3. Participates or witnesses a use of excessive force, knows that the use of excessive force is aggravated, and fails to report the use of excessive force; or
4. Witnesses a use of excessive force, does not know that the use of excessive force was aggravated at the time the incident occurs, becomes aware that the excessive force was aggravated after the incident occurs, and fails to report the use of excessive force or reports the use of excessive force but covers or withholds the fact that the excessive force was aggravated.

If a preponderance of information substantiates that:

- a violation of Rule 24 involved an aggravated use of excessive force (force can be excessive if greater force is used than necessary, but not rise to the level of an aggravated use of excessive force);

or

- a violation of Rule 25 involved: (a) an aggravated failure to completely or accurately report an aggravated use of excessive force; or (b) the commission of a use of force administrative/procedural violation when there was an aggravated use of excessive force,

the disciplinary action imposed shall be based on the guidelines for the next higher range within that level. For example, if a violation of Rule 24 or Rule 25 is the employee's first offense and it is determined that the violation involved an aggravated use of excessive force, the disciplinary action shall be based on the range for a second offense. The disciplinary action imposed must include, at a minimum, probation and one or more of the following: suspension, reduction in pay, or demotion.

The Reprimanding Authority shall make a separate determination of the application of "aggravated" for each individual employee's conduct, as a participant or witness, as it relates to a Rule 24 or Rule 25 violation.

RULE # DESCRIPTION - VIOLATION LEVEL

1. Tardiness (less than one hour) - Violation Level 4:
   Tardiness is less than one hour of regularly scheduled work missed without authorization. Employees are required to report to work at the time specified unless excused by their supervisor. Employees who are unable to report to work on time shall notify their supervisor of the estimated time of arrival for duty.

2. Unexcused Absenteeism (one hour or more) - Violation Level 3:
   Unexcused absenteeism is one hour or more of regularly scheduled work missed without authorization. Employees are required to report to work at the time scheduled unless prior arrangements are made with their supervisor. Employees who are unable to report to work as scheduled shall notify their supervisor in sufficient time to arrange for a replacement. As a general rule, shift employees should provide at least two hours notice to the shift supervisor on duty prior to the beginning of the shift if the employees are not able to contact their supervisor.

(09/2002)
RULE # DESCRIPTION - VIOLATION LEVEL

3. Sleeping on Duty - Violation Level 2:
Employees are required to remain awake, alert, and devote their full attention to their assigned duty or area of responsibility during working hours.

4. Leaving a Security/Duty Post - Violation Level 2:
Employees are prohibited from leaving their assigned position without proper authorization. Correctional employees may not leave their security post until properly relieved.

5. Reckless Endangerment - See 5a and 5b
Employees must perform their duties in such a manner that the Agency derives the optimum benefit from their services. Any act or conduct on the part of an employee that endangers the lives or safety of the employee or others, jeopardizes security, or seriously impedes the efficient and effective operation of or is substantially detrimental to the Agency is prohibited. Such action or conduct includes, but is not limited to, a verbal threat to harm a person or property in any manner. (For mistreatment of offenders, see Rule 23.)

5a. Violation Level 1:
Committing or threatening to commit an act that endangers the life of another individual; committing or threatening to commit property damage of a nature that endangers the lives of others.

5b. Violation Level 2:
Committing or threatening to commit any act that endangers the safety of another individual to a lesser degree than endangerment of life, jeopardizes the security of the Agency, impedes the efficient and effective operation of the Agency, or is substantially detrimental to the Agency.

6. Horseplay - See 6a and 6b
Horseplay between employees or employees and offenders is prohibited. Horseplay includes, but is not limited to, such acts as wrestling, pushing, chasing, or offensive practical jokes.

6a. Horseplay without injury - Violation Level 4

6b. Horseplay with injury - Violation Level 3

7. Substandard Duty Performance - Violation Level 4:
Employees must perform their duties in a manner that meets or exceeds the minimum standards established for their position. Job quality and productivity standards are established by job descriptions, written or verbal instructions issued that relate to job standards or expectations, Agency policy and procedures, and ethical and professional standards. Any act by an employee that results in the failure to meet the minimum standards of on-the-job productivity or quality is prohibited.

8. Failure to Follow Proper Safety Procedures - Violation Level 4:
Employees are required to observe and enforce current Agency policies and State and Federal laws relating to safety in the work place. (The specific safety procedure that was violated must be identified.)

9. Gambling on State Property - Violation Level 1:
Gambling, as defined by the Texas Penal Code, on state property or at any location where offenders are housed or worked is prohibited.

10. Falsification of Records (Does not include employment/promotional applications. See Rule 46.) - Violation Level 2:
Employees are required to maintain and submit truthful, accurate, and complete records as required by the Agency. Falsification of records also includes altering documents to reflect false information or the omission of material information. By signing or submitting a document, an employee is attesting to the truthfulness, accuracy and completeness of the information presented.

11. Unauthorized Taking or Use of Personal Property — Violation Level 2:
Employees, while on- or off-duty, are prohibited from taking or using any item of personal property that does not belong to them, unless the rightful owner has given the employee permission to take or use the item.

12. Unauthorized Sales/Solicitations on State Premises — Violation Level 4:
Employees are prohibited from engaging in any solicitation or fund-raising activity on state property, except as provided in ED-02.04, TDCJ Fund-Raising.

13. Failure to Obey a Proper Order from an Authority — Violation Level 2:
Employees are required to promptly obey any proper order issued by an authority. A proper order is defined as any order issued in connection with a work-related issue and that is in the best interest of the Agency. Proper orders are not limited to verbal instructions; they also include written policy, procedures, statutory authority, and instructions posted on employee bulletin boards. An employee must comply with a proper order; however, the employee may file a grievance after complying with the order.

(09/2002)
RULE # DESCRIPTION – VIOLATION LEVEL

14. Use of Profane/Abusive Language or Slurs/Hostile Epithets – See 14a and 14b
The use of profanity or abusive language toward other employees or offenders of any use of slurs and hostile epithets (name-calling) is prohibited. Slurs and hostile epithets are verbal or written comments that humiliate or show hostility or animosity toward an individual or an individual's relatives, friend, or associate, because of an individual's race, color, religion, sex (gender), national origin, age, disability, or genetic information. An isolated remark or a comment that is not directed to anyone in particular may be considered a slur or hostile epithet. Employees shall not respond in like terms to what they consider impatient or insulting language or to any slur or hostile epithet.

14a. Use of Profane/Abusive Language – Violation Level 3:
Use of profanity or abusive language toward other employees or offenders.

14b. Use of Slurs/Hostile Epithets – Violation Level 2:
Use of slurs/hostile epithets (name-calling).

15. Verbal or Physical Confrontation or Altercation with Another Employee – Violation Level 3:
An employee is prohibited from instigating a verbal or physical confrontation towards another employee in the workplace or participating in a verbal or physical altercation with another employee in the workplace. While on duty, employees are required to maintain a considerate, cooperative, and cordial relationship toward fellow employees.

16. Negligent Operation of an Agency Vehicle – Violation Level 4:
Employees not possessing a valid Texas State operator's license are prohibited from operating a state-owned vehicle, and employees not possessing a valid Texas State commercial driver's license are prohibited from operating a state-owned commercial motor vehicle. Employees operating such vehicles are charged with and responsible for the safe operation and prompt, accurate reporting of any accident involving the vehicle.

17. Reporting to Work Under the Influence of Alcohol or Drugs:
(Rule No. 17, which was a level two violation, was voided effective April 1, 1998.)

18. Delivery/Possession/Removal of Contraband (except in connection with an employee/offender/parolee relationship) – Violation Level 2:
Without a specific order or authorization to do so, employees shall neither deliver nor remove from the grounds of a facility under the jurisdiction of the Agency any item of contraband and shall not exercise possession or control of any item of contraband while on such grounds.

Contraband is defined as any item: (1) not issued to employees for the performance of their duties and which employees have not obtained their supervisor's permission to possess (other than those items which an employee is normally in possession of, such as car keys); (2) for which possession of is not permitted by Agency policy, procedure, or practice; (3) prohibited by law; or, (4) given to an offender by an employee and is an item which the offender is not authorized to possess or use.

Specific items of contraband include, but are not limited to: firearms, knives, ammunition, drugs, intoxicants, or unauthorized written or verbal communication brought into or taken from an institution for an offender, former offender, or associates or family members of offenders.

Bachelor Officer Quarters (BOQs) and automobiles which are on the grounds of a facility under the jurisdiction of the Agency are covered by this rule. Residences on state property are exempt, with the exception of contraband that would be illegal to possess by law.

19. Use of Alcohol or Illicit Drugs on the Job – Violation Level 1:
Use of alcohol or illicit drugs, including the misuse of prescription drugs, while on duty is prohibited.

20. Violation of Statutory Authority/Court Order/Rules/Regulations/Policies – Violation Level 2:
It is the employee's responsibility to know, have a clear understanding of, and comply with rules, regulations, policies, court orders, and statutory authority governing the operation of the Agency. Not being aware of the existence of any of the aforementioned is not a defense for violation of the same.

21. Harassment/Discrimination Against Persons of a Protected Class – Violation Level 1:
Discrimination or harassment based on sex (gender), race, color, religious preference, national origin, age, disability, or genetic information is prohibited. Employees are prohibited from retaliating against or harassing an individual who has filed a complaint regarding such harassment or discrimination. (Refer to PD-13, Sexual Harassment and Discourteous Conduct of a Sexual Nature, and PD-31, Discrimination in the Workplace.)

22. Harassing or Retaliating Against Another - See 22a and 22b
Employees are prohibited from harassing or retaliating against another individual in any form or for any reason.

22a. Harassing or Retaliating Against Another Individual (includes all forms of harassment or retaliation that are not prohibited by Rule 21 or Rule 22b) – Violation Level 2
RULE #  DESCRIPTION – VIOLATION LEVEL

22b. Harassing or Retaliating Against an Offender or Others for Participating in an Official Investigation/Inquiry or for Pursuing Legal Activities (e.g., petitioning the courts) – Violation Level 1

23. Mistreatment of Offenders – Violation Level 2:
Mistreatment usually takes the form of physical abuse, but it may also include, but not be limited to, such actions as threats or unauthorized/legal denial of privileges or entitlements.

*24. Use of Excessive Force – See 24a, 24b, 24c, and 24d.
Existing policies, procedures and court orders shall govern the use of force to control a situation or to gain compliance with legal orders. Only the minimum amount of force applied in compliance with existing policies and necessary to achieve the desired results shall be employed. The use of force to intimidate, coerce, punish, or for the purpose of revenge is prohibited.

*24a. Provoked without serious injuries – Violation Level 3
*24b. Provoked with serious injuries – Violation Level 2
*24c. Non-provoked without serious injuries – Violation Level 2
*24d. Non-provoked with serious injuries – Violation Level 1

*25. Failure to Completely or Accurately Report a Use of Force – See 25a, 25b, 25c, 25d, and 25e
Employees who are involved in or a material witness to a use of force incident are required to provide a complete factual account of their actions and/or observations of the incident as outlined in existing policies, procedures, and court orders.

*25a. Relating to Use of Excessive Force/Provoked without serious injuries – Violation Level 3
*25b. Relating to Use of Excessive Force/Provoked with serious injuries – Violation Level 2
*25c. Relating to Use of Excessive Force/Non-provoked without serious injuries – Violation Level 2
*25d. Relating to Use of Excessive Force/Non-provoked with serious injuries – Violation Level 1
*25e. Relating to Minor Use of Force, Major (non-excessive), or commission of a use of force administrative/procedural violation (e.g., failure to videotape a use of force or to take all reasonable steps to reduce the need to use force) – Violation Level 3

26. Refusal to Submit to a Polygraph Examination:
(Rule No. 26, which was a level one violation, was voided effective September 1, 1997.)

27. Failure to Turn in all Evidence Seized – Violation Level 3:
Employees are required to preserve and submit all evidence in its original form through an established chain of custody. All confiscated property, contraband, or other such items must be properly accounted for and secured in accordance with the appropriate Division’s policy.

28. Improper or Untidy Uniforms – Violation Level 4:
Uniformed employees are required to adhere to standards established by Agency policy regarding dress and personal appearance while in uniform. The uniform or parts of the uniform are not authorized for wear during non-working hours, except for convenience stops while traveling to and from work.

29. Damage, Destruction, Misappropriation, or Unauthorized Use of Agency Equipment or Property - Violation Level 2:
Employees are prohibited from taking or using any Agency resources, including the use of offender labor, to further their private interest. Employees shall not take or use any item of state property for the purpose of converting it to their personal use. Employees shall not use state equipment for any purpose other than official work purposes, except as provided in ED-02.01, TDCJ Ethics Policy.

30. Refusal to Cooperate with an Official Inquiry/Investigation – See 30a and 30b
Employees are required to cooperate fully in any investigation conducted by an authorized official of the Agency or state or federal government in which the Agency’s interests are involved.

30a. Refusal to Cooperate with an Official Inquiry/Investigation into a Work-Related Matter – Violation Level 2
30b. Refusal to Cooperate with an Official Inquiry/Investigation into a Court Ordered Reform Issue – Violation Level 2
RULE #

31. **DESCRIPTION - VIOLATION LEVEL.**

   Conviction of a Felony – Violation Level 1:
   An employee may be disciplined by Agency officials upon conviction of a felony offense. (Employees are required to report an arrest, charge by information or complaint, or indictment for a felony offense within 48 hours of the initial event and before reporting to duty. If an employee is convicted of a felony offense, the employee is required to report the conviction to his or her supervisor no later than 48 hours from the conviction. Failure to report such information is a violation of Rule 20.)

   Destroying Evidence or Giving False Testimony/Information – Violation Level 2:
   Employees are prohibited from destroying confiscated property, contraband, or other such items. Employees are required to submit truthful, accurate, and complete information and documentation of events that they have knowledge of or have witnessed. To provide false statements to gain time off is a violation of this rule.

   Release of Information – Violation Level 2:
   Employees are prohibited, except in accordance with Agency policy and state and federal law, from releasing any information relating to employees or offenders.

   Accepting Goods, Money, Services or Favors – See 34a and 34b
   Employees are prohibited from granting special favors to or asking for or accepting gratuities (whether in property or service) from an offender or family member of an offender. Employees are prohibited from committing bribery, that is, soliciting, accepting, or agreeing to accept any benefit in exchange for any exercise of official discretion. Employees are prohibited from accepting an honorarium from anyone, and are prohibited from accepting any reward, or any promise of the same, from a person or company interested in any contract, purchase, or sale made by either the Agency or by its authority. (See ED-02.01, TDCJ Ethics Policy.)

   34a. Committing Bribery (Soliciting, Accepting, or Agreeing to Accept any Benefit in Exchange for any Exercise of Official Discretion) – Violation Level 1

   34b. Accepting Money, Goods, Services, Favors or Honoraria – Violation Level 2

   Aiding and Abetting an Escape – Violation Level 1:
   Employees are prohibited from aiding or abetting an escape or an escape attempt. Employees are under a duty to report any information regarding evidence of plans to escape, escape attempts, or actual escapes.

   Insubordination – Violation Level 3:
   Employees are prohibited from showing contempt or disrespect for authority through verbal or written communication or behavior. The specific actions must be clearly defined.

   Misconduct – Violation Level 4:
   Employees are prohibited from engaging in any activity that would have an adverse impact upon the integrity or productivity of the employee or the Agency. This would include, but is not limited to, establishing a non-productive work pattern, exhibiting disruptive behavior in the workplace, excessive visiting, and loud boisterous behavior. A violation under this rule must not be chargeable under any other violation and must be clearly defined.

   Trafficking and/or Trading – Violation Level 2:
   Employees are prohibited from engaging in trafficking or trading with offenders under any circumstances. Employees shall not accept from, agree to accept from, offer to, give or sell to, purchase for, or deliver to an offender any article, commodity, or communication of any description except through authorized channels.

   Conviction of a Misdemeanor – See 39a and 39b
   An employee may be disciplined by Agency officials upon conviction of a misdemeanor offense. Minor traffic violations are not considered a misdemeanor offense. (Employees are required to report an arrest, charge by information or complaint, or indictment for a misdemeanor offense within 48 hours of the initial event and before reporting to duty. If an employee is convicted of a misdemeanor offense, the employee must report the conviction to his or her supervisor no later than 48 hours after the conviction and before reporting to duty. Failure to report such information is a violation of Rule 20.)

   39a. Conviction of a Misdemeanor for an Offense Involving Domestic Violence by an Employee who is Required or Authorized to Carry a Firearm – Violation Level 1

   39b. Conviction of any Other Misdemeanor – Violation Level 3 (Except for drug-related offenses – See Rule #40)

   Possession, Use, Sale, or Delivery of Illicit Drugs/Drug Paraphernalia – Violation Level 1:
   Employees are prohibited from possessing, using, selling, or delivering illicit drugs or drug paraphernalia while on- or off-duty. Possession, use, sale, or delivery of the same during off-duty hours or in a private residence is not a defense for this violation.
RULE #

DESCRIPTION - VIOLATION LEVEL

41. Denial of Uniform Access to Courts – Violation Level 2:
Employees are prohibited from interfering in any manner with an offender’s right of access to courts or to public officials. This includes, but is not limited to, unauthorized denial of legal visits or access to legal materials, harassing or retaliating against offenders for exercising their right to file a grievance or complaint, or not allowing an offender to correspond with the courts or public officials.

42. Employee Offender Relationships – See 42a, 42b, and 42c:
Employees are prohibited from continuing or establishing any personal relationship with an offender, as defined within this directive, or with a family member of an offender if the relationship jeopardizes or has the potential to jeopardize the security of the Agency or compromises the effectiveness of the employee. A relationship includes, but is not limited to, cohabitation, correspondence of any kind, offender visitation, non-job-related visits to an offender’s home residence, putting money into an offender’s trust fund, or the introduction of contraband and/or granting special privileges as a result of a personal relationship with an offender or family member of an offender.

Employees are required to report to agency officials any previous or current relationships between: (1) the employee with an offender; (2) the employee with a family member of an offender; (3) a family member of the employee with an offender; or (4) a family member of the employee with a family member of an offender.

Family members are defined as a spouse, child, daughter-in-law/son-in-law, grandchild, great grandchild, sister/brother, sister-in-law/brother-in-law, mother/father, mother-in-law/father-in-law or grandmother/grandfather.

42a. Cohabitation with an Offender or an Offender’s Family Member with the exception of an employee and the employee’s non-common-law family member (relationships as a result of a common-law marriage are not recognized as an exception); sexual misconduct as described in PD-29, Relationships and Sexual Misconduct with Offenders – Violation Level 1

42b. Failure to Provide Written Notification to the Duty Warden or Department Head Immediately Upon Becoming Aware of a Current or Previous Relationship Between the Employee or an Employee’s Family Member with an Offender or a Family Member of an Offender. - Violation Level 2

42c. Continuing or Establishing a Relationship with an Offender or an Offender’s Family Member if the relationship jeopardizes or has the potential to jeopardize the security of the Agency or compromises the effectiveness of the employee and involves any action other than cohabitation or sexual misconduct. (A blood relationship between an employee and the employee’s family member or a pre-existing marriage, other than a common-law marriage, in and of itself does not constitute a jeopardy to the security of the Agency or compromise the effectiveness of the employee.) - Violation Level 2.

43. On- and Off-Duty Conduct – Violation Level 1:
Any action on the part of an employee that jeopardizes the integrity or security of the Agency’s institutions, calls into question the employee’s ability to perform effectively and efficiently in his or her position, or casts doubt upon the integrity of the employee is prohibited. A violation under this rule must not be chargeable under any other violation and must be clearly defined.

44. Tampering with a Witness – Violation Level 1:
Employees are prohibited from attempting to hinder or influence in any manner the testimony or information to be given by any witness or potential witness in an investigation or administrative proceeding.

45. Failure to Submit to Search – Violation Level 1:
When information or knowledge is sufficient to induce a prudent and cautious person to believe that an employee has contraband on his or her person or in his or her personal belongings (reasonable suspicion), the employee may be required to submit to a search. An employee is expected to cooperate with Agency officials during the search of his or her person or belongings while on state property. Upon entering state property or during routine inspections (e.g., BOQ room, sanitation), an employee gives implied consent to the search of his or her person or property. When it is necessary to search the person or property of employees, the search shall be conducted with the authority of the unit/facility Warden (or on-call Assistant Warden) or the head of the appropriate Division.

46. Falsification of Employment/Promotion Application – Violation Level 1:
Employees are required to provide complete and accurate information on their employment/promotional application and supporting documents.

47. Refusal to Submit to Alcohol or Drug Tests – Violation Level 1:
Employees are required to submit to alcohol or drug tests as outlined in existing policies, procedures, and federal regulations.
48. Positive Alcohol/Drug Test Results or Failure to Comply with Conditions of Treatment Agreement:
Violation Level 1:
Employees are prohibited from having a beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, screening test result of 0.02 or greater (positive alcohol test result) and are prohibited from having a positive result in drug screening tests for marijuana, cocaine, opiates, PCP, and amphetamines.

An employee who has signed an Alcohol/Drug Treatment Agreement is required to comply with all the conditions of the agreement. If the employee signed an Alcohol/Drug Treatment Agreement as a result of independent dismissal mediation and fails to comply with the conditions of the agreement, the dismissal recommendation will be forwarded for processing in accordance with this directive. (See PD-17, Drug-Free Workplace.)

49. Misuse of Official Authority or Information – Violation Level 1:
Employees are prohibited from using official authority or influence to affect political campaigns or other political activities. Employees are prohibited from preventing or restricting, or attempting to prevent or restrict, political donations of any kind to a person or political organization and are prohibited from coercing, or attempting to coerce, in any manner a political contribution to a person or political organization. Employees are prohibited from intentionally disclosing or using non-public information acquired by virtue of their employment to achieve a financial gain or other benefit, aid another person to do the same, or to defraud another person. Employees are prohibited from causing an employee to be discharged, demoted, or otherwise discriminated against for providing public information to the legislature or in response to a request from the legislature.

50. Discourteous Conduct of a Sexual Nature – Violation Level 2:
Discourteous conduct of a sexual nature is any conduct (words or actions) of a sexual nature toward another employee of the Agency or other individual that: (a) a reasonable person would find offensive; or (b) is unwelcome to the person to whom such conduct is directed and that person has communicated (by words or actions) to the other person that the conduct is unwelcome.

51. Failure to Report Use of Prescription Drugs – Violation Level 3:
Employees taking prescription drugs that may interfere with the performance of their assigned duties must report such possible effects to their supervisor in writing prior to the employee commencing work while taking such medication. (See PD-17, Drug-Free Workplace.)

52. Failure to Provide Emergency Contact Number – Violation Level 4:
Employees are required to have a current valid telephone number or contact telephone number on file with their Human Resources Representative.

Managers and supervisors of the TDCJ are required to report all allegations of discrimination based on race, color, age, sex (includes sexual harassment), national origin, religion, disability, retaliation, and genetic information to Employee Relations, Human Resources Headquarters. Managers and supervisors shall report such allegations in accordance with the procedures in PD-13, Sexual Harassment and Discourteous Conduct of a Sexual Nature, or PD-31, Discrimination in the Workplace.

53a. Failed to report an allegation of discrimination or retaliation, but took corrective/preventive action - Violation Level 4.

53b. Failed to report an allegation of discrimination or retaliation, but did not take corrective/preventive action - Violation Level 3.
RANGE OF DISCIPLINARY ACTIONS

A subsequent violation is a violation, other than tardiness, that: (1) occurs within one year from the date that a prior violation resulted in the imposition of a “Reprimand Only” discipline; or (2) occurs within one year from the date that a prior level four violation resulted in the imposition of a “Reprimand With Action” discipline (e.g., probation); or (3) occurs within two years from the date that a prior level one, two or three violation resulted in the imposition of a “Reprimand with Action” discipline (e.g., probation). If a subsequent violation is a second violation, the second range of recommended disciplinary actions shall be utilized. If a subsequent violation is a third violation, the third range of recommended disciplinary actions shall be utilized.

* Aggravated Use of Excessive Force Provision (applies to Rules 24 and 25): If it is determined that the violation of Rule 24 or Rule 25 involved an aggravated use of excessive force (as defined on page 4 of this excerpt), the disciplinary action imposed shall be based on the guidelines for the next higher range within that level. For example, if a violation of Rule 24 or Rule 25 is the employee’s first offense and it is determined that the violation involved an aggravated use of excessive force, the disciplinary action shall be based on the range for a second offense. The disciplinary action imposed must include, at a minimum, probation and one or more of the following: suspension, reduction in pay, or demotion.

### DISCIPLINARY ACTION
#### LEVEL ONE VIOLATIONS

<table>
<thead>
<tr>
<th>FIRST</th>
<th>SECOND</th>
<th>THIRD</th>
<th>FOURTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dismissal</td>
<td>Only</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** Level one violations require the submission of a recommendation for dismissal. Only the Executive Director, Deputy Executive Director or the appropriate Division Director is authorized to impose discipline below the Guidelines in these cases. Reprimanding Authorities may submit their personal recommendation for retention, as an attachment to the Dismissal Recommendation Action form, for consideration by the Executive Director, Deputy Executive Director, or the appropriate Division Director.

### RANGE OF DISCIPLINARY ACTIONS
#### LEVEL TWO VIOLATIONS

<table>
<thead>
<tr>
<th>FIRST</th>
<th>SECOND</th>
<th>THIRD</th>
<th>FOURTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Probation</td>
<td>6-9 months</td>
<td>10-12 months</td>
<td></td>
</tr>
</tbody>
</table>

Withdrawal of Favorable Personnel Action | Yes | Yes |

Suspension
- Non-Exempt | 1-20 workdays | 1-30 workdays |
- FLSA Exempt | 1-4 work cycles | 1-6 work cycles |

Reduction* | 1-2 increments | 2-3 increments |
| or at least 3.4% | or at least 6.8% | 10.2% |

Demotion* | 1-2 salary groups | 1-3 salary groups |
| or minimum salary ranges | or minimum salary ranges |

Dismissal | Yes | Yes | Only |

Reprimanding Authorities recommending dismissal for the first violation of a Level 2 offense must submit sufficient reason and documentation to justify the decision.

* Reductions and Demotions must be in accordance with PD-72, Employee Salary Administration
# Appendix A

## RANGE OF DISCIPLINARY ACTIONS
### LEVEL THREE VIOLATIONS

<table>
<thead>
<tr>
<th></th>
<th>FIRST</th>
<th>SECOND</th>
<th>THIRD</th>
<th>FOURTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Probation</td>
<td>3-4 months</td>
<td>5-8 months</td>
<td>9-12 months</td>
<td></td>
</tr>
<tr>
<td>Withdrawal of Favorable Personnel Action</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Suspension</td>
<td>Non-Exempt 1-5 workdays</td>
<td>1-10 workdays</td>
<td>1-15 workdays</td>
<td></td>
</tr>
<tr>
<td>FLSA Exempt</td>
<td>1-2 work cycles</td>
<td>1-3 work cycles</td>
<td>1-4 work cycles</td>
<td></td>
</tr>
<tr>
<td>Reduction*</td>
<td>1-2 increments</td>
<td>2-3 increments</td>
<td>2-5 increments</td>
<td></td>
</tr>
<tr>
<td></td>
<td>or at least 3.4% or 6.8%</td>
<td>or at least 6.8% or 10.2%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demotion*</td>
<td>1-2 salary groups</td>
<td>1-3 salary groups</td>
<td>2-3 salary ranges</td>
<td></td>
</tr>
<tr>
<td></td>
<td>or minimum salary ranges</td>
<td>or minimum salary ranges</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dismissal</td>
<td>Only</td>
<td>Only</td>
<td>Only</td>
<td>Only</td>
</tr>
</tbody>
</table>

* Reductions and Demotions must be in accordance with PD-72, Employee Salary Administration

## RANGE OF DISCIPLINARY ACTIONS
### LEVEL FOUR VIOLATIONS

<table>
<thead>
<tr>
<th></th>
<th>FIRST</th>
<th>SECOND</th>
<th>THIRD</th>
<th>FOURTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reprimand Only</td>
<td>Yes</td>
<td>Only</td>
<td>Only</td>
<td>Only</td>
</tr>
<tr>
<td>Probation</td>
<td>1-2 months</td>
<td>3-4 months</td>
<td>5-6 months</td>
<td></td>
</tr>
<tr>
<td>Withdrawal of Favorable Personnel Action</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Suspension</td>
<td>Non-Exempt 1-3 workdays</td>
<td>1-7 workdays</td>
<td>1-10 workdays</td>
<td></td>
</tr>
<tr>
<td>FLSA Exempt</td>
<td>1 work cycle</td>
<td>1-2 work cycles</td>
<td>1-3 work cycles</td>
<td></td>
</tr>
<tr>
<td>Reduction*</td>
<td>1 increment</td>
<td>2 increments</td>
<td>2-5 increments</td>
<td></td>
</tr>
<tr>
<td></td>
<td>or at least 3.4% or 6.8%</td>
<td>or at least 6.8% or 10.2%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demotion*</td>
<td>1-3 salary groups</td>
<td>2-3 salary ranges</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>or minimum salary ranges</td>
<td>or minimum salary ranges</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dismissal</td>
<td>Only</td>
<td>Only</td>
<td>Only</td>
<td>Only</td>
</tr>
</tbody>
</table>

* Reductions and Demotions must be in accordance with PD-72, Employee Salary Administration

Note:

1) An individual may be recommended for dismissal for tardiness only upon the fourth occurrence of tardiness within a 12-month period. Tardiness in conjunction with another offense shall count as one violation.

2) Tardiness stands alone and may not be used to enhance any violation, except for another incident of tardiness or violation #2 (unexcused absenteeism). As an example, if the individual’s previous violation was for tardiness only and the subsequent violation is for unexcused absenteeism, the unexcused absenteeism shall be treated as the second violation of that offense. Unexcused absence also enhances subsequent incidents of tardiness.

(09/2002)
EXECUTIVE DIRECTIVE

SUBJECT: RELATIONSHIPS AND SEXUAL MISCONDUCT WITH OFFENDERS

AUTHORITY: Texas Government Code, Sections 493.006 and 493.007; Penal Code, Sections 21.01, 22.011, 22.021 and 39.04

PURPOSE: The purpose of this policy is to provide guidelines for the maintenance of a work environment within the Texas Department of Criminal Justice (hereinafter, Agency or TDCJ) that is free of personal employee-offender relationships, including sexual misconduct with offenders, and to provide procedures for the reporting of such misconduct.

POLICY: It is the policy of the Agency that employees, consultants/contract employees, vendors, and volunteers are prohibited from establishing or continuing in personal relationships with offenders, including engaging in or attempting to engage in any form of consensual sexual misconduct with offenders or forcing or attempting to force offenders to participate in non-consensual sexual misconduct. It is also the policy of the Agency that employees, consultants/contract employees, vendors, and volunteers who witness any such misconduct shall be required to report the misconduct in accordance with procedures within this directive.

Employees, consultants/contract employees, vendors, and volunteers shall not be subjected to harassment, retaliation, intimidation or coercion for reporting a personal employee-offender relationship or an incident of sexual misconduct.

Employees who violate the provisions of this directive shall be subject to disciplinary action which may include dismissal. Consultants/contract employees, volunteers, and vendors who violate the provisions of this directive shall not be allowed to continue to perform services for the Agency and shall be denied access to units/facilities.

These guidelines do not constitute an employment contract or a guarantee of continued employment. The Agency reserves the right to change the provisions of these guidelines at any time.

Nothing in these guidelines and procedures limits the Executive Director’s authority to establish or revise human resource policy. These guidelines and procedures are adopted to guide the internal operations of the Agency and do not create any legally enforceable interest or limit the Executive Director’s, Deputy Executive Director’s, or Division Directors? authority to terminate any employee at will.
DEFINITIONS:

1. **Consultant/Contract Employee**: A representative of a company under contract with the Agency or an individual who performs services for the Agency on a contractual basis.

2. **Deviate Sexual Intercourse**: Any contact between any part of the genitals of one person and the mouth or anus of another person or the penetration of the genitals or the anus of another person with an object.

3. **Employee**: Includes full-time and part-time Agency employees.

4. **Family Member**: For the purpose of this directive, family members are defined as an employee's/offender's spouse, child, sister/brother, sister-in-law/brother-in-law, mother/father, mother-in-law/father-in-law or grandmother/grandfather.

5. **Offender**: An individual in the custody of or under the supervision of the Agency. These individuals include but are not limited to patients, parolees, individuals under mandatory supervision, and incarcerated individuals.

6. **Other Sexual Conduct**: Hugging, kissing, touching, or making physical contact with any part of a clothed or unclothed body with the intent to arouse or gratify the sexual desire of any person.

7. **Sexual Contact**: 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.

8. **Sexual Intercourse**: Any penetration of the female sex organ by the male sex organ.

9. **Sexually Provocative**: Words or actions by an employee, vendor, volunteer or consultant/contract employee directed toward an offender that is/are intended to elicit sexual arousal or comments from the offender.

10. **Staff Member**: An employee, consultant/contract employee, vendor, or volunteer.

11. **Vendor**: Any company or individual who is under contract to provide a service to the Agency and who is not employed by the Agency directly.

12. **Volunteer**: An individual who performs volunteer services for the Agency.

DISCUSSION:

1. **General Provisions**: Employees, consultants/contract employees, vendors and volunteers are prohibited from continuing or establishing any relationships with offenders or family members of offenders which jeopardize or have the potential to jeopardize the security of the Agency or which compromise the effectiveness of the employee.
An employee shall provide written notification to the Duty Warden or Department Head of any current or previous relationships between the employee or an employee's family member with an offender or a family member of an offender. The written notification shall be maintained in the employee's unit/facility/department personnel file.

For the purpose of this directive, evidence of a prohibited practice includes, but is not limited to: (a) correspondence of any kind; (b) delivery of greeting cards or other personal mementoes; (c) visitation; (d) non-job related visits to an offender's home residence; (e) putting money into an offender's trust fund; (f) sexual misconduct; or (g) cohabitating with an offender or an offender's family member unless the offender is the employee's non-common-law family member.

If an employee, consultant/contract employee, vendor, or volunteer establishes a relationship with an offender as a result of employment with or through providing services for the Agency that jeopardizes the security of the Agency, the following shall occur:

A. Employees shall be subject to disciplinary sanctions for violations in accordance with PD-21, Employees' General Rules of Conduct, and PD-22, Guidelines for Employee Disciplinary Actions; and

B. Consultants/contract employees, vendors or volunteers shall not be allowed to continue to perform services for the Agency and shall be denied access to units/facilities.

II. Sexual Misconduct:

A. The Agency acknowledges that any form of sexual misconduct with offenders is disruptive to the workplace, lowers morale by creating tension and stress within the workplace, and interferes with the ability of employees to effectively perform their duties which, in turn, jeopardizes the security of the Agency.

B. Sexual misconduct with offenders includes, but is not limited to, the following acts between an employee, consultant/contract employee, vendor, or volunteer and (a) any incarcerated offender or (b) any offender whom the individual knows is under the supervision of the Agency and who is not the spouse of the employee, consultant/contract employee, vendor, or volunteer (common-law relationships shall not be recognized as spousal relations and shall not be an exception to sexual misconduct):

1. Having sexual contact, sexual intercourse or deviate sexual intercourse with an offender. In addition to being a violation of Agency policy, it is also a state jail felony offense for an employee to intentionally engage in sexual contact, sexual intercourse or deviate sexual intercourse with an incarcerated offender or an individual who is not the employee's spouse and who the employee knows is under the supervision of the TDCJ.

2. Requiring or intentionally allowing an offender to engage in sexual contact, sexual intercourse, deviate sexual intercourse, or other sexual conduct for any reason (e.g., the sexual gratification of a staff member).

4. Making obscene or sexual advances, gestures or comments toward an offender or being receptive to any such advances, gestures, or comments made by an offender toward a staff member.

5. Touching of self in a sexually provocative way to solicit a response from an offender, or being reasonably aware that an offender can view the behavior.

6. Engaging in other sexual conduct with an offender. The Agency recognizes that chaplains, counselors, and other members of the therapeutic community may hug offenders as part of therapy. Such hugging on the part of the therapeutic community is acceptable provided it is not done for sexual gratification and not in an isolated area.

7. Any form of communication in writing or by electronic means to an offender that contains a message of a sexual nature. An employee, consultant/contract employee, vendor, or volunteer shall immediately report receipt of such communication from an offender in accordance with the procedures within this directive.

8. Influencing or making promises regarding, but not limited to, an offender's safety, custody, parole status, privacy, housing, privileges, work assignment, or program status in exchange for sexual favors or because an offender refused to submit to a sexual advance. This includes putting money into or promising to put money into an offender's trust fund or bringing in or promising to bring in contraband for an offender in exchange for sexual favors.

III. Prohibition on False Reporting: The Agency prohibits employees from reporting false information regarding employee relationships with offenders or from providing false information in an investigation of such a relationship.

IV. Training:

A. Employees: All employees shall receive training regarding the provisions of this directive when they attend a new-hire comprehensive orientation session or a refresher comprehensive orientation session in accordance with PD-96, Comprehensive Orientation Program.

B. Consultants/Contract Employees: Consultants/contract employees who attend a new-hire comprehensive orientation session or a refresher comprehensive orientation session in accordance with PD-96, Comprehensive Training Program, shall receive training regarding sexual misconduct with offenders while participating in the orientation session. Consultants/contract employees who are not required to participate in the orientation program shall be notified of the provisions within this directive by the TDCJ employee who serves as the consultant/contract employee's supervisor or TDCJ contract liaison.
Appendix B

C. Vendors: Each business or organization that provides services to the Agency through vendors shall be provided a copy of this directive by the appropriate Division Director or designee(s). The business or organization shall be instructed to notify each vendor who will be providing services to the Agency of the provisions within this directive.

D. Volunteers: A volunteer shall be provided notification of the provisions within this directive by the Agency employee who serves as the volunteer's supervisor and during the training that is conducted in accordance with each division's Volunteer Services Manual.

V. Media Inquiries: All inquiries from the media concerning allegations of behavior prohibited by this directive, cases under investigation related to such behavior, or closed cases related to such behavior shall be referred to the Agency's Public Information Office in Austin.

PROCEDURES:

I. Reporting Responsibilities:

A. Employee: An employee who becomes aware of activity prohibited by this directive shall immediately report the misconduct to one or more of the following: (a) the employee's immediate supervisor or Warden/Department Head; (b) the employee's second level supervisor if the person allegedly conducting the activity is the employee's supervisor; (c) the unit/facility Internal Affairs Investigator; or (d) the Case Management Office, Internal Affairs Division (IAD) Headquarters in Huntsville. An employee may report such misconduct directly to an IAD investigator or the Case Management Office without reporting the misconduct to the employee's supervisor or chain of command.

B. Consultant/Contract Employee, Vendor, or Volunteer: A consultant/contract employee, vendor, or volunteer who becomes aware of activity prohibited by this directive shall immediately report such misconduct to the Warden/Department Head.

C. Supervisor: Upon receiving notification of an activity prohibited by this directive, supervisors at all levels within the unit/facility or department shall immediately report the alleged activity to the Warden/Department Head.

D. Warden/Department Head: If a Warden/Department Head is notified of an allegation relating to activity prohibited by this directive, the Warden/Department Head shall take the following actions:

1. Notification from Employee or Employee's Supervisor: On the same workday that a notification is received from an employee or an employee's supervisor or on the next workday if the notification was received after normal business hours, inform Internal Affairs via telephone or fax of the alleged activity.
2. Notification from Internal Affairs: On the same workday that a notification is received from Internal Affairs, inform the appropriate supervisor that a notification has been received if the supervisor did not previously report the notification to the Warden/Department Head.

E. Internal Affairs: Unless the Warden/Department Head was the notifying party, the unit/facility Internal Affairs investigator or the Case Management Office, Internal Affairs Division Headquarters in Huntsville, shall immediately notify the appropriate Warden/Department Head that a notification of an alleged violation has been received.

II. Investigation: Alleged violations of the provisions within this directive shall be investigated in accordance with PD-22, Guidelines for Employee Disciplinary Actions. Violations of criminal law shall be referred to the appropriate District Attorney for criminal prosecution.

Wayne Scott
Executive Director
Appendix C

ver 1.01 EAroster

Date: MONDAY, 20040802

Unit: WYNNE          System Code: C          Class Name: WELDING          Beg Time: 05:45
Class Number: 2010    Class Code: 172306    Teacher: DOE, JOHN          End Time: 11:45

Length: 6

INFORMATION BELOW IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Sig Day1:_____________ Sig Day3:_____________ Sig Day5:_____________
Sig Day2:_____________ Sig Day4:_____________ [USE ONLY WHEN DIRECTED]

<table>
<thead>
<tr>
<th>Number</th>
<th>Day</th>
<th>Ent Enr</th>
<th>Student Name</th>
<th>AccHrs</th>
<th>Race</th>
<th>Stat</th>
<th>Hours</th>
<th>Hours</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>A</td>
<td>6 Benson, Earl</td>
<td>0</td>
<td>H</td>
<td>JS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td>6 Bryan, Carlos</td>
<td>12</td>
<td>W</td>
<td>JS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td>6 Castaneda, Patric</td>
<td>15</td>
<td>B</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td>6 Chelf, David</td>
<td>173</td>
<td>B</td>
<td>HJ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td>6 Douthit, Rocky</td>
<td>473</td>
<td>W</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>A</td>
<td>6 Fontaine, Sam</td>
<td></td>
<td>H</td>
<td>H</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td>6 Fry, James</td>
<td>375</td>
<td>W</td>
<td>JS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td>6 Harbin, Joe</td>
<td>0</td>
<td>B</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td>6 Kay, Justin</td>
<td>144</td>
<td>W</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Hours ___
TEXAS DEPARTMENT OF CRIMINAL JUSTICE
NON-EMPLOYEE BACKGROUND QUESTIONNAIRE

This information is needed for TDCJ to conduct a criminal history check to determine whether access to TDCJ units, facilities and departments should be approved. All questions must be answered in full.

NOTE TO APPLICANT: With few exceptions, you are entitled upon request: (1) to be informed about the information the Agency collects about you; and (2) under sections 552.021 and 552.023 of the Government Code, to receive and review the collected information. Under section 559.004 of the Government Code, you are also entitled to request, in accordance with the Agency's procedures, that incorrect information that the Agency has collected about you be corrected.

1. Name: ___________________________ 2. Social Security No.: ___________________________
   Last Name: ___________________________  First Name: __________ Middle Name: __________
   (As it appears on your Social Security Card)

3. Mailing Address: ___________________________
   Street: ___________________________

4. Date of Birth: ___________________________
   (MM/DD/YYYY)

5. Place of Birth: ___________________________
   City: ___________________________
   State: ___________________________
   Zip: ___________________________

6. Driver's License No.: ___________________________
   State: ___________________________

7. Phone No.: ___________________________
   City: ___________________________
   State: ___________________________

8. Other names used (maiden, alias, nicknames):

9. Sex: Male ☐  Female ☐

10. E-mail Address: ___________________________

11. Ethnic Origin: White ☐  Black ☐  Hispanic ☐  Asian/Pac. Islander ☐  Am. Ind/Alaskan ☐  Other ☐

12. Have you previously been employed by TDCJ or worked in a TDCJ facility on a contract basis? Yes ☐  No ☐

If yes, give unit(s)/department(s), position held, and dates: ___________________________

13. Are you related to any employee or contract employee of TDCJ? Yes ☐  No ☐  Unknown ☐

If yes, list name, relationship and unit/department of assignment:

14a. Are you or any immediate member of your family (to include, but not limited to parent, brother, sister, spouse or child) related to any TDCJ offender (incarcerated or on parole)? Yes ☐  No ☐  Unknown ☐

If yes, provide the name of the offender(s):

14b. Are you now or have you ever been involved in a spousal relationship with a TDCJ offender (incarcerated or on parole)? This includes marriage, common-law marriage, lived together or had a child together. Yes ☐  No ☐

If yes, provide the name of the offender(s):

14c. Do you have a current business partnership or gang association with a current TDCJ offender (incarcerated or on parole)? Yes ☐  No ☐  If yes, provide the name of the offender(s):

NOTE
If you answered yes to Question 14a, b, or c above, you are required to complete and submit a PERS-282A, Additional Offender Information form for each offender reported. To download this form from the Internet, select the Employment link from the TDCJ website (www.tdcj.state.tx.us), then scroll down to Download Employment Application Forms and select the TDCJ Employment Application Supplement link.

(Continued on Page 2)
15. Do you have any criminal charges currently pending? Yes □ No □
   If yes, please explain: ____________________________________________

16. Are you on parole or probation, deferred adjudication or under a pre-trial diversion agreement? Yes □ No □
   If yes, please explain: ____________________________________________

17. Have you ever been convicted of a crime (misdemeanor or felony)? Yes □ No □ If yes, list each one below. Attach an additional page if necessary. Include those that may not appear on your record at this time. Important: Read the Falsification Policy statement on Page 3 of the Questionnaire.

<table>
<thead>
<tr>
<th>Date</th>
<th>Felony or Misdemeanor</th>
<th>Offense</th>
<th>Offense Class</th>
<th>City &amp; State</th>
<th>Punishment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DOCUMENT REQUIREMENTS: You are required to provide with this questionnaire a disposition for each criminal charge you reported in Question 15, 16, and 17 above. A disposition is a statement of the charge, date and the results of the case. If the charge was dismissed, the disposition must state the reason for dismissal. Dispositions can normally be obtained from the clerk of the court having jurisdiction over the case.

18. Are you now or have you ever been a member of a street gang? Yes □ No □

19. Are you now or have you ever been a member of or affiliated with an organization that promotes racial, ethnic or gender superiority or separation, independence from governmental laws and regulations or overthrow of the United States Government? Yes □ No □

20. If you answered yes to question 18 or 19, provide the following information:
   a. Name of the organization and dates of membership: __________________________________
   b. Position or positions you held in the organization: __________________________________
   c. Arrests and/or convictions resulting from your activities as a member: _______________________

21. Do you have any tattoos or markings on your body that signify membership or affiliation with a street gang or that are associated with organizations that promote racial, ethnic or gender superiority or separation, independence from governmental laws and regulations or overthrow of the United States Government? Yes □ No □
   If yes, provide a description and location of those tattoos or markings: __________________________

(Continued on Page 3)
WINDHAM SCHOOL DISTRICT  
TEXAS DEPARTMENT OF CRIMINAL JUSTICE  

Contracted Personnel Process Sheet  

This is to certify that I have received a copy of the Directions for Contracted Personnel booklet and it has been reviewed with me by an official of the Windham School District/Texas Department of Criminal Justice.  

<table>
<thead>
<tr>
<th>Print Name: Last, First, Middle</th>
<th>Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>WSD/TDCJ Representative Signature</td>
</tr>
<tr>
<td>Employer (College/Company/Agency)</td>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIVISION OF CONTINUING EDUCATION USE ONLY</th>
<th>WINDHAM SCHOOL DISTRICT USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fingerprint Card</td>
<td>Completed Application</td>
</tr>
<tr>
<td>Non-Employment Background Information Questionnaire</td>
<td>Approved Statement of Qualifications</td>
</tr>
</tbody>
</table>
| Clearance Status:  
Record Number:  | Substitute Agreement |