

MEMORANDUM OF AGREEMENT
BETWEEN TEXAS DEPARTMENT OF CRIMINAL JUSTICE
AND SOUTHWESTERN BAPTIST THEOLOGICAL SEMINARY

This MEMORANDUM OF AGREEMENT (the "Agreement") is made as of the SEPTEMBER 01, 2016, by and between SOUTHWESTERN BAPTIST THEOLOGICAL SEMINARY, a tax-exempt 501(c)(3) nonprofit organization with an office in Houston, Texas, and its principle office in FORT WORTH, TEXAS ("SWBTS"), and the TEXAS DEPARTMENT OF CRIMINAL JUSTICE ("TDCJ").

WITNESSETH:

WHEREAS, SWBTS entered into an agreement dated January 25, 2011 with the TDCJ to operate a Seminary Extension Program at the TDCJ's Darrington Unit; and

WHEREAS, that contract had been extended through August 31, 2016; and

WHEREAS, SWBTS wishes to continue the Seminary Extension Program at the TDCJ Darrington Unit for no-cost to TDCJ; and

WHEREAS, the mission of the TDCJ is to provide public safety, promote positive change in offender behavior, reintegrate offenders into society, and assist the victims of crime, and the TDCJ has the specific authority to accept gifts or grants from any public or private source for use in maintaining and improving correctional programs and services; and

WHEREAS, the TDCJ does not discriminate in the provision of services on the basis of race, color, religion, national origin, sex, age, disability, or veteran status; and

WHEREAS, the program services and privileges provided by the TDCJ are provided to all inmates under its care in a manner consistent with the individual's security and program classifications; and,

WHEREAS, SWBTS desires to operate a Seminary Extension Program ("Seminary Program") within the confines of the TDCJ Darrington Unit,

WHEREAS, the Seminary Program will be designed for all selected inmates to earn a Bachelor of Science degree with a major in Biblical Studies,

WHEREAS, services and privileges extend to all contract program providers as specified in TDCJ Policy are hereby extended to the SWBTS.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. INMATE CLASSIFICATION

- 1.1 The TDCJ has the sole responsibility for the classification and assignment of inmates under its jurisdiction, including members.
- 1.2 SWBTS staff may not serve as a member of the Darrington Unit Classification Committee.
 - 1.2.1 SWBTS staff may not attend the Darrington Unit Classification Committee as observers.

1.2.2 SWBTS staff may testify before the Institutional or Unit Classification Committees on matters pertaining to offenders as required by the terms of this Agreement.

1.2.3 SWBTS staff may recommend specific inmates for job assignments, but may not participate in the decision making process.

1.2.4 SWBTS staff may request cell changes or specific bunk assignments for Seminary PROGRAM purposes; but, may not participate in the decision making for such assignments.

2. INMATE SELECTION AND TERMINATION

2.1 The TDCJ has the sole responsibility for the approval and transfer of inmates who volunteer for the SEMINARY PROGRAM. SWBTS may recommend potential members for acceptance into the SEMINARY PROGRAM based on interviews with applicants, but the assignment decision rests with the TDCJ.

2.2 Reassignment of the inmate from the SEMINARY PROGRAM (whether or not the inmate stays at the same facility or is transferred elsewhere pending release) is solely a TDCJ decision.

2.3 The SWBTS Local Director may recommend removal an inmate from the SEMINARY PROGRAM for behavioral (Code of Conduct) or SEMINARY PROGRAM performance deficiencies, but the removal decision is the responsibility of the TDCJ.

2.4 Records and information about offenders are the property of the TDCJ. However, the TDCJ at the Darrington Unit will allow SWBTS staff to have access to them; but only to the extent necessary to provide individual counseling, release planning, or other SEMINARY PROGRAM related services.

2.5 SEMINARY PROGRAM participants will receive no special consideration for early release or parole except as the fulfillment of a general pro-social program requirement.

2.6 Inmates who are former SWBTS students may be recommended for reinstatement to the SEMINARY PROGRAM by the SWBTS Local Director, the decision is the responsibility of the TDCJ.

3. PRISON FACILITIES

3.1 The TDCJ will provide the physical space for all SEMINARYPROGRAM including classrooms, offices, recreational areas, and large meeting rooms.

3.2 The TDCJ will also provide the maintenance of those areas and provide for all utilities, such as heat, electricity, gas, and water.

3.3 Physical space for the Seminary PROGRAM will be provided in accordance with TDCJ Policy.

3.4 The physical space used to operate the Seminary PROGRAM, including classrooms, offices, recreational areas, and large meeting rooms is provided by the TDCJ as it does for all prison programs.

3.5 All facilities remain the property of the TDCJ. SWBTS may not make any permanent alterations to any TDCJ facility, including the painting of SWBTS logos, religious art, and frescos on prison walls, without Unit approval.

3.6 Logos, slogans, core values, and other SEMINARY PROGRAM related depictions may be displayed on banners, posters, pictures, plaques, etc., which are portable and removable with the Unit Warden's approval.

3.7 Religious art, scripture, and depictions that are portable and removable, may be displayed in prison areas used by SWBTS for SEMINARY PROGRAM and worship activities, but must be removed

when used by other inmates for non-SEMINARY PROGRAM purposes. This does not apply to TDCJ Chapels.

4. SWBTS SEMINARY PROGRAM SERVICES

- 4.1 SWBTS is responsible for the design of the program and for the provision of all program materials, including all program curricula.
- 4.2 All original work, including books, videos, audio cassettes, lesson plans, and other original educational material, is copyrighted by SWBTS where applicable.

5. STAFF AND VOLUNTEERS

A. TDCJ STAFF

- 5.1 The TDCJ provides the correctional staff necessary to secure the facility and the perimeter of the facility, as well as satisfy security needs of projects off-site pursuant to TDCJ Policy.
- 5.2 The TDCJ will continue to provide those services to inmates assigned to SWBTS pursuant to the aforementioned authority.

B. SWBTS STAFF AND VOLUNTEERS

- 5.3 SWBTS is responsible for recruiting, selecting, and training all staff and volunteers to operate the Seminary program.
- 5.4 SWBTS will hire full-time staff and mobilize volunteers to work with inmates selected to participate in the Seminary Programs.
 - 5.4.1 All staff hired by SWBTS must meet all of the TDCJ's security requirements and SWBTS personnel requirements.
 - 5.4.2 All SWBTS staff and volunteers are required to agree in writing to a code of conduct that requires respectful behavior and speech toward all religious faiths and toward individuals of all faiths or no faith.
 - 5.4.3 All volunteers on the Darrington Unit are considered to be TDCJ volunteers and are to abide by TDCJ rules and regulations. Volunteers serving on the Darrington Unit are not to be granted special privileges.
 - 5.4.4 SWBTS staff shall not perform any function normally performed by TDCJ staff unless specifically authorized in this Agreement for program services.

6. INMATE DISCIPLINE

- 6.1 The TDCJ has the sole responsibility for the creation and enforcement of rules or behavior and discipline for all inmates under their care pursuant to TDCJ Policy.
- 6.2 Oversight and enforcement of the TDCJ disciplinary policy is strictly a TDCJ function.
- 6.3 As with all contract program providers, SWBTS staff and volunteers are required to report violations of TDCJ rules of behavior and discipline in writing and to give testimony as witnesses thereof before TDCJ Unit Disciplinary Hearing Officer.
- 6.4 The TDCJ will not participate in the enforcement of SEMINARY PROGRAM related rules and standards of conduct.

7. TDCJ EMAIL NETWORKS

- 7.1 The TDCJ maintains an Email network for the communication of information and correspondence related to the provision of services within its scope of responsibility and control.
- 7.2 SWBTS staff members are required by the TDCJ to have email addresses and access to the TDCJ Email Network for administrative and reporting purposes pursuant to this Agreement.
- 7.3 This requirement does not in any way alter SWBTS's role as a contract service provider.

8. SECURITY AND CONTROL

- 8.1 The TDCJ has the sole responsibility for the security and control of the facility in which the SEMINARY PROGRAM is located.
- 8.2 Institutional access control and operation of security barriers that control inmate movement within the institution are the sole responsibility of the TDCJ.
- 8.3 SWBTS staff may not be issued keys for the control of access to the institution or for movement between security barriers within the institution. However, SWBTS staff may be issued keys for control of office and assigned SEMINARY PROGRAM areas for the protection of SWBTS equipment and records pursuant to this Agreement.
- 8.4 The TDCJ is responsible for the conduct of inmate counts within the facility.
- 8.5 SWBTS staff may not conduct official inmate counts, but may report the number of inmates in SWBTS assigned areas for verification purposes pursuant to this Agreement.

9. TDCJ REQUIRED TRAINING

- 9.1 The TDCJ has the sole authority to require and provide the type and scope of training for staff, volunteers, and contract providers prior to approval for the commencement of SEMINARY PROGRAM services according to TDCJ Policy.
- 9.2 Such training may include security skills and techniques; but does not allow SWBTS staff to provide security supervision of inmates in lieu of TDCJ staff pursuant to this Agreement.
- 9.3 TDCJ training for SWBTS Staff may include security skills and techniques; but does not allow SWBTS staff to provide security supervision of inmates in lieu of TDCJ staff.
- 9.4 SWBTS staff may not provide the required TDCJ training for TDCJ (non-SWBTS) volunteers or TDCJ Staff unless authorized to do so in a separate contract between the TDCJ and SWBTS.
- 9.5 SWBTS staff may provide orientation training regarding the SEMINARY PROGRAM to TDCJ employees and volunteers.

10. ESCORT AND SUPERVISION

- 10.1 Regardless of the type of TDCJ training provided, SWBTS staff may not provide classroom or building security in lieu of TDCJ staff pursuant to this Agreement.
- 10.2 The TDCJ has the sole responsibility for security escort and supervision inside the facility and in the community.
- 10.3 SWBTS staff may not escort inmates to or from the facility for activities in the community.
- 10.4 SWBTS staff may escort visitors and volunteers to and from areas within the institution as required by TDCJ Policy for contract program providers.

11. INSTITUTIONAL ADMINSTRATIVE COORDINATION AND SCHEDULING

- 11.1 The TDCJ has the sole responsibility for the administration and scheduling of activities conducted within the institution.
- 11.2 Pursuant to this Agreement, SWBTS staff is required to participate in Facility Departmental Head or Unit Management Team meetings for coordination purposes. This does not in any way confer decision making rights on SWBTS staff participants.

12. SPECIAL ADVANTAGES PROHIBITED

- 12.1 TDCJ may not confer privileges or advantages, on the SEMINARY PROGRAM, staff, or inmate members, not available to other program providers or other inmates similarly classified and engages in reentry programming.

13. TERM

This MOU is effective September 1, 2016 and will continue in effect until September 1, 2018. The MOU will automatically renew for subsequent two year terms unless terminated by TDCJ or SWBTS upon 30 days written notice.

Dated: 10/5/16

TEXAS DEPARTMENT OF CRIMINAL JUSTICE (TDCJ)

By: 

Its: Chief Financial Officer

Dated: 9/15/2016

SOUTHWESTERN BAPTIST THEOLOGICAL SEMINARY

By: 

Its: Vice President for Business Administration