



MINUTES

JUNE 21, 2024

JUVENILE BOARD MEETING

1. Call to Order

A meeting of the Brazos County Juvenile Board was held at 12:55 p.m. on Friday, June 21, 2024 at the Brazos County Juvenile Justice Center, Bryan, Texas with the following Board members present:

Duane Peters, County Judge, Presiding;
Amanda Matzke, County Court at Law No. 1 Judge;
Roy Brantley, County Court at Law No. 2 Judge, Absent;
Kyle Hawthorne, 85th District Judge;
John Brick, 272nd District Judge;
David Hilburn, 361st District Judge, Absent;
George Wise, 472nd District Judge, Absent;
Chris Densey, Citizen Member.

The minutes were taken by Cheryl Coffman.

2. Approve Minutes of Previous Juvenile Board Meeting.

The Board voted unanimously to approve the minutes for the meeting held on March 27, 2024.

Motion: Approve, Moved by Judge John Brick, Seconded by Judge Amanda Matzke.
Passed. 5-0. Ayes: Brick, Densey, Hawthorne, Matzke, Peters. Absent: Brantley, Hilburn, Wise.

3. Director's Report: Facility Statistics and Audits.

The Director's Report was given by Linda Ricketson and highlighted the recent fire inspection. Ms. Ricketson stated that there was a minor issue with a sprinkler head cover that has been resolved and the Fire Marshal has been notified.

A copy of the Director's Report is attached.

Motion: Approve, Moved by Judge John Brick, Seconded by Judge Amanda Matzke. Passed. 5-0. Ayes: Brick, Densey, Hawthorne, Matzke, Peters. Absent: Brantley, Hilburn, Wise.

4. Annual Review of the Brazos County Juvenile Justice Alternative Education Program and adoption of the Student Code of Conduct.

Juvenile Justice Alternative Education Program Superintendent Todd McKey presented a brief report on the 2023-2024 JJAEP Statistics. Mr. McKey stated that the total student enrollment is 30, the average length of stay is 76 days, and the attendance rate is at 92 percent.

Motion: Approve, Moved by Judge Amanda Matzke, Seconded by Christopher Densey. Passed. 5-0. Ayes: Brick, Densey, Hawthorne, Matzke, Peters. Absent: Brantley, Hilburn, Wise.

5. Discuss and take possible action on the Juvenile Justice Alternative Education Program's Memorandum of Understanding with Bryan Independent School District for the 2024-2025 School Year.

Judge Peters stated that the Board would cover items 5 through 8 in one discussion as they are all routine Memorandum of Understanding (MOU) renewals. Ms. Ricketson asked that Mr. McKey provide a brief explanation on the items. Mr. McKey stated that the only change made to the MOU's was to include that the Detention Center will not provide home health services for the juveniles. A copy of the Memorandum of Understanding is attached.

Motion: Approve, Moved by Judge John Brick, Seconded by Judge Amanda Matzke. Passed. 5-0. Ayes: Brick, Densey, Hawthorne, Matzke, Peters. Absent: Brantley, Hilburn, Wise.

6. Discuss and take possible action on the Juvenile Justice Alternative Education Program's Memorandum of Understanding with College Station Independent School District for the 2024-2025 School Year.

A copy of the Memorandum of Understanding is attached.

Motion: Approve, Moved by Judge John Brick, Seconded by Judge Amanda Matzke. Passed. 5-0. Ayes: Brick, Densey, Hawthorne, Matzke, Peters. Absent: Brantley, Hilburn, Wise.

7. Discuss and take possible action on the Juvenile Justice Alternative Education Program's Memorandum of Understanding with Navasota Independent School District for the 2024-2025 School Year.

A copy of the Memorandum of Understanding is attached.

Motion: Approve, Moved by Judge John Brick, Seconded by Judge Amanda Matzke. Passed. 5-0. Ayes: Brick, Densey, Hawthorne, Matzke, Peters. Absent: Brantley, Hilburn, Wise.

8. Discuss and take possible action on the Juvenile Justice Alternative Education Program's Memorandum of Understanding with the Hearne Independent School District for the 2024-2025 School Year.

A copy of the Memorandum of Understanding is attached.

Motion: Approve, Moved by Judge John Brick, Seconded by Judge Amanda Matzke. Passed. 5-0. Ayes: Brick, Densey, Hawthorne, Matzke, Peters. Absent: Brantley, Hilburn, Wise.

9. Discuss and take possible action on Contract with Fayette County for placement of their youth in Brazos County Juvenile Detention.

Ms. Ricketson briefly explained that the Juvenile Services Department will only allow for the placement of youth from Fayette County as deemed appropriate by the department. A copy of the contract is attached.

Motion: Approve, Moved by Judge Amanda Matzke, Seconded by Christopher Densey. Passed. 5-0. Ayes: Brick, Densey, Hawthorne, Matzke, Peters. Absent: Brantley, Hilburn, Wise.

10. Discuss and take possible action on Contract with Texas Polygraph Associates for required polygraphs for Juvenile Offenders.

Ms. Ricketson stated that the purpose of this contract is to provide polygraph examinations to juveniles on Deferred Prosecution or Court Probation for a sexual related offense. Judge Hawthorne questioned whether the Detention Center had previously used this service provider. Ms. Ricketson responded that this is the first contract they have entered into with Texas Polygraph Associates however, they have worked with them before on court orders. A copy of the contract is attached.

Motion: Approve, Moved by Judge John Brick, Seconded by Judge Amanda Matzke. Passed. 5-0. Ayes: Brick, Densey, Hawthorne, Matzke, Peters. Absent: Brantley, Hilburn, Wise.

11. Discuss and take possible action on Contract with Cen-Tex Regional Juvenile Services requesting Brazos County to complete Psychological Assessments and Certification Evaluations of their Juvenile Offenders.

Ms. Ricketson stated that the Brazos County Juvenile Services Department has been asked to contract with Cen-Tex Regional Juvenile Services to provide psychological assessments and certification evaluations for youth court ordered from their department. The Deputy Director of Health Services for Brazos County is qualified to complete these types of reports and is willing to assist. Judge Brick asked that the contract include language allowing the Deputy Director of Health Services to opt out of performing the assessments if her schedule becomes too full. A copy of the contract is attached.

Motion: Approve, Moved by Judge Amanda Matzke, Seconded by Christopher Densey. Passed. 5-0. Ayes: Brick, Densey, Hawthorne, Matzke, Peters. Absent: Brantley, Hilburn, Wise.

12. Discuss and take possible action on revised policies and procedures in Title 37, Part 11,

Chapter 343.242, Fire Safety Plan.

Ms. Ricketson stated that there were two changes made to the policy including, changing "Bryan Fire Marshal" to "Bryan Fire Marshal's Office". A copy of the amended policy is attached.

Motion: Approve, Moved by Christopher Densey, Seconded by Judge John Brick. Passed. 5-0. Ayes: Brick, Densey, Hawthorne, Matzke, Peters. Absent: Brantley, Hilburn, Wise.

13. Citizens Comments.

There were no Citizen comments.

14. Adjourn



FILED

2024 JUN 14 A 9:50

Cathy L. ...

**BRAZOS COUNTY
BRYAN, TEXAS**

NOTICE OF MEETING AND AGENDA

JUVENILE BOARD MEETING

THIS NOTICE IS POSTED PURSUANT TO THE TEXAS OPEN MEETINGS
ACT (TEXAS GOVERNMENT CODE SECTION 551)

MEETING DATE: June 21, 2024
MEETING TIME: 12:00 PM
MEETING PLACE: R. J. HOLMGREEN BRAZOS COUNTY JUVENILE
JUSTICE CENTER, JUVENILE SERVICES ACADEMY
BUILDING, 1904 HIGHWAY 21, WEST, BRYAN TEXAS,
77803

-
1. Call to Order
 2. Approve Minutes of Previous Juvenile Board Meeting.
 3. Director's Report: Facility Statistics and Audits.
 4. Annual Review of the Brazos County Juvenile Justice Alternative Education Program and adoption of the Student Code of Conduct.
 5. Discuss and take possible action on the Juvenile Justice Alternative Education Program's Memorandum of Understanding with Bryan Independent School District for the 2024-2025 School Year.
 6. Discuss and take possible action on the Juvenile Justice Alternative Education Program's Memorandum of Understanding with College Station Independent School District for the 2024-2025 School Year.
 7. Discuss and take possible action on the Juvenile Justice Alternative Education Program's Memorandum of Understanding with Navasota Independent School District for the 2024-2025 School Year.
 8. Discuss and take possible action on the Juvenile Justice Alternative Education Program's Memorandum of Understanding with the Hearne Independent School District for the 2024-2025 School Year.

9. Discuss and take possible action on Contract with Fayette County for placement of their youth in Brazos County Juvenile Detention.
10. Discuss and take possible action on Contract with Texas Polygraph Associates for required polygraphs for Juvenile Offenders.
11. Discuss and take possible action on Contract with Cen-Tex Regional Juvenile Services requesting Brazos County to complete Psychological Assessments and Certification Evaluations of their Juvenile Offenders.
12. Discuss and take possible action on revised policies and procedures in Title 37, Part 11, Chapter 343.242, Fire Safety Plan.
13. Citizens Comments.
14. Adjourn

The R. J. HOLMGREEN BRAZOS COUNTY JUVENILE JUSTICE CENTER, JUVENILE SERVICES ACADEMY BUILDING, 1904 HIGHWAY 21, WEST, BRYAN TEXAS, 77803 is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive services must be made two working days before the meeting. To make arrangements, please call (979) 361-4102.

* Please Sign In *

JUVENILE BOARD MEETING

Friday, June 21, 2024 - 12:00pm

Date and Time

Name	Organization/Department
Aubrey Leggett	Comm. Court
Cheryl Coffman	Comm. Court
ASHLEY TAYLOR	BCDS
Melissa White	Juvenile
JOEL M. HEW	Juvenile Svs.
Shannon Flanagan	Attorney
Natalie Hays	PDO
NATHAN Wood	PDO
Patrick Benz	citizen
Stacey Kasberg	Juvenile
Artis Whetstone	Juvenile
Chris Coffey	Juvenile
Daphne Hill	Juvenile
Judd McKay	Juvenile
Barbie Piccolo	Juvenile
Linda Ricketson	Juvenile
Judge Brick	272nd Dist. Judge
Judge Matzke	Court Report at Law # 1
Judge Peters	Co. Judge
Chris Deasey	Citizen member
Judge Hawthorne	85th Dist. Judge



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

6/21/2024

ITEM:

Director's Report: Facility Statistics and Audits.

TO:

Commissioners Court

DATE:

06/13/2024

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available



BRAZOS COUNTY JUVENILE SERVICES DEPARTMENT

Linda Ricketson, Director
Melissa White, Assistant Director

CHAIRMAN OF THE JUVENILE BOARD ACKNOWLEDGEMENT

State of Texas §

County of Brazos §

BE IT REMEMBERED, at a regular meeting of the Juvenile Board of Brazos County, Texas, held on June 21, 2024, the Executive Director for the Brazos County Juvenile Services Probation Department did have on the agenda the Executive Director's Report.

The report contains specific information about the department, including all the required statistics or updates required by the Texas Juvenile Justice Department, enumerated in TAC § 343.212. A copy of this report is given to every Brazos County Juvenile Board member, including the Chairman of the Board.

DONE IN OPEN BOARD MEETING THIS day of June 21, 2024.

Recommended by:

Linda Ricketson
Director of Juvenile Services

Approved by:

Judge Duane Peters, Chairman
Brazos County Juvenile Board

June 21, 2024

To: Brazos County Juvenile Board

From: Linda Ricketson

RE: Executive Director's Report

Facility Operations

We continue to house residents that have been ordered to TJJD. They are staying an average of 100 days from the time they are being court ordered. As of the week of June 10th, there were 144 juveniles on the waiting list, with 8 juveniles scheduled for transport for the week, from 40 departments throughout the state. We have five juveniles on the waiting list. Reports from the TJJD Director of Stakeholder Relations indicate that the 5 TJJD secure facilities need 795 staff. The facilities currently have 71% of their positions filled.

There are on-going repairs in the new construction. These issues stem mainly from the HVAC. There are weekly meetings with the County and Law Firm out of Austin representing the county to resolve these issues.

Contract Detention

Since our last juvenile board meeting, we have had juveniles from Colorado and Grimes Counties. Each county is paying \$150.00 per day for a bed in our facility. We billed a total of \$6751.30. It is still very difficult across the state to find beds for juveniles that have been arrested and need to be in detention. There are also counties that are attempting to find beds for juveniles that are ordered to TJJD, but can't be transported right away.

Programs

In June 2024 the Recidivism Reduction officers began delivering food from the food bank to our probation families for the summer backpack program. The Recidivism Reduction officers are delivering 120 bags of food per week to the juveniles and their families under departmental supervision. These are families that would not have food during the summer while school is out.

Le Hale, owner/art teacher at the Purple Turtle Studio, received a grant from the City of Bryan for our Academy students to complete an art project that will be placed in downtown Bryan. The program began on March 20, and will take place every Wednesday from 12:30-2:00 at the Academy School. It will continue until the end of Summer. Le is also working with the juveniles

in the community. The juveniles are painting in the alley behind RX pizza in downtown Bryan. This is called "Urban Canvas". There are 9 juveniles under probation supervision in this program.

The summer poetry program began on June 1st. There are 14 juveniles in this program. It is held in the academy training room. The facilitator drives from Dallas each Saturday morning to work with the juveniles under probation supervision. This is teaching appropriate expression through poetry.

The departmental counselors are currently providing groups in detention, drug education groups, anger management groups and aftercare parenting groups. There are 8 juveniles in the managing emotions group. There are presently 63 juveniles in counseling that are on probation in the community. The Licensed Sex Offender Therapist is seeing 7 juveniles each Wednesday at this department. The counselors also set up a rolling cart of books in our lobby to encourage reading over the summer. The books are reviewed for appropriateness before the juveniles are allowed to take them. The court has given permission for 5 hours of community service for reading a book, bringing it back and turning in a book report to their probation officer.

The Vape Education Program was held on June 6, 2024, and all 11 juveniles that were referred attended. There has now been a total of 146 juveniles that have completed the program since its inception last year and only 10 of the juveniles have received a new referral. The recidivism overall rate is 6.8%. The drug related recidivism rate is 4.1%.

The juveniles on probation are working with the mobile food pantry this summer on Saturday morning. They receive community service hours for stacking food, moving boxes, etc. The officers in the department transport the juveniles to the program and supervise them. We had 4 juveniles participate on May 25 and will have 6 juveniles on June 22nd.

On June 26th from 5:30-7:30 the Federal Women's Prison will bring inmates to share their stories with our juveniles on probation in the community. This will take place in our academy training room. This program is titled "Let's Talk."

The Juvenile Services Department will have the mobile blood mobile at the facility on July 29th, from 9am to 1:30 p.m. If anyone is interested in giving blood you can make an appointment or just show up.

Inspections/Audits

The Brazos County Juvenile Detention kitchen was audited by the Health Department on May 3, 2024. There were no issues and we scored 100%. These are unannounced audits.

There was a cash count audit on 6/4/2024. There were no concerns or discrepancies noted. These audits are random audits by our county auditors' office of our cash drawer in our reception area.

The fire inspection was conducted on May 9, 2024. In section 907.8.4- Fire Alarm inspection, testing and maintenance there were issues. This has to do with covers around the sprinkler heads and a yellow tag on the newly installed storage room in the gym as it should have sprinklers, and trouble signals in the fire safety system. Proper county personnel and the Fire Inspector are communicating on these issues.

Appendix A- Juvenile Detention Statistics

Detention Statistics for	Mar. 2023-May. 2023	Mar. 2024-May. 2024
Admissions	270	201
Releases	266	202
Average Daily	39	37
Average Length of Stay	18	18
Escape	00	00
Suicide Attempt	00	00
Suicide Watch	23	21
Physical Abuse	00	00
Emotional Abuse	00	00
Sexual Abuse	01	00
Exploitation	00	00
Physical Restraint	19	15
Mechanical Restraint	08	03
Disciplinary Seclusion	60	48
Safety-based Seclusion	09	07
Medical Confinement	123	06
Resident Grievances (submitted)	03	00
Resident Grievances (confirmed)	00	00
Neglect (supervision)	00	00

The statistics above are for a three- month period. In 2023 out of the 23 suicide watches, 13 of those watches were close observation watches. In 2024 out of the 21 suicide watches, 14 of those watches were close observation watches.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

6/21/2024

ITEM:

Annual Review of the Brazos County Juvenile Justice Alternative Education Program and adoption of the Student Code of Conduct.

TO:

Commissioners Court

DATE:

06/13/2024

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available



BRAZOS COUNTY JUVENILE SERVICES DEPARTMENT

Linda Ricketson, Director
Melissa White, Assistant Director

STATE OF TEXAS §

COUNTY OF BRAZOS §

BE IT REMEMBERED, at a regular meeting of the Juvenile Board of Brazos County, Texas, held on the 21st day of June 2024, on motion made by Judge Matzke, and seconded by Chris Densey, the following Resolution was adopted:

WHEREAS, The Brazos County Juvenile Board is the governing body for the Brazos County Juvenile Services Department.

WHEREAS, The Brazos County Juvenile Board is required by the Texas Administrative Code to participate in an annual evaluation of the overall operations of the Juvenile Justice Alternative Education Program, per TAC 348.200 (e).

WHEREAS, The Brazos County Juvenile Board is required by the Texas Administrative Code to annually adopt the Juvenile Justice Alternative Education Program's Student Code of Conduct, Per TAC 348.224 (a)(1).

WHEREAS, Pursuant to the Texas Administrative Code the review shall at a minimum include all required information as detailed in TAC 348.200 (e) and include the JJAEP Performance Assessment Report for School Year 2022-2023.

WHEREAS, The Juvenile Justice Alternative Education Program conducts a yearly Performance review of academic services rendered each school year.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Brazos County Juvenile Board has participated in an annual performance review of the Juvenile Justice Alternative Education Program in an open Juvenile Board meeting this 21st day of June 2024.

Duane Peters,
Chair, Brazos County Juvenile Board

Linda Ricketson,
Executive Director

R.J. Holmgreen Brazos County Juvenile Justice Center
1904 West SH 21 * Bryan, Texas 77803
Office (979) 823-3544 * Fax (979) 823-4211

June 21, 2024

To: ISD Superintendent
From: Todd McKey, JJAEP Superintendent

Re: **2023-2024 Management Review of the JJAEP**

Brazos County JJAEP/Academy

The Brazos County Juvenile Services Department operates a Juvenile Justice Alternative Education Program (JJAEP) with intent to provide a quality alternative educational setting for youth expelled from the local School Districts for mandatory offenses or placement by the Juvenile Magistrate. As required by JJAEP standards, a JJAEP must focus on English Language Arts, Mathematics, Science, Social Studies and Self Discipline.

The mission of the JJAEP is to provide a structured environment conducive to learning that enables students to perform at appropriate grade level. JJAEPs are required to operate seven hours a day, 180 days a year, pursuant to Section 37.011(f) of the Texas Education Code. Students attending the Academy during the 2023-2024 school year were in grades six through twelve and ranged in age from 11-17.

2023 -2024 JJAEP Statistics

30	Total student enrollment
01	Mandatory student referrals
01	Discretionary JJAEP Placements
28	Court Order / Probation placements
10	Average Daily Population -Lowest ADP in August (3.3), highest ADP in March (15.5).
76	Average Length of Stay (days)
17	Number of students who successfully completed the program (6 students are still enrolled in program)
06	Number of students who discharged without successfully completing the program
01	Number of students withdrawn for non-delinquency reasons
00	Restraints or Serious Incidents
92%	Attendance Rate
243	Half-credits earned by enrolled students
13	Re-Contacts: (new arrests or referrals during the entire length of enrollment for students who exited the JJAEP during the previous school year, 2022-2023).
18	Males
12	Females
15	African American
13	Hispanic
02	Caucasian
00	Other
12	Qualified as needing Special Education Services


Safety & Security: Safety and security remained a top priority for the JJAEP again this year, and as a result, there were no serious incidents to report during the 2023-2024 school year. The current policies and procedures as related to safety and security have been reviewed and will remain in effect for the 2024-2025 school year. As in years past, students are orientated to emergency drills and procedures. Emergency Drills include fire, hazardous weather, and tornado drills as well as other types of safety procedures, including active shooter events. Drills are practiced at least once monthly by Academy staff and students per BCJS Policy and Procedures and TJJD Standards.

Inter-Local Cooperation: The BCJS department has maintained a professional and continuous working relationship with the BISD, CSISD, NISD and the HISD. Information as pursuant to the MOU for the JJAEP has been adhered to as required.

Student Code of Conduct: Existing Student Code of Conduct has been reviewed and it aligns with the JJAEP standards that went into effect in August 2018. The Behavior Management System will remain in effect, requiring 80 days of successful completion unless modified by JJAEP Program Administration staff, sending ISD or the Juvenile Magistrate.

Policies & Procedures:

Existing Policies and Procedures were reviewed and align with the JJAEP standards that went into effect in August 2018. Current policy and procedure will ensure that we are in compliance with TJJD standards.



JJAEP Superintendent



Date of Management Review



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 6/21/2024

ITEM: Discuss and take possible action on the Juvenile Justice Alternative Education Program's Memorandum of Understanding with Bryan Independent School District for the 2024-2025 School Year.

TO: Commissioners Court

DATE: 06/13/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available



BRAZOS COUNTY JUVENILE SERVICES DEPARTMENT

Linda Ricketson, Director
Melissa White, Assistant Director

June 21, 2024

To: Brazos County Juvenile Board
From: Linda Ricketson, Executive Director

Re: **Juvenile Justice Alternative Education MOU with Bryan Independent School District**

BACKGROUND

Texas Education Code section 37.001 (k) states that each school district in a county with a population greater than 125,000 and the county Juvenile Board shall annually enter into a joint Memorandum of Understanding regarding the operation of the county's Juvenile Justice Alternative Education Program (JJAEP).

Texas Administrative Code section 348.200(c) (1) requires the Juvenile Board to approve the Memorandum of Understanding between the JJAEP and the school districts.

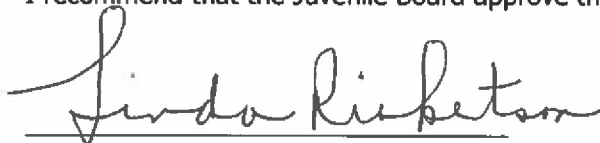
I am requesting that the Juvenile Board approve and renew our MOU with Bryan Independent School District for the school year 2024-2025.

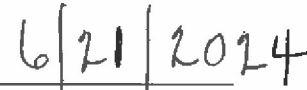
FISCAL IMPACT

Brazos County Juvenile Services internalized the educational services for our JJAEP/Academy during the 2009-2010 school year. Brazos County accepts discretionary referrals on a limited basis at a rate of \$106.00 per student, per day. Brazos County will also continue to be reimbursed by BISD, for probation placements, at the same rate as the daily target revenue rate.

RECOMMENDATION

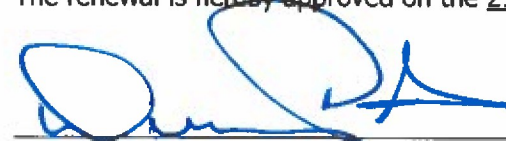
I recommend that the Juvenile Board approve the MOU with Bryan Independent School District.

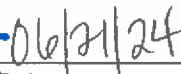

Linda Ricketson


Date

BOARD APPROVAL

The renewal is hereby approved on the 21st day of June, 2024 by the Brazos County Juvenile Board.


Duane Peters,
Chair, Brazos County Juvenile Board


Date

**2024-2025 MEMORANDUM OF UNDERSTANDING BETWEEN
BRAZOS COUNTY JUVENILE SERVICES
ACADEMY/JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
AND BRYAN INDEPENDENT SCHOOL DISTRICT**

I. PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Brazos County Juvenile Board (Juvenile Board), a political subdivision of the State of Texas, and Bryan Independent School District (“BISD”) whose students are subject to placement in the Brazos County Juvenile Services Academy / Juvenile Justice Alternative Education Program (the Program of JJAEP). It establishes roles and responsibilities relating to the Brazos County Juvenile Justice Alternative Education Program and Bryan Independent School District. This Memorandum of Understanding is an inter-local agreement entered into pursuant to Texas Education Code, Chapter 37 and Texas Government Code Chapter 791.

II. PROGRAM GOALS

The major goals for the Program in providing services for the students are: (1) to provide a continuum of educational services; (2) to establish consistency, predictability, and appropriateness of student placement following expulsion from their regular school program; (3) to return the expelled student to a regular school setting as soon as appropriate; (4) to impress upon the expelled student that there are progressive sanctions for engaging in criminal and delinquent behavior in the public school setting; (5) to provide educational and placement options for the Brazos County juvenile courts; and (6) to enable the expelled student to perform academically at their appropriate grade level.

III. STUDENT ELIGIBILITY

Students will be assigned to the Brazos County Juvenile Services Academy/Juvenile Justice Alternative Education Program (JJAEP) only as set forth by the provision of this MOU.

- A. Discretionary Expulsions. Students may be assigned to the JJAEP when they have been expelled from BISD for committing one of the offenses listed in the “Attachment A” deemed to be a discretionary expulsion by the Texas Education Code (“TEC”), as listed under TEC Section 37.007 (b), (c), (d), (f), or (i), and Section 37.0081(b) (Discretionary Expulsion).
- B. Mandatory Expulsion. Students shall be assigned to the JJAEP when they have received a mandatory expulsion from BISD for committing one of the delinquent or criminal offenses deemed to require a mandatory expulsion under TEC Section 37.007 (a), (d), and (e) (Mandatory Expulsion).
- C. Notification Procedures. BISD shall notify the appropriate local law enforcement agency and/or the juvenile and juvenile department in writing as soon as practicable upon BISD’s identification of a student who it reasonably believes has engaged in delinquent or criminal conduct for which the student will be subject to mandatory or

discretionary expulsion. Such notice shall be given in addition to any notice required under Texas Family Code Sec. 52.041.

- D. Court-Ordered Placements. Students may be placed in the JJAEP by a Brazos County Juvenile Court when they have been adjudicated or placed on conditions of release for delinquent conduct. BISD is responsible for providing special education services for BISD students, as articulated in the students' IEPs and/or BIPs when such services are not provided by the JJAEP.
- E. Registered Sex Offenders. Students who are publicly registered sex offenders may be placed by BISD in the JJAEP as provided in Subchapter I of Chapter 37 of the TEC and in accordance with the conditions set out in Section III.B of this MOU.
- F. Adult Students. A student who is 17 years or older (Adult Student) is not eligible for juvenile probation services unless the student was on juvenile probation at the time of enrollment. In the event an Adult Student does not meet the JJAEP Program behavior expectations as determined by the JJAEP Administrator, the student shall be returned to BISD for disposition. The JJAEP shall not accept nor keep enrolled any student who is 18 years of age or older.
- G. Homebound Students. JJAEP does not provide services to students who qualify for and are receiving homebound education services.
- H. Mandatory and Discretionary Placements. Students expelled into the JJAEP shall only be accepted or remain in the JJAEP if ordered as a condition of court ordered juvenile probation or on a condition of release for "Delinquent Conduct" (as defined by Texas Family Code Chapter 51) by a Brazos County juvenile judge or Brazos County juvenile referee. Eligibility of any other student expelled from BISD on a discretionary basis will be determined by the JJAEP and BISD on a case-by-case basis following BISD hearing on recommended expulsion. The JJAEP will be notified of such hearings and permitted to attend.

IV. STUDENT PLACEMENT

Term of Assignment to the JJAEP

- A. Term of Assignment. The discretionary expulsion or placement order by BISD shall specify the number of days or term of the expulsion or placement. For the purpose of this Article, one hundred eighty (180) enrolled instructional days is a year (Year). Minimum placement will be no less than, thirty (30) instructional days but not to exceed one Year unless otherwise required by law. Students being discharged from the JJAEP shall be released at the end of a grading period back to BISD.
- B. Notification. The JJAEP shall provide a basic schedule of instruction to the home district of each student within five business days of enrollment.
- C. Mandatory Expulsions. A student's original term of expulsion for a mandatory offense may not exceed one (1) calendar year. A student's total assignment to the JJAEP for the Mandatory Expulsion may not exceed one (1) Year. An exception may be granted for the expulsion of a student who brings a firearm to school. A

student expelled from the student's regular campus for a period of one (1) calendar year in accordance with federal law may be assigned to the JJAEP for one (1) calendar year.

D. Mandatory and Discretionary Placements. A student who is assigned to the JJAEP due to a Mandatory or Discretionary Expulsion shall be returned to BISD upon the first of these events to occur:

1. The charges are dismissed or reduced to an offense not eligible for expulsion.
2. The student is acquitted.
3. The student is discharged from juvenile probation or from conditions of release.
4. The student completes the term of placement.
5. The student graduates from high school.
6. The student's assignment at the JJAEP reaches one hundred eighty (180) enrolled instructional days; or,
7. The student successfully completes the JJAEP Program.

At the discretion of the Brazos County JJAEP, any mandatory or discretionary student may be returned to their home district for persistent disruption of program and/or failure to attend school (including leaving the campus without permission).

E. Student Releases. The JJAEP staff may recommend students who demonstrate exemplary performance for early release and alternatively, may recommend expulsion term extensions for students who do not satisfactorily complete the JJAEP program. The final determination to extend a student's expulsion term is that of the BISD.

A student's assignment to the JJAEP shall terminate at the earliest of one of the following dates:

1. Successful completion of the expulsion term.
2. Early release pursuant to the preceding paragraph.
3. One of the seven "Exit Reasons" described in Texas Juvenile Justice Department 348 standards:
 - a. Completed program / returned to home school while on probation.
 - b. Completed program / term of probation expired.
 - c. Completed program / term of placement expired.
 - d. GED completion
 - e. Graduated
 - f. Left program incomplete.
 - g. Other – left program for non-delinquency reason such as moved, death, or medical reason; or,
4. The student's assignment to the JJAEP reaches one hundred eighty (180) enrolled instructional days.

F. Maximum Student Population. The maximum student population shall not exceed thirty (30) students. In the event the JJAEP population exceeds thirty (30) enrolled

students the JJAEP may:

1. Discharge and return discretionary expulsions enrolled at the JJAEP back to BISD to reduce the population; and / or,
 2. Refuse or deny any new discretionary expulsions from BISD.
- G. Referrals. BISD shall be allowed no more than four (4) discretionary referrals at any one time.

V. SPECIAL PROGRAMS

Special Education and 504.

- A. Initial ARD or 504 Committee. A BISD student who commits an offense and has been identified by BISD as having a disability may be expelled from BISD only after a duly constituted Admission, Review and Dismissal (“ARD”) Committee determines that the alleged offense is not a manifestation of the student’s disability in accordance with applicable state and federal laws. BISD shall invite the JJAEP Administrator or the administrator’s designee to an ARD committee meeting convened to discuss a BISD student’s expulsion. BISD must provide reasonable notice of the ARD committee meeting to the JJAEP administrator and to the parent consistent with federal and state law. A copy of the student’s current individualized education program (IEP) and Behavior Intervention Plan (BIP) must be provided to the JJAEP Administrator with the notice. If the JJAEP Administrator or designee is unable to attend the ARD committee meeting, the JJAEP representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls. The JJAEP representative may participate in the meeting to the extent that the meeting relates to the student’s placement in the JJAEP and implementation of the IEP or BIP in the JJAEP. Any BISD student who has been identified as a 504 eligible student may be expelled only after a 504 committee determines whether the student’s disability as it relates to the alleged misbehavior should result in the student’s expulsion.
- B. Section-504-Eligible Students. (1) The JJAEP will ensure, in collaboration with BISD, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee. (2) Documentation of Section 504 eligibility determinations will be maintained for each student.
- C. English as a Second Language (ESL). (1) The JJAEP, in collaboration with BISD, will ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). (2) Documentation of LPAC determinations will be maintained for each student.
- D. IEP and BIP. BISD Students with disabilities assigned to the JJAEP will be provided educational services determined by the ARD Committee, and articulated in the IEP and / or BIP, such that the student receives a free and appropriate public education as defined by federal and state laws, and as further provided herein. The IEP and / or

BIP must delineate the projected date for the beginning of services, personnel who will provide direct and/or related services, the anticipated frequency, location and duration of services, and modifications for the term of the student's tenure at the JJAEP.

1. Responsibility. Ultimately, BISD is responsible to ensure that appropriate programs and services, as articulated in a BISD student's IEP and/or BIP, are provided at the JJAEP continuously and without disruption. The Juvenile Board is not responsible for the provision of special education services, 504 services or LPAC/ESL services. All related services articulated in students' IEPs must be provided by BISD. Related services include speech therapy, occupational therapy, physical therapy, special transportation, in-home/parent training, and sign language interpreters.
 2. Amendments. The JJAEP Administrator or designee will notify BISD if the JJAEP is unable to implement the services assigned to it in the IEP and/or BIP of a BISD student. BISD will convene an ARD Committee meeting, including the appropriate JJAEP personnel, to reconsider the placement of the student JJAEP, or amend the plans as deemed necessary. Any amendments to an IEP and/or BIP of a BISD student will be effectuated through the BISD ARD Committee. The JJAEP will provide a copy of each special education student's schedule within 5 school days of BISD's request.
- E. Suspected Disability. If a BISD student assigned to the JJAEP is suspected of having a disability under the Individuals with Disabilities Education and Improvement Act (IDEIA) criteria, BISD's Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary. The JJAEP staff will assist with the completion of the necessary referral documents. Any BISD student determined to qualify for services and protection under IDEA or Section 504, shall be afforded all lawfully required services and protections by BISD to the extent that the JJAEP cannot provide the service and BISD is notified of the need to provide the service.
- F. Change of Residence. Students receiving special education services prior to their expulsion and who change residence to another ISD served by the JJAEP, shall continue to be the responsibility of the expelling ISD for the duration of their expulsion.
- G. Special Education Eligibility. In any instance where a BISD JJAEP student who was not eligible for special education services at the time of the expulsion and/or who has not previously been admitted into a special education program, changes residence from the expelling ISD to BISD and now qualifies for special education services, an ARD Committee meeting will be convened with representatives from the expelling ISD, BISD, and JJAEP personnel. When a student is identified as a special education student and after consent is obtained for that student to receive services, the ISD of the new residence will accept full responsibility for the expelled student, claim Average Daily Attendance (ADA), provide any special education services articulated in the IEP and/or BIP that the JJAEP cannot provide, and be obligated to pay a cost for the placement to the JJAEP. BISD retains the authority to honor or terminate the expulsion and have the student attend one of the schools within BISD. BISD shall be responsible for the provision of special education services as deemed

necessary by the respective evaluation team.

- H. Accountability. Academic accountability for BISD students placed at the JJAEP shall remain with BISD. The eligibility folder will stay with BISD, and a working folder will be sent to the JJAEP prior to the intake appointment.
- I. Addressing Concerns. After placement of a BISD student in the JJAEP, if the JJAEP has concerns that the student's education or behavioral needs cannot be met in the JJAEP program, the JJAEP shall provide written notice of the specific concerns to BISD. BISD will conduct an ARD Committee meeting to reconsider the placement of the student into the JJAEP and to avoid disruption of services and/or an improper placement. BISD is responsible for providing notice to the JJAEP and to the parent of the ARD Committee meeting in compliance with federal and state law and advising them of the specified time and location of the ARD Committee meeting. If the JJAEP Administrator or designee is unable to attend the ARD Committee meeting, the JJAEP representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls.
- J. Notices. The notices required in Article IV of this MOU must be provided in the native language of the parent or mode of communication used by the parent, in compliance with federal law. The term "native language" when used with reference to an individual of limited English proficiency, means the language used by the individual, or in the case of the child, the language normally used by the parent of the child.

V. ADMINISTRATION OF STATE-MANDATED ASSESSMENTS

All state-required standardized tests will be administered to students enrolled at the JJAEP. The following responsibilities are assigned for administration of the tests:

- A. List of Students. JJAEP staff will provide BISD with a list of all students from that District enrolled at the JJAEP at least ten (10) school days prior to the date of administration of state-required standardized tests and will timely update BISD as to any changes to that list through the date of testing.
- B. Answer Sheets. BISD is responsible for securing, coding, and delivering all answer sheets to the JJAEP Administrator or designee at least five (5) school days before the day of standardized test administration. BISD will also provide additional answer documents to cover students that enroll after the list of students was provided to BISD.
- C. Modifications. BISD will assist the JJAEP staff to ensure implementation of modifications articulated in the IEPs and/or BIPs for standardized testing, as appropriate, for students receiving special education services, and speakers of languages other than English. If the modifications exceed what the JJAEP can reasonably implement, BISD remains responsible for ensuring that the student has access to the necessary modifications by whatever means BISD deems most appropriate.
- D. Retrieving Completed Answer Sheets. The JJAEP is responsible for making

necessary arrangements to retrieve all completed student answer sheets attributed to BISD's students enrolled at the JJAEP. This should occur at least ten (10) school days prior to the state-mandated ship date.

- E. Submitting Answer Sheets. BISD is responsible for obtaining the student answer sheets and is also responsible for returning all answer sheets and test booklets to the appropriate TEA contracted agent.
- F. Student Success Initiatives. The JJAEP will assist BISD in meeting student success initiatives mandated by state law. This assistance does not include the hiring of additional staff.

VI. FUNDING AND BILLING

- A. Mandatory Expulsions. Funding for expulsions deemed by BISD to be mandatory for purposes of Texas Education Code Chapter 37 will be provided by the Texas Juvenile Justice Department ("TJJD") for those students who meet the prescribed TJJD eligibility requirements. In addition to the payment received from TJJD, BISD will pay for the attendance of such students at the rate of \$27.64 per day.
- B. Discretionary Expulsions. For students who are Discretionary Expulsions pursuant to TEC Section 37.007 (b), (c), (d), (f), or (i), and Section 37.008 (b) BISD shall pay the rate of \$106.00 per student per day of attendance at the JJAEP. This rate may be modified by the Juvenile Board during the term of this MOU.
- C. Court Ordered Placements. BISD shall forward funds received for these students from the Texas Education Agency based on BISD's daily attendance rate, hereinafter referred to as "Target Revenue", to Brazos County Juvenile Services.
- D. Payment. BISD shall make payment to the Juvenile Board through the Brazos County Auditor. Payment for the full amount hereunder shall be made payable to Brazos County within thirty (30) days after the invoice issued by the JJAEP Administrator.

VII. TRANSPORTATION

Participant ISD Responsibility. Transportation of students to and from the JJAEP shall be the sole responsibility of BISD. BISD is responsible for either transporting the students or information parents of their responsibility to transport their children to and from the JJAEP. BISD shall provide all necessary security at the student pick up/drop off location(s). Special Education students for whom special transportation is required by the students Individual Education Plan (IEP) will receive transportation from BISD.

VIII. TRANSITION

Approaching a student's completion of his/her term at the JJAEP, JJAEP staff will send BISD a

transition file that includes:

- A. The student's grades converted to numeric scores; when requested by BISD, course completions will be reported.
- B. A behavior summary, recommendations and comments that suggest placement options that the JJAEP staff deems appropriate for the student returning to his/her home campus.
- C. Attendance information; and,
- D. Other recommendations and comments.

IX. PARTIAL INVALIDITY

If any provision, section, subsection, paragraph, sentence, clause or phrase of this MOU, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

X. TERM

This Agreement supersedes all prior MOU agreements between these parties and shall be in effect as of August 1, 2024 continuing through, and including, July 31, 2025. This Agreement shall automatically renew each year on August 1st, beginning with August 1, 2024, unless notice of a party's intent not to renew is sent to the other party prior to July 15th of that year. The Brazos County Juvenile Board and Bryan Independent School District may modify this Agreement under terms as specified in a written addendum to be signed by all parties and subsequently attached hereto.

XI. INTEGRATION

This Memorandum of Understanding, together with the instruments heretofore incorporated by reference and the attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof. No other agreement, statement, or promise made by or to any employee, officer, official, or agent of any party that is not contained herein shall be of any force or effect. Any modifications to the terms hereof must be in writing and signed by the parties.

AGREED AND EXECUTED this the 21 day of June, 2024.

Brazos County Juvenile Board

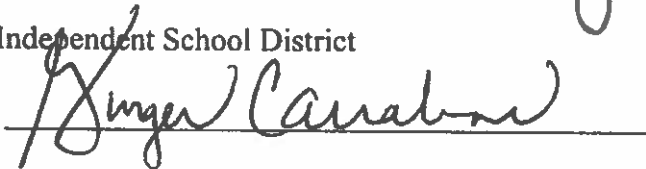
By: 

Name: Judge Duane Peters

Title: Chairman

AGREED AND EXECUTED this the 17 day of June, 2024.

Bryan Independent School District

By: 

Name: Ginger Carrabine

Title: Superintendent

ON _____, 20_____, FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

Brazos County Commissioners Court

By: _____

Duane Peters, County Judge
200 S. Texas Ave., Ste. 332
Bryan, TX 77803
Phone: 979-361-4102
Fax: 979-361-4503

_____ Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

6/21/2024

ITEM:

Discuss and take possible action on the Juvenile Justice Alternative Education Program's Memorandum of Understanding with College Station Independent School District for the 2024-2025 School Year.

TO:

Commissioners Court

DATE:

06/13/2024

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available



BRAZOS COUNTY JUVENILE SERVICES DEPARTMENT

Linda Ricketson, Director
Melissa White, Assistant Director

June 21, 2024

To: Brazos County Juvenile Board
From: Linda Ricketson, Executive Director

Re: **Juvenile Justice Alternative Education MOU with College Station Independent School District**

BACKGROUND

Texas Education Code section 37.001 (k) states that each school district in a county with a population greater than 125,000 and the county Juvenile Board shall annually enter into a joint Memorandum of Understanding regarding the operation of the county's Juvenile Justice Alternative Education Program (JJAEP).

Texas Administrative Code section 348.200(c) (1) requires the Juvenile Board to approve the Memorandum of Understanding between the JJAEP and the school districts.

I am requesting that the Juvenile Board approve and renew our MOU with College Station Independent School District for the school year 2024-2025.

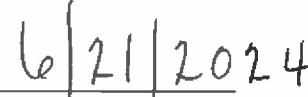
FISCAL IMPACT

Brazos County Juvenile Services internalized the educational services for our JJAEP/Academy during the 2009-2010 school year. Brazos County accepts discretionary referrals on a limited basis at a rate of \$106.00 per student, per day. Brazos County will also continue to be reimbursed by CSISD, for probation placements, at the same rate as the daily target revenue rate.

RECOMMENDATION

I recommend that the Juvenile Board approve the MOU with College Station Independent School District.


Linda Ricketson


Date

BOARD APPROVAL

The renewal is hereby approved on the 21st, day of June, 2024 by the Brazos County Juvenile Board.


Duane Peters,
Chair, Brazos County Juvenile Board


Date

**2024-2025 MEMORANDUM OF UNDERSTANDING BETWEEN
BRAZOS COUNTY
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM/ACADEMY
AND
COLLEGE STATION INDEPENDENT SCHOOL DISTRICT**

I. PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Brazos County Juvenile Board (Juvenile Board), a political subdivision of the State of Texas, and College Station Independent School District (“CSISD”) whose students are subject to placement in the Brazos County Juvenile Services Academy / Juvenile Justice Alternative Education Program (the Program of JJAEP). It establishes roles and responsibilities relating to the Brazos County Juvenile Justice Alternative Education Program and College Station Independent School District. This Memorandum of Understanding is an inter-local agreement entered into pursuant to Texas Education Code, Chapter 37 and Texas Government Code Chapter 791.

II. PROGRAM GOALS

The major goals for the Program in providing services for the students are: (1) to provide a continuum of educational services; (2) to establish consistency, predictability, and appropriateness of student placement following expulsion from their regular school program; (3) to return the expelled student to a regular school setting as soon as appropriate; (4) to impress upon the expelled student that there are progressive sanctions for engaging in criminal and delinquent behavior in the public school setting; (5) to provide educational and placement options for the Brazos County juvenile courts; and (6) to enable the expelled student to perform academically at their appropriate grade level.

III. STUDENT ELIGIBILITY

Students will be assigned to the Brazos County Juvenile Services Academy/Juvenile Justice Alternative Education Program (JJAEP) only as set forth by the provision of this MOU.

- A. Discretionary Expulsions. Students may be assigned to the JJAEP when they have been expelled from CSISD for committing one of the offenses listed in the “Attachment A” deemed to be a discretionary expulsion by the Texas Education Code (“TEC”), as listed under TEC Section 37.007 (b), (c), (d), (f), or (i), and Section 37.0081(b) (Discretionary Expulsion).
- B. Mandatory Expulsion. Students shall be assigned to the JJAEP when they have received a mandatory expulsion from CSISD for committing one of the delinquent or criminal offenses deemed to require a mandatory expulsion under TEC Section 37.007 (a), (d), and (e) (Mandatory Expulsion).
- C. Notification Procedures. CSISD shall notify the appropriate local law enforcement agency and/or the juvenile and juvenile department in writing as soon as practicable upon CSISD’s identification of a student who it reasonably

believes has engaged in delinquent or criminal conduct for which the student will be subject to mandatory or discretionary expulsion. Such notice shall be given in addition to any notice required under Texas Family Sec. 52.041.

- D. Court-Ordered Placements. Students may be placed in the JJAEP by a Brazos County Juvenile Court when they have been adjudicated or placed on conditions of release for delinquent conduct. CSISD is responsible for providing special education services for CSISD students, as articulated in the students' IEPs and/or BIPs when such services are not provided by the JJAEP.
- E. Registered Sex Offenders. Students who are publicly registered sex offenders and residents of Brazos County may be placed by CSISD in the JJAEP as provided in Subchapter I of Chapter 37 of the TEC and in accordance with the conditions set out in Section III.B.5 of this MOU. Only students who are Brazos County residents may be placed in the JJAEP under this provision.
- F. Adult Students. A student who is 17 years or older (Adult Student) is not eligible for juvenile probation services unless the student was on juvenile probation at the time of enrollment. In the event an Adult Student does not meet the JJAEP Program behavior expectations as determined by the JJAEP Administrator, the student shall be returned to CSISD for disposition. The JJAEP shall not accept nor keep enrolled any student who is 18 years of age or older.
- G. Pregnant Students. The JJAEP shall not accept nor keep enrolled any student who is pregnant due to the physical activity component required by the program. Additionally, the JJAEP is unable to provide homebound education services if/when the need arises.
- H. Mandatory and Discretionary Placements. Students expelled into the JJAEP shall only be accepted or remain in the JJAEP if ordered as a condition of court ordered juvenile probation or on a condition of release for "Delinquent Conduct" (as defined by Texas Family Code Chapter 51) by a Brazos County juvenile judge or Brazos County juvenile referee. Eligibility of any other student expelled from CSISD on a discretionary basis will be determined by the JJAEP and CSISD on a case-by-case basis following CSISD hearing on recommended expulsion. The JJAEP will be notified of such hearings and permitted to attend.

IV. STUDENT PLACEMENT

Term of Assignment to the JJAEP

- A. Term of Assignment. The discretionary expulsion or placement order by CSISD shall specify the number of days or term of the expulsion or placement. For the purpose of this Article, one hundred eighty (180) enrolled instructional days is a year (Year). Minimum placement will be no less than, thirty (30) instructional days but not to exceed one year unless otherwise required by law. Students being discharged from the JJAEP may be released at the end of a grading period back to CSISD.
- B. Notification. The JJAEP shall provide a basic schedule of instruction to the home

district of each student within five business days of enrollment.

- C. Mandatory Expulsions. A student's original term of expulsion for a mandatory offense may not exceed one (1) calendar year. A student's total assignment to the JJAEP for the Mandatory Expulsion may not exceed one (1) year. An exception may be granted for the expulsion of a student who brings a firearm to school. A student expelled from the student's regular campus for a period of one (1) calendar year in accordance with federal law may be assigned to the JJAEP for one (1) calendar year.
- D. Mandatory and Discretionary Placements. A student who is assigned to the JJAEP due to a Mandatory or Discretionary Expulsion shall be returned to CSISD upon the first of these events to occur:
1. The charges are dismissed or reduced to an offense not eligible for expulsion.
 2. The student is acquitted.
 3. The student is discharged from juvenile probation or from conditions of release.
 4. The student completes the term of placement.
 5. The student graduates from high school.
 6. The student's assignment at the JJAEP reaches one hundred eighty (180) enrolled instructional days; or,
 7. The student successfully completes the JJAEP Program.

At the discretion of the Brazos County JJAEP, any mandatory or discretionary student may be returned to their home district for persistent disruption of program and/or failure to attend school (including leaving the campus without permission).

- E. Student Releases. The JJAEP staff may recommend students who demonstrate exemplary performance for early release and alternatively, may recommend expulsion term extensions for students who do not satisfactorily complete the JJAEP program. The final determination to extend a student's expulsion term is that of the CSISD.

A student's assignment to the JJAEP shall terminate at the earliest of one of the following dates:

1. Successful completion of the expulsion term.
2. Early release pursuant to the preceding paragraph.
3. One of the seven "Exit Reasons" described in Texas Juvenile Justice Department 348 standards:
 - a. Completed program / returned to home school while on probation.
 - b. Completed program / term of probation expired.
 - c. Completed program / term of placement expired.
 - d. GED completion
 - e. Graduated
 - f. Left program incomplete.
 - g. Other – left program for non-delinquency reason such as moved,

- death, or medical reason; or,
4. The student's assignment to the JJAEP reaches one hundred eighty (180) enrolled instructional days.
- F. Maximum Student Population. The maximum student population shall not exceed thirty (30) students. In the event the JJAEP population exceeds thirty (30) enrolled students the JJAEP may.
1. Discharge and return discretionary expulsions enrolled at the JJAEP back to CSISD to reduce the population; and / or,
 2. Refuse or deny any new discretionary expulsions from CSISD.
- G. Referrals. CSISD shall be allowed no more than four (4) discretionary referrals at any one time.

V. SPECIAL PROGRAMS

Special Education and 504.

- A. Initial ARD or 504 Committee. A CSISD student who commits an offense and has been identified by CSISD as having a disability may be expelled from CSISD only after a duly constituted Admission, Review and Dismissal ("ARD") Committee determines that the alleged offense is not a manifestation of the student's disability in accordance with applicable state and federal laws. CSISD shall invite the JJAEP Administrator or the administrator's designee to an ARD committee meeting convened to discuss a CSISD student's expulsion. CSISD must provide reasonable notice of the ARD committee meeting to the JJAEP administrator and to the parent consistent with federal and state law. A copy of the student's current individualized education program (IEP) and Behavior Intervention Plan (BIP) must be provided to the JJAEP Administrator with the notice. If the JJAEP Administrator or designee is unable to attend the ARD committee meeting, the JJAEP representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls. The JJAEP representative may participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP and implementation of the IEP or BIP in the JJAEP. Any CSISD student who has been identified as a 504 eligible student may be expelled only after a 504 committee determines whether the student's disability as it relates to the alleged misbehavior should result in the student's expulsion.
- B. Section-504-Eligible Students. (1) The JJAEP will ensure, in collaboration with CSISD, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee. (2) Documentation of Section 504 eligibility determinations will be maintained for each student.
- C. English as a Second Language (ESL). (1) The JJAEP, in collaboration with CSISD, will ensure that a student who is non-English speaking or who speaks

English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). (2) Documentation of LPAC determinations will be maintained for each student.

- D. IEP and BIP. CSISD Students with disabilities assigned to the JJAEP will be provided educational services determined by the ARD Committee, and articulated in the IEP and / or BIP, such that the student receives a free and appropriate public education as defined by federal and state laws, and as further provided herein. The IEP and / or BIP must delineate the projected date for the beginning of services, personnel who will provide direct and/or related services, the anticipated frequency, location and duration of services, and modifications for the term of the student's tenure at the JJAEP.
1. Responsibility. Ultimately, CSISD is responsible to ensure that appropriate programs and services, as articulated in a CSISD student's IEP and/or BIP, are provided at the JJAEP continuously and without disruption. The Juvenile Board is not responsible for the provision of special education, 504 services or LPAC/ESL services. All related services articulated in students' IEPs must be provided by CSISD. Related services include speech therapy, occupational therapy, physical therapy, special transportation, in-home/parent training, and sign language interpreters.
 2. Amendments. The JJAEP Administrator or designee will notify CSISD if the JJAEP is unable to implement the services assigned to it in the IEP and/or BIP of a CSISD student. CSISD will convene an ARD Committee meeting, including the appropriate JJAEP personnel, to reconsider the placement of the student JJAEP, or amend the plans as deemed necessary. Any amendments to an IEP and/or BIP of a CSISD student will be effectuated through the CSISD ARD Committee. The JJAEP will provide a copy of each special education student's schedule within 5 school days of CSISD's request.
- E. Suspected Disability. If a CSISD student assigned to the JJAEP is suspected of having a disability under the Individuals with Disabilities Education and Improvement Act (IDEIA) criteria, CSISD's Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary. The JJAEP staff will assist with the completion of the necessary referral documents. Any CSISD student determined to qualify for services and protection under IDEA or Section 504, shall be afforded all lawfully required services and protections by CSISD to the extent that the JJAEP cannot provide the service and CSISD is notified of the need to provide the service.
- F. Change of Residence. Students receiving special education services prior to their expulsion and who change residence to another ISD served by the JJAEP, shall continue to be the responsibility of the expelling ISD for the duration of their expulsion.
- G. Special Education Eligibility. In any instance where a CSISD JJAEP student who

was not eligible for special education services at the time of the expulsion and/or who has not previously been admitted into a special education program, changes residence from the expelling ISD to CSISD and now qualifies for special education services, an ARD Committee meeting will be convened with representatives from the expelling ISD, CSISD, and JJAEP personnel. When a student is identified as a special education student and after consent is obtained for that student to receive services, the ISD of the new residence will accept full responsibility for the expelled student, claim Average Daily Attendance (ADA), provide any special education services articulated in the IEP and/or BIP that the JJAEP cannot provide, and be obligated to pay a cost for the placement to the JJAEP. CSISD retains the authority to honor or terminate the expulsion and have the student attend one of the schools within CSISD. CSISD shall be responsible for the provision of special education services as deemed necessary by the respective evaluation team. Students who meet the criteria for an intellectual disability are not eligible for the Academy Program.

- H. Accountability. Accountability for CSISD students placed at the JJAEP shall remain with CSISD. The eligibility folder will stay with CSISD, and a working folder will be sent to the JJAEP prior to the intake appointment.
- I. Addressing Concerns. After placement of a CSISD student in the JJAEP, if the JJAEP has concerns that the student's education or behavioral needs cannot be met in the JJAEP program, the JJAEP shall provide written notice of the specific concerns to CSISD. CSISD will conduct an ARD Committee meeting to reconsider the placement of the student into the JJAEP and to avoid disruption of services and/or an improper placement. CSISD is responsible for providing notice to the JJAEP and to the parent of the ARD Committee meeting in compliance with federal and state law and advising them of the specified time and location of the ARD Committee meeting. IF the JJAEP Administrator or designee is unable to attend the ARD Committee meeting, the JJAEP representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls.
- J. Notices. The notices required in the Article IV must be provided in the native language of the parent or mode of communication used by the parent, in compliance with federal law. The term "native language" when used with reference to an individual of limited English proficiency, means the language used by the individual, or in the case of the child, the language normally used by the parent of the child.

V. ADMINISTRATION OF STATE-MANDATED ASSESSMENTS

All state-required standardized tests will be administered to students enrolled at the JJAEP. The following responsibilities are assigned for administration of the tests:

- A. List of Students. JJAEP staff will provide CSISD with a list of all students from that District enrolled at the JJAEP at least ten (10) school days prior to the date of administration of state-required standardized tests and will update CSISD in a timely manner as to any changes to that list through the date of testing.

- B. Answer Sheets. CSISD is responsible for securing, coding, and delivering all answer sheets to the JJAEP Administrator or designee at least five (5) school days before the day of standardized test administration. CSISD will also provide additional answer documents to cover students that enroll after the list of students was provided to CSISD.
- C. Modifications. CSISD will assist the JJAEP staff to ensure implementation of modifications articulated in the IEPS and/or BIPs for standardized testing, as appropriate, for students receiving special education services, and speakers of languages other than English. If the modifications exceed what the JJAEP can reasonably implement, CSISD remains responsible for ensuring that the student has access to the necessary modifications by whatever means CSISD deems most appropriate.
- D. Retrieving Completed Answer Sheets. The JJAEP is responsible for making necessary arrangements to retrieve all completed student answer sheets attributed to CSISD's students enrolled at the JJAEP. This should occur at least ten (10) school days prior to the state-mandated ship date.
- E. Submitting Answer Sheets. CSISD is responsible for obtaining the student answer sheets and is also responsible for returning all answer sheets and test booklets to the appropriate TEA contracted agent.
- F. Student Success Initiatives. The JJAEP will assist CSISD in meeting student success initiatives mandated by state law. This assistance does not include the hiring of additional staff.

VI. FUNDING AND BILLING

- A. Mandatory Expulsions. Funding for expulsions deemed by CSISD to be mandatory for purposes of Texas Education Code Chapter 37 will be provided by the Texas Juvenile Justice Department ("TJJD") for those students who meet the prescribed TJJD eligibility requirements. In addition to the payment received from TJJD, CSISD will pay for the attendance of such students at the rate of \$33.71 per day.
- B. Discretionary Expulsions. For students who are Discretionary Expulsions pursuant to TEC Section 37.007 (b), (c), (d), (f), or (i), and Section 37.008 (b) CSISD shall pay the rate of \$106.00 per student per day of attendance at the JJAEP. This rate may be modified by the Juvenile Board during the term of this MOU.
- C. Court Ordered Placements. CSISD shall forward funds received for these students from the Texas Education Agency based on CSISD's daily attendance rate, hereinafter referred to as "Target Revenue", to Brazos County Juvenile Services.
- D. Payment. CSISD shall make payment to the Juvenile Board through the Brazos County Auditor. Payment for the full amount hereunder shall be made payable to Brazos County within thirty (30) days after the invoice issued by the JJAEP Administrator.

VII. TRANSPORTATION

Participant ISD Responsibility. Transportation of students to and from the JJAEP shall be the sole responsibility of CSISD. CSISD is responsible for either transporting the students or informing parents of their responsibility to transport their children to and from the JJAEP. CSISD shall provide all necessary security at the student pick up/drop off location(s). Special Education students for whom special transportation is required by the students Individual Education Plan (IEP) will receive transportation from CSISD.

VIII. TRANSITION

Approaching a student's completion of his/her term at the JJAEP, JJAEP staff will send CSISD a transition file that includes:

- A. The student's grades converted to numeric scores; when requested by CSISD, course completions will be reported.
- B. A behavior summary, recommendations, and comments that suggest placement options that the JJAEP staff deems appropriate for the student returning to his/her home campus.
- C. Attendance information; and,
- D. Other recommendations and comments.

IX. PARTIAL INVALIDITY

If any provision, section, subsection, paragraph, sentence, clause or phrase of this MOU, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

X. TERM

This Agreement supersedes all prior MOU agreements between these parties and shall be in effect as of August 1, 2024, continuing through, and including, July 31, 2025. This Agreement shall automatically renew each year on August 1st, beginning with August 1, 2025, unless notice of a party's intent not to renew is sent to the other party prior to July 15th of that year. The Brazos County Juvenile Board and College Station Independent School District may modify this Agreement under terms as specified in a written addendum to be signed by all parties.

XI. INTEGRATION

This Memorandum of Understanding, together with the instruments heretofore incorporated by reference and the attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof. No other agreement, statement, or promise made by or to any employee, officer, official, or agent of any party, that is not contained herein shall be of any force or effect. Any modifications to the terms hereof must be in writing and signed by the parties.

AGREED AND EXECUTED this the 21 day of June, 2024.

Brazos County Juvenile Board

By: 

Name: Judge Duane Peters

Title: Chairman

AGREED AND EXECUTED this the 22 day of May, 2024.

College Station Independent School District

By: 

Name: Dr. Tim Harkrider

Title: Superintendent

ON _____, 20____, FULLY EXECUTED IN
DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN
ORIGINAL.

~~Brazos County Commissioners Court~~

By: _____

Duane Peters, County Judge
200 S. Texas Ave., Ste. 332

Date _____

Bryan, TX 77803
Phone: 979-361-4102
Fax: 979-361-4503



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 6/21/2024

ITEM: Discuss and take possible action on the Juvenile Justice Alternative Education Program's Memorandum of Understanding with Navasota Independent School District for the 2024-2025 School Year.

TO: Commissioners Court

DATE: 06/13/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available



BRAZOS COUNTY JUVENILE SERVICES DEPARTMENT

Linda Ricketson, Director
Melissa White, Assistant Director

June 21, 2024

To: Brazos County Juvenile Board
From: Linda Ricketson, Executive Director

Re: **Juvenile Justice Alternative Education MOU with Navasota Independent School District**

BACKGROUND

Texas Education Code section 37.001 (k) states that each school district in a county with a population greater than 125,000 and the county Juvenile Board shall annually enter into a joint Memorandum of Understanding regarding the operation of the county's Juvenile Justice Alternative Education Program (JJAEP).

Texas Administrative Code section 348.200(c) (1) requires the Juvenile Board to approve the Memorandum of Understanding between the JJAEP and the school districts.

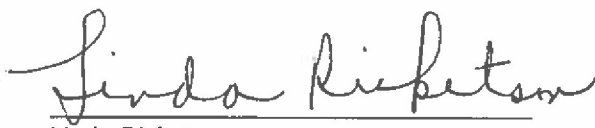
I am requesting that the Juvenile Board approve and renew our MOU with Navasota Independent School District for the 2024-2025 school year.

FISCAL IMPACT

Brazos County Juvenile Services internalized the educational services for our JJAEP/Academy during the 2009-2010 school year. Brazos County accepts discretionary referrals on a limited basis at a rate of \$106.00 per student, per day. Brazos County will also continue to be reimbursed by NISD, for probation placements, at the same rate as the daily target revenue rate.

RECOMMENDATION

I recommend that the Juvenile Board approve the MOU with the Navasota Independent School District.



Linda Ricketson

6/21/2024
Date

BOARD APPROVAL

The renewal is hereby approved on the 21st day of June, 2024 by the Brazos County Juvenile Board.



Duane Peters,
Chair, Brazos County Juvenile Board

06/21/24
Date

**2024-2025 MEMORANDUM OF UNDERSTANDING BETWEEN
BRAZOS COUNTY
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM/ACADEMY
AND
NAVASOTA INDEPENDENT SCHOOL DISTRICT**

I. PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Brazos County Juvenile Board (Juvenile Board), a political subdivision of the State of Texas, and Navasota Independent School District (“NISD”) whose students are subject to placement in the Brazos County Juvenile Services Academy / Juvenile Justice Alternative Education Program (the Program of JJAEP). It establishes roles and responsibilities relating to the Brazos County Juvenile Justice Alternative Education Program and Navasota Independent School District. This Memorandum of Understanding is an inter-local agreement entered into pursuant to Texas Education Code, Chapter 37 and Texas Government Code Chapter 791.

II. PROGRAM GOALS

The major goals for the Program in providing services for the students are: (1) to provide a continuum of educational services; (2) to establish consistency, predictability, and appropriateness of student placement following expulsion from their regular school program; (3) to return the expelled student to a regular school setting as soon as appropriate; (4) to impress upon the expelled student that there are progressive sanctions for engaging in criminal and delinquent behavior in the public school setting; (5) to provide educational and placement options for the Brazos County juvenile courts; and (6) to enable the expelled student to perform academically at their appropriate grade level.

III. STUDENT ELIGIBILITY

Students will be assigned to the Brazos County Juvenile Services Academy/Juvenile Justice Alternative Education Program (JJAEP) only as set forth by the provision of this MOU.

- A. **Discretionary Expulsions.** Students may be assigned to the JJAEP when they have been expelled from NISD for committing one of the offenses listed in the “Attachment A” deemed to be a discretionary expulsion by the Texas Education Code (“TEC”), as listed under TEC Section 37.007 (b), (c), (d), (f), or (i), and Section 37.0081(b) (Discretionary Expulsion).
- B. **Mandatory Expulsion.** Students shall be assigned to the JJAEP when they have received a mandatory expulsion from NISD for committing one of the delinquent or criminal offenses deemed to require a mandatory expulsion under TEC Section 37.007 (a), (d), and (e) (Mandatory Expulsion).
- C. **Notification Procedures.** NISD shall notify the appropriate local law enforcement agency and/or the juvenile and juvenile department in writing as soon as practicable

upon NISD's identification of a student who it reasonably believes has engaged in delinquent or criminal conduct for which the student will be subject to mandatory or discretionary expulsion. Such notice shall be given in addition to any notice required under Texas Family Sec. 52.041.

- D. Court-Ordered Placements. Students may be placed in the JJAEP by a Brazos County Juvenile Court when they have been adjudicated or placed on conditions of release for delinquent conduct. NISD is responsible for providing special education services for NISD students, as articulated in the students' IEPs and/or BIPs when such services are not provided by the JJAEP.
- E. Registered Sex Offenders. Students who are publicly registered sex offenders and residents of Brazos County may be placed by NISD in the JJAEP as provided in Subchapter I of Chapter 37 of the TEC and in accordance with the conditions set out in Section III.B.5 of this MOU. Only students who are Brazos County residents may be placed in the JJAEP under this provision.
- F. Adult Students. A student who is 17 years or older (Adult Student) is not eligible for juvenile probation services unless the student was on juvenile probation at the time of enrollment. In the event an Adult Student does not meet the JJAEP Program behavior expectations as determined by the JJAEP Administrator, the student shall be returned to NISD for disposition. The JJAEP shall not accept nor keep enrolled any student who is 18 years of age or older.
- G. Pregnant Students. The JJAEP shall not accept nor keep enrolled any student who is pregnant due to the physical activity component required by the program. Additionally, the JJAEP is unable to provide homebound education services if/when the need arises.
- H. Mandatory and Discretionary Placements. Students expelled into the JJAEP shall only be accepted or remain in the JJAEP if ordered as a condition of court ordered juvenile probation or on a condition of release for "Delinquent Conduct" (as defined by Texas Family Code Chapter 51) by a Brazos County juvenile judge or Brazos County juvenile referee. Eligibility of any other student expelled from NISD on a discretionary basis will be determined by the JJAEP and NISD on a case-by-case basis following NISD hearing on recommended expulsion. The JJAEP will be notified of such hearings and permitted to attend.

IV. STUDENT PLACEMENT

Term of Assignment to the JJAEP

- A. Term of Assignment. The discretionary expulsion or placement order by NISD shall specify the number of days or term of the expulsion or placement. For the purpose of this Article, one hundred eighty (180) enrolled instructional days is a year (Year). Minimum placement will be no less than, thirty (30) instructional days but not to exceed one year unless otherwise required by law. Students being discharged from the JJAEP may be released at the end of a grading period back to NISD.

- B. **Notification.** The JJAEP shall provide a basic schedule of instruction to the home district of each student within five business days of enrollment.
- C. **Mandatory Expulsions.** A student's original term of expulsion for a mandatory offense may not exceed one (1) calendar year. A student's total assignment to the JJAEP for the Mandatory Expulsion may not exceed one (1) year. An exception may be granted for the expulsion of a student who brings a firearm to school. A student expelled from the student's regular campus for a period of one (1) calendar year in accordance with federal law may be assigned to the JJAEP for one (1) calendar year.
- D. **Mandatory and Discretionary Placements.** A student who is assigned to the JJAEP due to a Mandatory or Discretionary Expulsion shall be returned to NISD upon the first of these events to occur:
1. The charges are dismissed or reduced to an offense not eligible for expulsion.
 2. The student is acquitted.
 3. The student is discharged from juvenile probation or from conditions of release.
 4. The student completes the term of placement.
 5. The student graduates from high school.
 6. The student's assignment at the JJAEP reaches one hundred eighty (180) enrolled instructional days; or,
 7. The student successfully completes the JJAEP Program.

At the discretion of the Brazos County JJAEP, any mandatory or discretionary student may be returned to their home district for persistent disruption of program and/or failure to attend school (including leaving the campus without permission).

- E. **Student Releases.** The JJAEP staff may recommend students who demonstrate exemplary performance for early release and alternatively, may recommend expulsion term extensions for students who do not satisfactorily complete the JJAEP program. The final determination to extend a student's expulsion term is that of the NISD.

A student's assignment to the JJAEP shall terminate at the earliest of one of the following dates:

1. Successful completion of the expulsion term.
2. Early release pursuant to the preceding paragraph.
3. One of the seven "Exit Reasons" described in Texas Juvenile Justice Department 348 standards:
 - a. Completed program / returned to home school while on probation.
 - b. Completed program / term of probation expired.
 - c. Completed program / term of placement expired.
 - d. GED completion
 - e. Graduated
 - f. Left program incomplete.
 - g. Other – left program for non-delinquency reason such as moved,

- death, or medical reason; or,
4. The student's assignment to the JJAEP reaches one hundred eighty (180) enrolled instructional days.
- F. **Maximum Student Population.** The maximum student population shall not exceed thirty (30) students. In the event the JJAEP population exceeds thirty (30) enrolled students the JJAEP may.
1. Discharge and return discretionary expulsions enrolled at the JJAEP back to NISD to reduce the population; and / or,
 2. Refuse or deny any new discretionary expulsions from NISD.
- G. **Referrals.** NISD shall be allowed no more than one (1) discretionary referral at any one time.
- H. If any non-Brazos County NISD students are permitted to attend the Brazos County JJAEP, NISD agrees to pay the daily rate per student and understands that NISD and/or the youth's parent, guardian, or custodian are solely responsible for providing the necessary, daily transportation to and from the Brazos County JJAEP.

V. **SPECIAL PROGRAMS**

Special Education and 504.

- A. **Initial ARD or 504 Committee.** A NISD student who commits an offense and has been identified by NISD as having a disability may be expelled from NISD only after a duly constituted Admission, Review and Dismissal ("ARD") Committee determines that the alleged offense is not a manifestation of the student's disability in accordance with applicable state and federal laws. NISD shall invite the JJAEP Administrator or the administrator's designee to an ARD committee meeting convened to discuss a NISD student's expulsion. NISD must provide reasonable notice of the ARD committee meeting to the JJAEP administrator and to the parent consistent with federal and state law. A copy of the student's current individualized education program (IEP) and Behavior Intervention Plan (BIP) must be provided to the JJAEP Administrator with the notice. If the JJAEP Administrator or designee is unable to attend the ARD committee meeting, the JJAEP representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls. The JJAEP representative may participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP and implementation of the IEP or BIP in the JJAEP. Any NISD student who has been identified as a 504 eligible student may be expelled only after a 504 committee determines whether the student's disability as it relates to the alleged misbehavior should result in the student's expulsion.
- B. **Section-504-Eligible Students.** (1) The JJAEP will ensure, in collaboration with NISD, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee. (2) Documentation of Section 504 eligibility determinations will be maintained for each student.

- C. **English as a Second Language (ESL).** (1) The JJAEP, in collaboration with NISD, will ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). (2) Documentation of LPAC determinations will be maintained for each student.
- D. **IEP and BIP.** NISD Students with disabilities assigned to the JJAEP will be provided educational services determined by the ARD Committee, and articulated in the IEP and / or BIP, such that the student receives a free and appropriate public education as defined by federal and state laws, and as further provided herein. The IEP and / or BIP must delineate the projected date for the beginning of services, personnel who will provide direct and/or related services, the anticipated frequency, location and duration of services, and modifications for the term of the student's tenure at the JJAEP.
1. **Responsibility.** Ultimately, NISD is responsible to ensure that appropriate programs and services, as articulated in a NISD student's IEP and/or BIP, are provided at the JJAEP continuously and without disruption. The Juvenile Board is not responsible for the provision of special education services, 504 services or LPAC/ESL services. All related services articulated in students' IEPs must be provided by NISD. Related services include speech therapy, occupational therapy, physical therapy, special transportation, in-home/parent training, and sign language interpreters.
 2. **Amendments.** The JJAEP Administrator or designee will notify NISD if the JJAEP is unable to implement the services assigned to it in the IEP and/or BIP of a NISD student. NISD will convene an ARD Committee meeting, including the appropriate JJAEP personnel, to reconsider the placement of the student JJAEP, or amend the plans as deemed necessary. Any amendments to an IEP and/or BIP of a NISD student will be effectuated through the NISD ARD Committee. The JJAEP will provide a copy of each special education student's schedule within 5 school days of NISD's request.
- E. **Suspected Disability.** If a NISD student assigned to the JJAEP is suspected of having a disability under the Individuals with Disabilities Education and Improvement Act (IDEIA) criteria, NISD's Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary. The JJAEP staff will assist with the completion of the necessary referral documents. Any NISD student determined to qualify for services and protection under IDEA or Section 504, shall be afforded all lawfully required services and protections by NISD to the extent that the JJAEP cannot provide the service and NISD is notified of the need to provide the service.
- F. **Change of Residence.** Students receiving special education services prior to their expulsion and who change residence to another ISD served by the JJAEP shall continue to be the responsibility of the expelling ISD for the duration of their expulsion.

- G. **Special Education Eligibility.** In any instance where a NISD JJAEP student who was not eligible for special education services at the time of the expulsion and/or who has not previously been admitted into a special education program, changes residence from the expelling ISD to NISD and now qualifies for special education services, an ARD Committee meeting will be convened with representatives from the expelling ISD, NISD, and JJAEP personnel. When a student is identified as a special education student and after consent is obtained for that student to receive services, the ISD of the new residence will accept full responsibility for the expelled student, claim Average Daily Attendance (ADA), provide any special education services articulated in the IEP and/or BIP that the JJAEP cannot provide, and be obligated to pay the cost for the placement to the JJAEP. NISD retains the authority to honor or terminate the expulsion and have the student attend one of the schools within NISD. NISD shall be responsible for the provision of special education services as deemed necessary by the respective evaluation team. Students who meet the criteria for an intellectual disability are not eligible for the Academy Program.
- H. **Accountability.** Accountability for NISD students placed at the JJAEP shall remain with NISD. The eligibility folder will stay with NISD and a working folder will be sent to the JJAEP prior to the intake appointment.
- I. **Addressing Concerns.** After placement of a NISD student in the JJAEP, if the JJAEP has concerns that the student's education or behavioral needs cannot be met in the JJAEP program, the JJAEP shall provide written notice of the specific concerns to NISD. NISD will conduct an ARD Committee meeting to reconsider the placement of the student into the JJAEP and to avoid disruption of services and/or an improper placement. NISD is responsible for providing notice to the JJAEP and to the parent of the ARD Committee meeting in compliance with federal and state law and advising them of the specified time and location of the ARD Committee meeting. IF the JJAEP Administrator or designee is unable to attend the ARD Committee meeting, the JJAEP representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls.
- J. **Notices.** The notices required in the Article IV must be provided in the native language of the parent or mode of communication used by the parent, in compliance with federal law. The term "native language" when used with reference to an individual of limited English proficiency, means the language used by the individual, or in the case of the child, the language normally used by the parent of the child.

V. **ADMINISTRATION OF STATE-MANDATED ASSESSMENTS**

All state-required standardized tests will be administered to students enrolled at the JJAEP. The following responsibilities are assigned for administration of the tests:

- A. **List of Students.** JJAEP staff will provide NISD with a list of all students from that District enrolled at the JJAEP at least ten (10) school days prior to the date of administration of state-required standardized tests and will update NISD in a timely manner as to any changes to that list through the date of testing.
- B. **Answer Sheets.** NISD is responsible for securing, coding, and delivering all answer

sheets to the JJAEP Administrator or designee at least five (5) school days before the day of standardized test administration. NISD will also provide additional answer documents to cover students that enroll after the list of students was provided to NISD.

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- D. Retrieving Completed Answer Sheets. The JJAEP is responsible for making necessary arrangements to retrieve all completed student answer sheets attributed to NISD's students enrolled at the JJAEP. This should occur at least ten (10) school days prior to the state-mandated ship date.
- E. Submitting Answer Sheets. NISD is responsible for obtaining the student answer sheets and is also responsible for returning all answer sheets and test booklets to the appropriate TEA contracted agent.
- F. Student Success Initiatives. The JJAEP will assist NISD in meeting student success initiatives mandated by state law. This assistance does not include the hiring of additional staff.

VI. FUNDING AND BILLING

- A. Mandatory Expulsions. Funding for expulsions deemed by NISD to be mandatory for purposes of Texas Education Code Chapter 37 will be provided by the Texas Juvenile Justice Department ("TJJJ") for those students who meet the prescribed TJJJ eligibility requirements. In addition to the payment received from TJJJ, NISD will pay for the attendance of such students at the rate of \$27.64 per day.
- B. Discretionary Expulsions. For students who are Discretionary Expulsions pursuant to TEC Section 37.007 (b), (c), (d), (f), or (i), and Section 37.008 (b) NISD shall pay the rate of \$106.00 per student per day of attendance at the JJAEP. This rate may be modified by the Juvenile Board during the term of this MOU.
- C. Court Ordered Placements. NISD shall forward funds received for these students from the Texas Education Agency based on NISD's daily attendance rate, hereinafter referred to as "Target Revenue", to Brazos County Juvenile Services.
- D. Payment. NISD shall make payment to the Juvenile Board through the Brazos County Auditor. Payment for the full amount hereunder shall be made payable to Brazos County within thirty (30) days after the invoice issued by the JJAEP Administrator.

VII. TRANSPORTATION

Participant ISD Responsibility. Transportation of students to and from the JJAEP shall be the sole responsibility of NISD. NISD is responsible for either transporting the students or informing parents of their responsibility to transport their children to and from the JJAEP. NISD shall provide all necessary security at the student pick up/drop off location(s). Special Education students for whom special transportation is required by the students Individual Education Plan (IEP) will receive transportation from NISD.

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Approaching a student's completion of his/her term at the JJAEP, JJAEP staff will send NISD a transition file that includes:

- A. The student's grades converted to numeric scores; when requested by NISD, course completions will be reported.
- B. A behavior summary, recommendations, and comments that suggest placement options that the JJAEP staff deems appropriate for the student returning to his/her home campus.
- C. Attendance information; and,
- D. Other recommendations and comments.

IX. PARTIAL INVALIDITY

If any provision, section, subsection, paragraph, sentence, clause or phrase of this MOU, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

X. TERM

This Agreement supersedes all prior MOU agreements between these parties and shall be in effect as of August 1, 2024, continuing through, and including, July 31, 2025. This Agreement shall automatically renew each year on August 1st, beginning with August 1, 2025, unless notice of a party's intent not to renew is sent to the other party prior to July 15th of that year. The Brazos County Juvenile Board and Navasota Independent School District may modify this Agreement under terms as specified in a written addendum to be signed by all parties.

XI. INTEGRATION

This Memorandum of Understanding, together with the instruments heretofore incorporated by reference and the attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof. No other agreement, statement, or promise made by or to any employee, officer, official, or agent of any party that is not contained herein shall be of any force or effect. Any modifications to the terms hereof must be in writing and signed by the parties.

AGREED AND EXECUTED this the 21 day of June, 2024.

Brazos County Juvenile Board

By: 

Name: Judge Duane Peters

Title: Chairman

AGREED AND EXECUTED this the 22 day of May, 2024.

Navasota Independent School District

By: 

Name: Dr. Stu Musick

Title: Superintendent

ON _____, 20____, FULLY EXECUTED IN DUPLICATE,
EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

Brazos County Commissioners Court

By: _____

Duane Peters, County Judge
200 S. Texas Ave., Ste. 332
Bryan, TX 77803
Phone: 979-361-4102
Fax: 979-361-4503

_____ Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 6/21/2024

ITEM: Discuss and take possible action on the Juvenile Justice Alternative Education Program's Memorandum of Understanding with the Hearne Independent School District for the 2024-2025 School Year.

TO: Commissioners Court

DATE: 06/13/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available



BRAZOS COUNTY JUVENILE SERVICES DEPARTMENT

Linda Ricketson, Director
Melissa White, Assistant Director

June 21, 2024

To: Brazos County Juvenile Board
From: Linda Ricketson, Executive Director

Re: **Juvenile Justice Alternative Education MOU with Hearne Independent School District**

BACKGROUND

Texas Education Code section 37.001 (k) states that each school district in a county with a population greater than 125,000 and the county Juvenile Board shall annually enter into a joint Memorandum of Understanding regarding the operation of the county's Juvenile Justice Alternative Education Program (JJAEP).

Texas Administrative Code section 348.200(c) (1) requires the Juvenile Board to approve the Memorandum of Understanding between the JJAEP and the school districts.

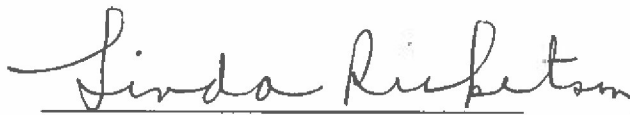
I am requesting that the Juvenile Board approve and renew our MOU with Hearne Independent School District for the school year 2024-2025.

FISCAL IMPACT

Brazos County Juvenile Services internalized the educational services for our JJAEP/Academy during the 2009-2010 school year. Brazos County accepts discretionary referrals on a limited basis at a rate of \$106.00 per student, per day. Brazos County will also continue to be reimbursed by HISD, for probation placements, at the same rate as the daily target revenue rate.


RECOMMENDATION

I recommend that the Juvenile Board approve the MOU with Hearne Independent School District.

 6/21/2024
Linda Ricketson Date

BOARD APPROVAL

The renewal is hereby approved on the 21st day of June, 2024 by the Brazos County Juvenile Board.

 06/21/24
Duane Peters, Date
Chair, Brazos County Juvenile Board

**2024-2025 MEMORANDUM OF UNDERSTANDING BETWEEN
BRAZOS COUNTY
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM/ACADEMY
AND
HEARNE INDEPENDENT SCHOOL DISTRICT**

I. PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Brazos County Juvenile Board (Juvenile Board), a political subdivision of the State of Texas, and Hearne Independent School District (“HISD”) whose students are subject to placement in the Brazos County Juvenile Services Academy / Juvenile Justice Alternative Education Program (the Program of JJAEP). It establishes roles and responsibilities relating to the Brazos County Juvenile Justice Alternative Education Program and Hearne Independent School District. This Memorandum of Understanding is an inter-local agreement entered into pursuant to Texas Education Code, Chapter 37 and Texas Government Code Chapter 791.

II. PROGRAM GOALS

The major goals for the Program in providing services for the students are: (1) to provide a continuum of educational services; (2) to establish consistency, predictability, and appropriateness of student placement following expulsion from their regular school program; (3) to return the expelled student to a regular school setting as soon as appropriate; (4) to impress upon the expelled student that there are progressive sanctions for engaging in criminal and delinquent behavior in the public school setting; (5) to provide educational and placement options for the Brazos County juvenile courts; and (6) to enable the expelled student to perform academically at their appropriate grade level.

III. STUDENT ELIGIBILITY

Students will be assigned to the Brazos County Juvenile Services Academy/Juvenile Justice Alternative Education Program (JJAEP) only as set forth by the provision of this MOU.

- A. Discretionary Expulsions. Students may be assigned to the JJAEP when they have been expelled from HISD for committing one of the offenses listed in the “Attachment A” deemed to be a discretionary expulsion by the Texas Education Code (“TEC”), as listed under TEC Section 37.007 (b), (c), (d), (f), or (i), and Section 37.0081(b) (Discretionary Expulsion).
- B. Mandatory Expulsion. Students may be assigned to the JJAEP when they have received a mandatory expulsion from HISD for committing one of the delinquent or criminal offenses deemed to require a mandatory expulsion under TEC Section 37.007 (a), (d), and (e) (Mandatory Expulsion).
- C. Notification Procedures. HISD shall notify the appropriate local law enforcement agency and/or the juvenile and juvenile department in writing as soon as practicable

upon HISD's identification of a student who it reasonably believes has engaged in delinquent or criminal conduct for which the student will be subject to mandatory or discretionary expulsion. Such notice shall be given in addition to any notice required under Texas Family Sec. 52.041.

- D. Court-Ordered Placements. Students may be placed in the JJAEP by a Brazos County Juvenile Court when they have been adjudicated or placed on conditions of release for delinquent conduct. HISD is responsible for providing special education services for HISD students, as articulated in the students' IEPs and/or BIPs when such services are not provided by the JJAEP.
- E. Registered Sex Offenders. Students who are publicly registered sex offenders and residents of Brazos County may be placed by HISD in the JJAEP as provided in Subchapter I of Chapter 37 of the TEC and in accordance with the conditions set out in Section III.B.5 of this MOU. Only students who are Brazos County residents may be placed in the JJAEP under this provision.
- F. Adult Students. A student who is 17 years or older (Adult Student) is not eligible for juvenile probation services unless the student was on juvenile probation at the time of enrollment. In the event an Adult Student does not meet the JJAEP Program behavior expectations as determined by the JJAEP Administrator, the student shall be returned to HISD for disposition. The JJAEP shall not accept nor keep enrolled any student who is 18 years of age or older.
- G. Pregnant Students. The JJAEP shall not accept nor keep enrolled any student who is pregnant due to the physical activity component required by the program. Additionally, the JJAEP is unable to provide homebound education services if/when the need arises.
- H. Mandatory and Discretionary Placements. Students expelled into the JJAEP shall only be accepted or remain in the JJAEP if ordered as a condition of court ordered juvenile probation or on a condition of release for "Delinquent Conduct" (as defined by Texas Family Code Chapter 51) by a Brazos County juvenile judge or Brazos County juvenile referee. Eligibility of any other student expelled from HISD on a discretionary basis will be determined by the JJAEP and HISD on a case-by-case basis following HISD hearing on recommended expulsion. The JJAEP will be notified of such hearings and permitted to attend.

IV. STUDENT PLACEMENT

Term of Assignment to the JJAEP

- A. Term of Assignment. The discretionary expulsion or placement order by HISD shall specify the number of days or term of the expulsion or placement. For the purpose of this Article, one hundred eighty (180) enrolled instructional days is a year (Year). Minimum placement will be no less than thirty (30) instructional days but not to exceed one year unless otherwise required by law. Students being discharged from the JJAEP may be released at the end of a grading period back to HISD.

- B. Notification. The JJAEP shall provide a basic schedule of instruction to the home district of each student within five business days of enrollment.
- C. Mandatory Expulsions. A student's original term of expulsion for a mandatory offense may not exceed one (1) calendar year. A student's total assignment to the JJAEP for the Mandatory Expulsion may not exceed one (1) year. An exception may be granted for the expulsion of a student who brings a firearm to school. A student expelled from the student's regular campus for a period of one (1) calendar year in accordance with federal law may be assigned to the JJAEP for one (1) calendar year.
- D. Mandatory and Discretionary Placements. A student who is assigned to the JJAEP due to a Mandatory or Discretionary Expulsion shall be returned to HISD upon the first of these events to occur:
1. The charges are dismissed or reduced to an offense not eligible for expulsion.
 2. The student is acquitted.
 3. The student is discharged from juvenile probation or from conditions of release.
 4. The student completes the term of placement.
 5. The student graduates from high school.
 6. The student's assignment at the JJAEP reaches one hundred eighty (180) enrolled instructional days; or,
 7. The student successfully completes the JJAEP Program.

At the discretion of the Brazos County JJAEP, any mandatory or discretionary student may be returned to their home district for persistent disruption of program and/or failure to attend school (including leaving the campus without permission).

- E. Student Releases. The JJAEP staff may recommend students who demonstrate exemplary performance for early release and alternatively, may recommend expulsion term extensions for students who do not satisfactorily complete the JJAEP program. The final determination to extend a student's expulsion term is that of the HISD.

A student's assignment to the JJAEP shall terminate at the earliest of one of the following dates:

1. Successful completion of the expulsion term.
2. Early release pursuant to the preceding paragraph.
3. One of the seven "Exit Reasons" described in Texas Juvenile Justice Department 348 standards:
 - a. Completed program / returned to home school while on probation.
 - b. Completed program / term of probation expired.
 - c. Completed program / term of placement expired.
 - d. GED completion
 - e. Graduated
 - f. Left program incomplete.
 - g. Other – left program for non-delinquency reason such as moved,

- death, or medical reason; or,
4. The student's assignment to the JJAEP reaches one hundred eighty (180) enrolled instructional days.
- F. Maximum Student Population. The maximum student population shall not exceed thirty (30) students. In the event the JJAEP population exceeds thirty (30) enrolled students the JJAEP may:
1. Discharge and return discretionary expulsions enrolled at the JJAEP back to HISD to reduce the population; and / or,
 2. Refuse or deny any new discretionary expulsions from HISD.
- G. Referrals. HISD shall be allowed no more than four (4) discretionary referrals at any one time.

V. SPECIAL PROGRAMS

Special Education and 504.

- A. Initial ARD or 504 Committee. A HISD student who commits an offense and has been identified by HISD as having a disability may be expelled from HISD only after a duly constituted Admission, Review and Dismissal ("ARD") Committee determines that the alleged offense is not a manifestation of the student's disability in accordance with applicable state and federal laws. HISD shall invite the JJAEP Administrator or the administrator's designee to an ARD committee meeting convened to discuss a HISD student's expulsion. HISD must provide reasonable notice of the ARD committee meeting to the JJAEP administrator and to the parent consistent with federal and state law. A copy of the student's current individualized education program (IEP) and Behavior Intervention Plan (BIP) must be provided to the JJAEP Administrator with the notice. If the JJAEP Administrator or designee is unable to attend the ARD committee meeting, the JJAEP representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls. The JJAEP representative may participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP and implementation of the IEP or BIP in the JJAEP. Any HISD student who has been identified as a 504 eligible student may be expelled only after a 504 committee determines whether the student's disability as it relates to the alleged misbehavior should result in the student's expulsion.
- B. Section-504-Eligible Students. (1) The JJAEP will ensure, in collaboration with HISD, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee. (2) Documentation of Section 504 eligibility determinations will be maintained for each student.
- C. English as a Second Language (ESL). (1) The JJAEP, in collaboration with HISD, will ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his

or her needs, as determined by a language proficiency assessment committee (LPAC). (2) Documentation of LPAC determinations will be maintained for each student.

- D. IEP and BIP. HISD Students with disabilities assigned to the JJAEP will be provided educational services determined by the ARD Committee, and articulated in the IEP and / or BIP, such that the student receives a free and appropriate public education as defined by federal and state laws, and as further provided herein. The IEP and / or BIP must delineate the projected date for the beginning of services, personnel who will provide direct and/or related services, the anticipated frequency, location and duration of services, and modifications for the term of the student's tenure at the JJAEP.
1. Responsibility. Ultimately, HISD is responsible to ensure that appropriate programs and services, as articulated in a HISD student's IEP and/or BIP, are provided at the JJAEP continuously and without disruption. The Juvenile Board is not responsible for the provision of special education, 504 services or LPAC/ESL services. All related services articulated in students' IEPs must be provided by HISD. Related services include speech therapy, occupational therapy, physical therapy, special transportation, in-home/parent training, and sign language interpreters.
 2. Amendments. The JJAEP Administrator or designee will notify HISD if the JJAEP is unable to implement the services assigned to it in the IEP and/or BIP of a HISD student. HISD will convene an ARD Committee meeting, including the appropriate JJAEP personnel, to reconsider the placement of the student JJAEP, or amend the plans as deemed necessary. Any amendments to an IEP and/or BIP of a HISD student will be effectuated through the HISD ARD Committee. The JJAEP will provide a copy of each special education student's schedule within 5 school days of HISD's request.
- E. Suspected Disability. If a HISD student assigned to the JJAEP is suspected of having a disability under the Individuals with Disabilities Education and Improvement Act (IDEIA) criteria, HISD's Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary. The JJAEP staff will assist with the completion of the necessary referral documents. Any HISD student determined to qualify for services and protection under IDEA or Section 504, shall be afforded all lawfully required services and protections by HISD to the extent that the JJAEP cannot provide the service and HISD is notified of the need to provide the service.
- F. Change of Residence. Students receiving special education services prior to their expulsion and who change residence to another ISD served by the JJAEP, shall continue to be the responsibility of the expelling ISD for the duration of their expulsion.
- G. Special Education Eligibility. In any instance where a HISD JJAEP student who was not eligible for special education services at the time of the expulsion and/or who has not previously been admitted into a special education program, changes residence from the expelling ISD to HISD and now qualifies for special education services, an

ARD Committee meeting will be convened with representatives from the expelling ISD, HISD, and JJAEP personnel. When a student is identified as a special education student and after consent is obtained for that student to receive services, the ISD of the new residence will accept full responsibility for the expelled student, claim Average Daily Attendance (ADA), provide any special education services articulated in the IEP and/or BIP that the JJAEP cannot provide, and be obligated to pay a cost for the placement to the JJAEP. HISD retains the authority to honor or terminate the expulsion and have the student attend one of the schools within HISD. HISD shall be responsible for the provision of special education services as deemed necessary by the respective evaluation team. Students who meet the criteria for an intellectual disability are not eligible for the Academy Program.

- H. Accountability. Accountability for HISD students placed at the JJAEP shall remain with HISD. The eligibility folder will stay with HISD, and a working folder will be sent to the JJAEP prior to the intake appointment.
- I. Addressing Concerns. After placement of a HISD student in the JJAEP, if the JJAEP has concerns that the student's education or behavioral needs cannot be met in the JJAEP program, the JJAEP shall provide written notice of the specific concerns to HISD. HISD will conduct an ARD Committee meeting to reconsider the placement of the student into the JJAEP and to avoid disruption of services and/or an improper placement. HISD is responsible for providing notice to the JJAEP and to the parent of the ARD Committee meeting in compliance with federal and state law and advising them of the specified time and location of the ARD Committee meeting. IF the JJAEP Administrator or designee is unable to attend the ARD Committee meeting, the JJAEP representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls.
- J. Notices. The notices required in the Article IV must be provided in the native language of the parent or mode of communication used by the parent, in compliance with federal law. The term "native language" when used with reference to an individual of limited English proficiency, means the language used by the individual, or in the case of the child, the language normally used by the parent of the child.

V. ADMINISTRATION OF STATE-MANDATED ASSESSMENTS

All state-required standardized tests will be administered to students enrolled at the JJAEP. The following responsibilities are assigned for administration of the tests:

- A. List of Students. JJAEP staff will provide HISD with a list of all students from that District enrolled at the JJAEP at least ten (10) school days prior to the date of administration of state-required standardized tests and will update HISD in a timely manner as to any changes to that list through the date of testing.
- B. Answer Sheets. HISD is responsible for securing, coding, and delivering all answer sheets to the JJAEP Administrator or designee at least five (5) school days before the day of standardized test administration. HISD will also provide additional answer documents to cover students that enroll after the list of students was provided to HISD.

- C. Modifications. HISD will assist the JJAEP staff to ensure implementation of modifications articulated in the IEPS and/or BIPs for standardized testing, as appropriate, for students receiving special education services, and speakers of languages other than English. If the modifications exceed what the JJAEP can reasonably implement, HISD remains responsible for ensuring that the student has access to the necessary modifications by whatever means HISD deems most appropriate.
- D. Retrieving Completed Answer Sheets. The JJAEP is responsible for making necessary arrangements to retrieve all completed student answer sheets attributed to HISD's students enrolled at the JJAEP. This should occur at least ten (10) school days prior to the state-mandated ship date.
- E. Submitting Answer Sheets. HISD is responsible for obtaining the student answer sheets and is also responsible for returning all answer sheets and test booklets to the appropriate TEA contracted agent.
- F. Student Success Initiatives. The JJAEP will assist HISD in meeting student success initiatives mandated by state law. This assistance does not include the hiring of additional staff.

VI. FUNDING AND BILLING

- A. Mandatory Expulsions. Funding for expulsions deemed by HISD to be mandatory for purposes of Texas Education Code Chapter 37 will be provided by the Texas Juvenile Justice Department ("TJJD") for those students who meet the prescribed TJJD eligibility requirements. In addition to the payment received from TJJD, HISD will pay for the attendance of such students at the rate of \$33.71 per day.
- B. Discretionary Expulsions. For students who are Discretionary Expulsions pursuant to TEC Section 37.007 (b), (c), (d), (f), or (i), and Section 37.008 (b) HISD shall pay the rate of \$106.00 per student per day of attendance at the JJAEP. This rate may be modified by the Juvenile Board during the term of this MOU.
- C. Court Ordered Placements. HISD shall forward funds received for these students from the Texas Education Agency based on HISD's daily attendance rate, hereinafter referred to as "Target Revenue", to Brazos County Juvenile Services.
- D. Payment. HISD shall make payment to the Juvenile Board through the Brazos County Auditor. Payment for the full amount hereunder shall be made payable to Brazos County within thirty (30) days after the invoice issued by the JJAEP Administrator.

VII. TRANSPORTATION

Participant ISD Responsibility. Transportation of students to and from the JJAEP shall be the sole responsibility of HISD. HISD is responsible for either transporting the students or informing parents of their responsibility to transport their children to and from the JJAEP. HISD shall provide all necessary security at the student pick up/drop off location(s). Special Education students for whom

special transportation is required by the students Individual Education Plan (IEP) will receive transportation from HISD.

VIII. TRANSITION

Approaching a student's completion of his/her term at the JJAEP, JJAEP staff will send HISD a transition file that includes:

- A. The student's grades converted to numeric scores; when requested by HISD, course completions will be reported.
- B. A behavior summary, recommendations, and comments that suggest placement options that the JJAEP staff deems appropriate for the student returning to his/her home campus.
- C. Attendance information; and,
- D. Other recommendations and comments.

IX. PARTIAL INVALIDITY

If any provision, section, subsection, paragraph, sentence, clause or phrase of this MOU, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

X. TERM

This Agreement supersedes all prior MOU agreements between these parties and shall be in effect as of August 1, 2024, continuing through, and including, July 31, 2025. This Agreement shall automatically renew each year on August 1st, beginning with August 1, 2025, unless notice of a party's intent not to renew is sent to the other party prior to July 15th of that year. The Brazos County Juvenile Board and Hearne Independent School District may modify this Agreement under terms as specified in a written addendum to be signed by all parties.

XI. INTEGRATION

This Memorandum of Understanding, together with the instruments heretofore incorporated by reference and the attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof. No other agreement, statement, or promise made by or to any employee, officer, official, or agent of any party, that is not contained herein shall be of any force or effect. Any modifications to the terms hereof must be in writing and signed by the parties.

AGREED AND EXECUTED this the 21 day of June, 2024.

Brazos County Juvenile Board

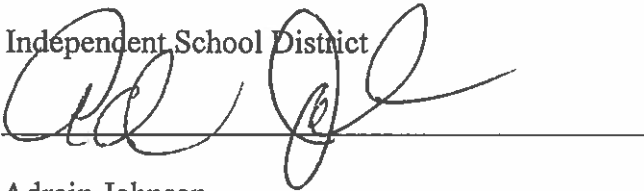
By: 

Name: Judge Duane Peters

Title: Chairman

AGREED AND EXECUTED this the 4 day of June, 2024.

Hearne Independent School District

By: 

Name: Adrain Johnson

Title: Superintendent

ON _____, 20____, FULLY EXECUTED IN DUPLICATE,
EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

Brazos County Commissioners Court

By: _____
Duane Peters, County Judge
200 S. Texas Ave., Ste. 332
Bryan, TX 77803
Phone: 979-361-4102
Fax: 979-361-4503

_____ Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 6/21/2024

ITEM: Discuss and take possible action on Contract with Fayette County for placement of their youth in Brazos County Juvenile Detention.

TO: Commissioners Court

DATE: 06/13/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available

to secure the Outside Treatment at the expense of **Juvenile Probation** and agrees to indemnify and hold harmless Service Provider, its officers, directors, representatives, agents, shareholders and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify the appropriate **Juvenile Probation** officials of Outside Treatment within twenty-four (24) hours of its occurrence.

C. Children from **Juvenile Probation** who are alleged to have engaged in delinquent conduct, or conduct indicating a need for supervision, as reflected in a Child in Need of Supervision Order (CINS) will be admitted to the facility under the authority of any juvenile court having jurisdiction or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the **Fayette County** juvenile court in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the detention order must be delivered to the detention Facility prior to the child's re-admission.

D. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the facility administrator and staff of the Facility.

E. Acceptance of a child by the Facility will be determined by Brazos County Juvenile Facility Staff. Service Provider reserves the right to refuse admission of any child deemed inappropriate. Service Provider has resolved to operate the Facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore, Service Provider will not accept children whose detention would prevent the Facility from complying with the Juvenile Justice and Delinquency Prevention Act or those "juveniles who are charged with or has committed offenses that would not be criminal if committed by an adult or offenses which do not constitute violations of valid court order, or such non-offenders as dependent or neglected children." Section 223(a) (12) (A), Juvenile Justice Delinquency Prevention Act. No child who is intoxicated or in need of immediate medical attention will be accepted under any circumstances without having been seen, treated, and released by a medical professional and given written medical clearance.

If a child is accepted by the Facility from **Juvenile Probation** and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally or physically unfit, dangerous, unmanageable, unsuitable for the program or combination of such conditions or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Service Provider shall notify **Juvenile Probation** of this determination. The child shall immediately be removed from the Facility but in no event longer than twenty-four (24) hours after notification. It will be the responsibility of **Juvenile Probation**, at its expense, to provide for the transportation for the removal of the child. Any child not removed from the facility within 24 hours will be transported by Service Provider to **Juvenile Probation** and **Juvenile Probation** will be charged the cost of staff, time, and fuel for the transportation. The daily rate of detention shall increase to \$200.00 for any child not removed within the 24-hour period.

Any damage to county property or juvenile facility fixtures will be paid for by the **Juvenile Probation** Department and charges will be filed against the juvenile with the **Brazos County Sheriff's Department**.

F. Service Provider agrees that the facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex, or national origin.

G. It is further understood and agreed by the parties that children placed in pre-adjudication care in the Facility shall be removed from the Facility by the appropriate authorities from **Juvenile Probation**, or its agents, servants or employees at the conclusion of the ten (10) day working period authorized by the court order issued at the conclusion of the initial detention hearing by the Judge of the appropriate juvenile court unless a new order has been issued authorizing the continued detention, and a copy of the new order has been delivered to the Facility, or unless a waiver of the ten (10) working day hearing has been executed and a signed copy of the waiver is received by the Facility. A copy of the order issued pursuant to the waiver shall be furnished to the Facility. The same understanding and agreement between the parties exists with the exception that court orders may authorize detention for up to fifteen (15) working days after the initial hearing and detention period.

H. It is further understood and agreed by the parties that, children may be released to the Probation Officer or other appropriate authority of **Juvenile Probation** pursuant to: (a) paragraph E of this Article, (b) an Order of Release signed by the Judge of the Juvenile Court of **Fayette County**.

I. Service Provider shall be in compliance with all standards and requirements of the Texas Juvenile Justice Department and all applicable State and Federal law.

J. Service Provider shall provide twenty (24) hour supervision for each child, including supervision by detention staff during sleeping hours in a Secure Facility.

K. Each child placed in the Facility shall be provided the opportunity to complete the Massachusetts Youth Screening Instrument (MAYSI-2) as required by the Texas Juvenile Justice Department. Facility personnel administering the MAYSI-2 shall be properly trained, sign the warning page, and document time and date administered. The MAYSI-2 shall then be promptly provided to Juvenile Probation of the detaining county.

L. Each child placed in the Facility shall be enrolled in an educational program. Special steps shall be taken to comply with the requirements of Special Education students and their needs.

M. It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Juvenile Probation, its agents, servants, or employees any way to manage, control, direct or instruct Service Provider, its directors, officers, employees, agents, shareholders and designees in any manner respecting its work, duties functions, or pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of **Fayette County** shall control the conditions and terms of detention supervision as to a particular child pursuant to the Texas Family Code, Section 51.12.

ARTICLE IV COMPENSATION

- 4.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay Service Provider the sum of \$150.00 per day; the cost includes any duration during a 24-hour period for each child. The daily rate shall be paid to Service Provider for each day a child is in detention. The cost is based on the projected actual cost of care for children in the facility.
- 4.02 Every child shall receive basic detention services. Additional services that require or request special accommodations, medications, including, but not limited to: psychological assessments, mental health care, medical treatment, Chapter 55 evaluations (fitness to proceed), special accommodation services, interpreters, special dietary needs, will be paid for by Juvenile Probation.
- 4.03 Psychological services may be provided to the child on an as needed basis at the request of the Juvenile Probation Department and shall be paid for by Juvenile Probation.
- 4.04 Service Provider will submit an invoice for payment of services to Juvenile Probation on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 4.05 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
- A. If Service Provider has an outside audit completed on a yearly basis which specifies

receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.

- B. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.
- 4.06 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 4.07 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 4.08 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.
- 4.09 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

ARTICLE V
ADDITIONAL TERMS & AGREEMENTS

- 5.01 Prior to transporting a child to the Facility for placement in detention, Juvenile Probation shall call the Facility to ensure the child will be considered for acceptance. Placement of children by authorized officers of Juvenile Probation may be denied as determined by the Facility.
- 5.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order/authorization from the Juvenile Court of Fayette County.

ARTICLE VI
EXAMINATION OF PROGRAM & RECORDS

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and valuation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall provide to Juvenile Probation such descriptive information on contracted children as requested on forms provided by Juvenile Probation.
- 6.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.

- 6.04 Service Provider will keep a record of services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for seven (7) years after the termination of this Agreement.
- 6.05 Service Provider understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor’s Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service Provider will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Service Provider and the requirement to cooperate is included in any subcontract it awards.

ARTICLE VII
CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation and shall not disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VIII
DUTY TO REPORT

- 8.01 Allegations Occurring inside the Facility. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers, or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death, or other serious incident involving a child in a juvenile justice facility or juvenile justice program in the following manner:
- A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:
1. Local law enforcement agency; and
 2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6716 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
 3. With respect to juveniles placed by Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at facsimile number 979-968-6331 and Service Provider shall contact Juvenile Probation by telephone at 979-968-6865 within 24 hours.
- B. For allegations and incidents of sexual abuse or serious physical abuse:
1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
 2. Texas Juvenile Justice Department shall be notified immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile number 1-512-424-6716 or by email at abuseneglect@tjjd.texas.gov and

3. With respect to children placed by Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at facsimile number 979-968-6331.

8.02 Allegations Occurring Outside the Facility. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be immediately reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.

8.03 As used within this Agreement:

- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence or an alleged abuse, neglect, exploitation, death, or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program.
- B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.
- C. Sexual abuse is conduct committed by any person against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact.
- D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental.
- E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves juveniles under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing juveniles under juvenile court jurisdiction.
- F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves juveniles under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

ARTICLE IX
CRIMINAL HISTORY SEARCHES

9.01 Criminal history searches shall be conducted by Service Provider for any and all of its employees, interns, volunteers or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct unsupervised access to children in the facility or program.

9.02 Criminal history searches shall include the following:

- A. Texas criminal history fingerprint-based criminal history background search through the Texas Department of Public Safety.

- B. Local law enforcement sex offender registration records check through the Public Sex Offender Registry on the Texas Department of Public Safety website.
 - C. Federal Bureau of Investigation fingerprint-based criminal history background search at the National Crime Information Center; internet-based searches shall not be used to conduct this background search.
- 9.03 A copy of the initial criminal history report required by this Agreement and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for whichever of the following occurs later: duration of the individual's employment or period of service; minimum of three (3) years; or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved.
- 9.04 As used within this Agreement, a disqualifying criminal history is a history that includes any one of the following:
- A. A felony conviction against the laws of this state, another state, or the United States within the past ten (10) years;
 - B. A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;
 - C. A current felony deferred adjudication, probation or parole;
 - D. A jailable misdemeanor conviction against the laws of this state, another state, or the United States within the past five (5) years;
 - E. A deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years;
 - F. A current jailable misdemeanor deferred adjudication, probation or parole; or
 - G. The requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.
- 9.05 In addition to the criteria and time frames set forth in the above definition of disqualifying criminal history, an individual must not have direct unsupervised access to children in a facility or program until at least one year has elapsed since the completion of any period of incarceration, community supervision, or parole.
- 9.06 Any of Service Provider's employees, interns, volunteers, or contractors with a disqualifying criminal history shall be prohibited from having direct unsupervised access to children in a juvenile justice facility or a juvenile justice program.
- 9.07 Juvenile Probation reserves the right, in its sole discretion, to prohibit any individual with a prior criminal history from being placed in a position that involves direct unsupervised contact with children.

ARTICLE X
DISCLOSURE OF INFORMATION

- 10.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;

- B. Any and all litigation filed against Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children;
 - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with children;
 - D. Any finding of “Reason to Believe” by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with children was the alleged or designated perpetrator;
 - E. The identity of any of the Service Provider’s employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children that are registered sex offenders; and
 - F. The identity of any of Service Provider’s employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children that have a criminal history. For the purpose of this Agreement, the term “criminal history” shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 10.02 Service Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Juvenile Probation any and all of the foregoing information as to any individual, whether an existing employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider, prior to placing that individual in a position that involves direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program.

ARTICLE XI
EQUAL OPPORTUNITY

- 11.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against employee, prospective employee, child, childcare provider, or parent on the basis of race, sex, religion, disability, or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XII
ASSIGNMENT & SUBCONTRACT

- 12.01 Service Provider may not assign or subcontract any of its rights, duties and /or obligations arising out of this Agreement without the written consent of Juvenile Probation.

ARTICLE XIII
OFFICIALS NOT TO BENEFIT

- 13.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV
DEFAULT

- 14.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
 - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

ARTICLE XV
TERMINATION

- 15.01 This Agreement may be terminated for any reason:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
 - B. Upon expenditure of available funds.
- 15.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XVI
WAIVER OF SUBROGATION

- 16.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVII
REPRESENTATIONS & WARRANTIES

- 17.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
 - B. That it is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business and that there are no taxes due and owing to the State of Texas, the County of Brazos or any political subdivision thereof;
 - C. Brazos County will maintain in force policies of general liability insurance against loss to any person (\$100,000.00) or property occasioned by acts (\$100,000.00) or omissions of Service Provider providing limits of \$300,000.00 per occurrence for bodily injury and \$100,000.00 per occurrence of property damage. Certificate of Liability Insurance shall be furnished to Juvenile Probation. Furthermore, Juvenile Probation shall be notified immediately upon any changes in the status of the insurance policy and shall promptly furnish updated certificates of insurance to Juvenile Probation.

- D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation, neglect, death or serious incidents involving a child under the supervision of Juvenile Probation in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, exploitation, death or serious incidents; and that, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with children in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Justice Department website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

ARTICLE XVIII
TEXAS LAW TO APPLY

- 18.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in **Brazos County, Texas**.

ARTICLE XIX
VENUE

- 19.01 Exclusive venue for any litigation arising from this Agreement shall be in **Brazos County, Texas**.

ARTICLE XX
LEGAL CONSTRUCTION

- 20.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXI
PRIOR AGREEMENTS SUPERSEDED

- 21.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Juvenile Probation for the children placed in the Facility by the Judge of **Fayette County** having juvenile jurisdiction.

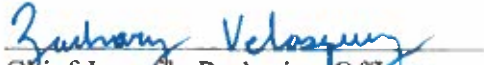
ARTICLE XXII
PRISON RAPE ELIMINATION ACT

- 22.01 Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual abuse and sexual harassment of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual abuse and sexual harassment in facilities housing adult and juvenile Offenders. [PREA §115.312(a)]

Under PREA, Service Provider is complying with PREA standards [PREA §115.312(b)] and shall make available to the CJPO all incident-based aggregated data reports of sexual abuse at its facility within 24-hours of the

allegation, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30th [PREA §115.387(e) and (f)]

Fayette County Juvenile Probation


Chief Juvenile Probation Officer

Brazos County Juvenile Justice Center


Linda Ricketson, Executive Director

Fayette County


Authorized Official

Brazos County


Juvenile Board Chair
Authorized Official

BRAZOS COUNTY COMMISSIONERS COURT

ON _____, 20_____, FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

By: _____
Duane Peters, County Judge
200 S. Texas Ave., Ste. 332
Bryan, TX 77803
Phone: 979-361-4102
Fax: 979-361-4503



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 6/21/2024

ITEM: Discuss and take possible action on Contract with Texas Polygraph Associates for required polygraphs for Juvenile Offenders.

TO: Commissioners Court

DATE: 06/13/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available

SERVICE PROVIDER CONTRACT

This contract is entered into by and between the **Brazos County Juvenile Probation Department** (hereinafter "Department") and **Texas Polygraph Services** (hereinafter "Service Provider") in consideration of the mutual promises, terms, and conditions set forth below. The parties agree that:

I. PROVISIONS OF SERVICES

- 1.1 Service Provider shall provide polygraph examination services to juveniles who are referred to the Service Provider by the Department.
- 1.2 Service Provider shall adhere to all applicable federal and state laws and regulations in the provision of services here under.
- 1.3 Service Provider is under no obligation to accept a client who is deemed inappropriate for services or becomes violent and/or disruptive during sessions.

II. COMPENSATION TO SERVICE PROVIDER

- 2.1 For and in consideration of the above-mentioned services, the Department agrees to pay the Service Provider an amount of \$275.00 per polygraph examination conducted at the department and \$250.00 per polygraph examination conducted at the service provider's office.
- 2.2 Billings for payment will be submitted to the Department no later than ten (10) days from the last day of the month for which payment is being requested. The Department will make payment no later than thirty (30) days after receipt of the billing for approved charges.
- 2.3 Each billing should contain the date and the name of the client or clients for whom payment is being requested.

III. EXAMINATIONS OF PROGRAMS AND RECORDS

- 3.1 The Service Provider shall provide the Department with descriptive information on contracted clients as requested on forms provided or agreed upon.
- 3.2 The Service Provider agrees to maintain these Record for three (3) years after final payment.
- 3.3 The Service Provider understands that acceptance of funds under this contract acts as acceptance of authority of the State Auditor's Office, any successor agency, or the Texas Juvenile Justice Department (TJJJ) to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office, its successor, and/or TJJJ in the conduct of the audit or investigation, including providing all records requested. Service Provider will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Service Provider and the requirement to cooperate is included in any subcontract it awards.

IV. DEFAULT

- 4.1 The Department may, by written notice of default to the Service Provider, terminate the contract in whole or in part, in any one of the following circumstances:
- a) If the Service Provider fails to perform the work called for by this Contract within the time specified herein or any extension thereof, or
 - b) If the Service Provider fails to perform any of the other provisions of this Contract or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or extension as authorized by Department in writing) after receiving notice of default.
- 4.2 The Department may withhold payment to the Service Provider for any client who has not received services as set forth in this Contract.

V. TERMINATION

- 5.1 This Contract may be terminated by either party by giving ten (10) days written notice to the other party hereto of the intention to terminate.
- 5.2 Termination of the Client's receipt of services from the Service Provider shall occur only after notifying the Executive Director or his Designee of the case and with sufficient lead time of at least ten (10) days to allow alternate referral for service.

VI. LAW AND VENUE

- 6.1 In any legal action arising under this Contract the laws of the State of Texas shall apply and venue shall be in Brazos County, Texas.

VII. OTHER TERMS AND CONDITIONS

- 7.1 This Contract does not oblige the Department to sign a specific number of clients to the Service Provider's program, or to utilize the Service Provider. Rather this Contract sets out the applicable terms if Service Provider is utilized.
- 7.2 Under Section 231.0056, **Texas Family Code**, the Service Provider certifies that the Service Provider is not ineligible to receive state funds (including the grant or other source of funding of this Contract) and acknowledge that this Contract may be terminated and payment may be withheld if this certificate is inaccurate.
- 7.3 Service Provider shall account separately for the receipt and expenditure of state funds paid pursuant to this Contract and shall adhere to Generally Accepted Accounting Principles (GAAP) in accounting, reporting, and auditing of funds received from the Department.
- 7.4 Service Provider shall comply with all applicable regulatory agency policies, procedures, and administrative rules.

- 7.5 Service Provider shall maintain current license certification, registration, or other necessary regulatory permits.
- 7.6 Service Provider is an independent contractor and is not intended to be, and shall not be an employee, partner, or joint venture of the Department for any purpose. Service Provider shall not be treated as an employee of the Department for purposes of tax withholding, insurance retirement or other benefits. Service Provider is solely responsible for all taxes relating to payment to it under this agreement and maintains its own insurance policy.

VIII. REPRESENTATIONS & WARRANTIES

- 8.1 Service Provider hereby represents and warrants the following:
- A. That it has all necessary rights, title, license and authority to enter into this Agreement;
 - B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; that there are not taxes due and owing to the State of Texas, The County of Brazos, or any political subdivision thereof; and that it is a vendor in good standing with the Texas Comptroller of Public Accounts.
 - C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement;
 - D. That all its employees, interns, volunteer, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect and exploitation allegation.
- 8.2 Service Provider agrees to keep all information provided by the Department and or obtained during the examination confidential.
- 8.3 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

IX. INSURANCE REQUIREMENTS

- 9.1 Service Provider shall instruct his insurance agent or carrier to furnish to the County a Certificate of Insurance attesting to the issuance of the following parts of this section. Please note that such Certificates of Insurance must be issued and then approved by

Brazos County Risk Management. The Certificate of Insurance must be approved by Risk Management before any services can be rendered.

- 9.2 The Provider shall furnish and keep in full force the following insurance during the term of this Contract:
- A. Professional Liability (Errors and Omissions) Insurance appropriate to the services being provided, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. If the Service Provider maintains broader coverage and/or higher limits than the minimums shown above, Brazos County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Brazos County.
 - B. Abuse and molestation insurance as an endorsement to the professional liability policy in a form and with coverage that are satisfactory to covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Provider is responsible including but not limited to Provider and Provider's employees and volunteers. Policy endorsement's definition of an insured shall include the Provider, and the Provider's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$1,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.
 - C. Automotive Liability with \$300,000 CSL for Bodily Injury and \$100,000 Property Damage Liability with Brazos County named as an additional insured.
- 9.3 All of the aforementioned policies and Certificates of Insurance should be issued immediately after the Service Provider receives notification of award.
- 9.4 The Provider agrees to release and hold harmless Brazos County from any and all claims and liability due to the acts of the Provider's employees and the operation of his equipment. The Provider also agrees to hold harmless Brazos County from any and all expenses, including attorney fees, incurred by Brazos County in litigation or otherwise resisting such claims or liabilities as a result of the Provider's employees' activities. Further, the Provider agrees to protect, indemnify, and hold harmless Brazos County from and against all claims, demands and causes of action of every kind and character brought by any employees of the Provider against Brazos County due to personal injuries and/or death to such employee resulting from any neglect act, by either commission or omission on the part of the Provider or Brazos County.

X. PRISON RAPE ELIMINATION ACT

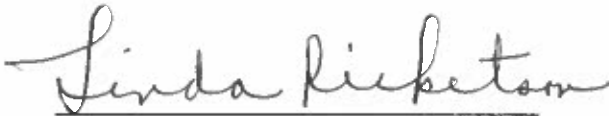
10.1 The Service Provider shall comply with all federal, state, county, and city laws ordinances, regulations and standards applicable to the provision of services described herein and the performances of all obligations undertaken pursuant to this Contract including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.

XI. CONTRACT PERIOD

11.1 The contract period will begin on June 1, 2024, and will terminate on May 31, 2025. This Contract automatically renews the following year unless terminated by either party in accordance with Sec. 5.1 and 5.2.

"DEPARTMENT"

Brazos County Juvenile Services



Linda Ricketson, Director

"SERVICE PROVIDER"

Texas Polygraph Services



Maria Hubbard, Forensic Polygraph Examiner Lic. #1146

"AUTHORIZED OFFICIAL"



Duane Peters, County Judge, Juvenile Board Chair

BRAZOS COUNTY COMMISSIONERS COURT

ON _____, 20____, FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

By: _____

Duane Peters, County Judge
200 S. Texas Ave., Ste. 332
Bryan, TX 77803
Phone: 979-361-4102
Fax: 979-361-4503



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

6/21/2024

ITEM:

Discuss and take possible action on Contract with Cen-Tex Regional Juvenile Services requesting Brazos County to complete Psychological Assessments and Certification Evaluations of their Juvenile Offenders.

TO:

Commissioners Court

DATE:

06/13/2024

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available

- 1.03 Cen-Tex Regional Juvenile Services shall notify the youth and family that the evaluation will take place at the Brazos County Juvenile Services Department.
- 1.04 Cen-Tex Regional Juvenile Services shall allow Brazos County Juvenile Services the amount of time required to complete the evaluation; time shall not exceed 45 days.
- 1.05 Cen-Tex Regional Juvenile Services agrees to pay Brazos County Juvenile Services the amount of \$500.00 for each completed court ordered psychological and \$1,000.00 for each certification evaluation within ten business days after receipt of an accurate invoice.
- 1.06 Cen-Tex Regional Juvenile Services shall not be financially responsible to Brazos County Juvenile Services for any other additional fee(s), service(s), or court appearance(s)/deposition(s). The obligations of Cen-Tex Regional Juvenile Services under this agreement are expressly contingent upon the availability of funding for the term of the agreement and any extensions thereto.
- 1.07 Brazos County Juvenile Services shall not charge parents/guardians of the juvenile for evaluation services.
- 1.08 Invoices shall be on Brazos County Juvenile Services letterhead and contain an accurate mailing address and telephone number(s) where Brazos County can be reached during normal business hours.
- 1.09 Invoices submitted by Brazos County Juvenile Services shall contain the name of the juvenile that received service. Cen-Tex Regional Juvenile Services will verify the services performed. Brazos County Juvenile Services will then process the invoice for payment through the Brazos County Auditor's Office. The Cen-Tex Regional Juvenile Services Auditor will verify all supporting documentation and authorize the generation of a check for Brazos County.

RESPONSIBILITIES OF BRAZOS COUNTY JUVENILE SERVICES

- 2.00 Brazos County Juvenile Services shall contact the youth court ordered for the evaluation and shall arrange a date and time for the assessment with the youth and guardian.
- 2.01 Juvenile Psychological and Juvenile Certification Evaluations and Assessments shall:
 - 2.02 Be age appropriate.
 - 2.03 Be sensitive to any cultural, language, ethnic, developmental, sexual orientation, gender, medical and/or educational issues that may arise during the evaluation.
 - 2.04 Be developmentally appropriate which includes social, cognitive, and educational levels.
 - 2.05 Determine the youth's level of functioning, appropriate treatment interventions, and facilitate the development of an individualized treatment plan. Assessments shall be individualized and reasonable efforts shall be made to acquire collateral information,

such as family history, school records etc.

MAINTENANCE AND ACCESSIBILITY OF RECORDS

- 3.00 Brazos County Juvenile Services shall maintain for a minimum of seven (7) years past the last date on which service was given or until the juvenile's 21st birthday, whichever occurs later, pursuant to Texas State Records Retention Schedule Rule 4125-05 and/or Title 22 Texas Administrative Code Part 9, Chapter 165. Brazos County Juvenile Services agrees to make records and supporting documentation relevant to this Agreement available to authorized Cen-Tex Regional Juvenile Services representatives, auditors, and any other person as may be authorized by Cen-Tex Regional Juvenile Services or by the State of Texas or Federal statute. Brazos County Juvenile Services will cooperate fully in any such audit.

CONFIDENTIALITY/ HIPAA

- 4.01 Brazos County Juvenile Services shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation and shall not disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.
- 4.02 Brazos County Juvenile Services shall ensure that all files and records generated or created pursuant to this agreement containing individually, identifiable health information in electronic, paper and/or oral form also known as protected health information (PHI), are maintained and or disseminated in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA and the Social Security Act 42 U.S.C. 1320d-2 through 1320d-7), and that appropriate safeguards to prevent use or disclosure of such information are in place.

INDEMNIFICATION

- 5.00 Cen-Tex Regional Juvenile Services shall defend, indemnify and hold harmless Brazos County, Brazos County Juvenile Services, its officers agents and employees from all claims or causes of action of any kind for injury or damage of any kind to any person or property brought by or on behalf of any person due to or related to the negligence or intentional acts or omissions of Service Provider, its agents, employees, or subcontractors. Brazos County shall pay any and all damages assessed against Brazos County, BCJS, its officers, agents or employees, arising out of such negligence or intentional acts.

VENUE

- 6.00 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Brazos County, Texas. The venue for any legal proceedings shall be in Brazos County, Texas.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY

- 7.00 Brazos County Juvenile Services agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against

employee, prospective employee, child, childcare provider, or parent on the basis of race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state, and local laws and regulations.

ASSIGNMENT & SUBCONTRACT

- 8.00 Brazos County Juvenile Services may not assign or subcontract any of its rights, duties and /or obligations arising out of this Agreement without the written consent of Grimes County.

OFFICIALS NOT TO BENEFIT

- 9.00 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

TERMINATION

- 10.01 This Agreement may be terminated for any reason:
- 10.11 By either party upon ten (10) days written notice to the other party of the intention to terminate; or
 - 10.12 Upon expenditure of available funds.
 - 10.13 If at any time during the term of this agreement Cen-Tex Regional Juvenile Services Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

WAIVER OF SUBROGATION

- 11.00 Brazos County Juvenile Services expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Cen-Tex Regional Juvenile Services Juvenile Probation. Brazos County Juvenile Services also waives any rights it may have to indemnification from Juvenile Probation.

REPRESENTATIONS & WARRANTIES

- 12.01 Brazos County Juvenile Services hereby represents and warrants the following:

That it has all necessary right, title, license and authority to enter into this Agreement;

- 12.11 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type (s) of services being contracted

for; that it is in compliance with all statutory and regulatory requirements for the operations of its business and that there are no taxes due and owing to the State of Texas, the County of **Brazos** or any political subdivision thereof;

12.12 Brazos County will maintain in force policies of general liability insurance against loss to any person (\$100,000.00) or property occasioned by acts (\$100,000.00) or omissions of Service Provider providing limits of \$300,000.00 per occurrence for bodily injury and \$100,000.00 per occurrence of property damage. Certificate of Liability Insurance shall be furnished to Juvenile Probation. Furthermore, Juvenile Probation shall be notified immediately upon any changes in the status of the insurance policy and shall promptly furnish updated certificates of insurance to Juvenile Probation.

12.13 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation, neglect, death or serious incidents involving a child under the supervision of Juvenile Probation in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, exploitation, death or serious incidents; and that, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with children in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Probation Commission website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

TEXAS LAW TO APPLY

13.00 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in **Brazos County, Texas**.

VENUE

14.00 Exclusive venue for any litigation arising from this Agreement shall be in **Brazos County, Texas**.

LEGAL CONSTRUCTION

15.00 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

PRIOR AGREEMENTS SUPERSEDED

16.01 This Agreement constitutes the sole and only Agreement of the parties hereto and

supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

- 16.02 This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Cen-Tex Regional Juvenile Services for the children assessed at the department by the Judge of Cen-Tex Regional Juvenile Services having juvenile jurisdiction.

PRISON RAPE ELIMINATION ACT

- 17.01 Brazos County Juvenile Services shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual abuse and sexual harassment of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual abuse and sexual harassment in facilities housing adult and juvenile Offenders. [PREA §1 15.312(a)]
- 17.02 Under PREA, Service Provider is complying with PREA standards [PREA §115.312(b)] and shall make available to the CJPO all incident-based aggregated data reports of sexual abuse at its facility within 24-hours of the allegation, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30th [PREA §1 15.387(e) and (t)]

Cen-Tex Regional Juvenile Services



Jason Bender, Chief Juvenile Probation Officer

Brazos County Juvenile Justice Center

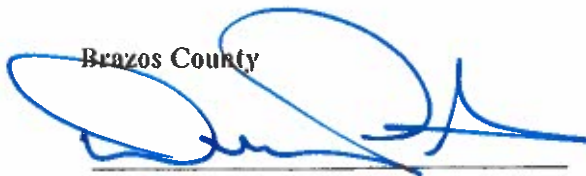


Linda Ricketson, Executive Director

Cen-Tex Regional Juvenile Services

Authorized Official

Brazos County



Juvenile Board Chair
Authorized Official

BRAZOS COUNTY COMMISSIONERS COURT

ON _____, 20 _____, FULLY EXECUTED IN DUPLICATE,
EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

By: _____

Duane Peters, County Judge
200 S. Texas Ave., Ste. 332
Bryan, TX 77803
Phone: 979-361-4102
Fax: 979-361-4503



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 6/21/2024

ITEM: Discuss and take possible action on revised policies and procedures in Title 37, Part 11, Chapter 343.242, Fire Safety Plan.

TO: Commissioners Court

DATE: 06/13/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available



BRAZOS COUNTY JUVENILE SERVICES DEPARTMENT

Linda Ricketson, Director
Melissa White, Assistant Director

JUVENILE BOARD ORDER

STATE OF TEXAS §

COUNTY OF BRAZOS §

BE IT REMEMBERED, at a regular meeting of the Juvenile Board of Brazos County, Texas, held on the 21st day of June 2024, on motion made by Chris Densey, and seconded by Judge Brick, the following Resolution was adopted:

WHEREAS, The Brazos County Juvenile Board is the governing body for the Brazos County Juvenile Services Department.

WHEREAS, The Brazos County Juvenile Board shall require the Brazos County Juvenile Services Department to have written policies and procedures governing **Title 37, Part 11, Chapter 343.242, Fire Safety Plan**.

WHEREAS, The Brazos County Juvenile Services Department has updated and drafted policies and procedures previously approved.

WHEREAS, The Brazos County Juvenile Board did review the following policies and procedures with changes in requirements **TAC 343.242 Fire Safety Plan**.

WHEREAS, The changes will take effect immediately and will not require additional funding to implement or otherwise impose any type of hardship on the Juvenile Services Department.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the **Brazos County Juvenile Board** hereby adopts the revised policies and procedures to reflect the changes in **Title 37, Part 11, Chapter 343.242, Fire Safety Plan**.

DONE IN OPEN BOARD MEETING this 21st day of June 2024.

Recommended by:

Approved by:

Linda Ricketson, Executive Director
Brazos County Juvenile Services

Judge Duane Peters, Chairman
Brazos County Juvenile Board