



MINUTES

JUNE 26, 2025

JUVENILE BOARD MEETING

1. Call to Order

A meeting of the Brazos County Juvenile Board was held on Thursday, June 26, 2025 at 12:00 p.m. at the Brazos County Juvenile Justice Center, Bryan, Texas with the following Board members present:

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

The minutes were taken by Aubrey Leggett.

2. Approve Minutes of Previous Juvenile Board Meeting.

The Board voted unanimously to approve the minutes for the meeting held on March 28, 2025.

Motion: Approve, Moved by Judge Roy Brantley, Seconded by Judge John Brick.
Passed. 6-0. Ayes: Brantley, Brick, Densey, Hawthorne, Hilburn, Matzke. Absent: Peters, Wise.

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

The Director's Report was given by Juvenile Executive Director Linda Ricketson and highlighted the following: The wait time to transport juveniles to TJJD is 82 days on average. The facility currently has one juvenile on the waiting list. She provided an update on the work being completed at the facility, noting that the smoke system is being

serviced and additional razor wire and fencing has been added. Ms. Ricketson gave a brief description of the different programs available to the youth. She then noted the audits and inspections performed including, a cash count audit, kitchen inspection, and Fire Marshall inspection all came back with no discrepancies or violations.

Judge Matzke questioned the rates for housing juveniles outside of Brazos County. Ms. Ricketson recommended raising the rates. The Board entered into a brief discussion and Judge Hawthorne asked that an item be added to the next Juvenile Board Meeting Agenda to discuss increasing the rate.

A copy of the Director's Report is attached.

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

Ms. Ricketson discussed highlights from the annual review of the Brazos County Juvenile Justice Alternative Education Program. She stated that the Academy had a total of 31 admissions for the 2024-2025 school year with an attendance rate of 92 percent. The Brazos County Juvenile Department received reimbursement from Bryan ISD, College Station ISD, Hearne ISD, Navasota ISD, and TJJD for costs associated with educating the students. They currently have 10 students enrolled in summer school. Judge Matzke commended the staff members for the work they do in making the education program a success.

The Board voted unanimously to adopt the Student Code of Conduct.

Motion: Approve, Moved by Judge David Hilburn, Seconded by Judge Amanda Matzke. Passed. 6-0. Ayes: Brantley, Brick, Densey, Hawthorne, Hilburn, Matzke. Absent: Peters, 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 2025-2026 School Year.

The Board voted unanimously to approve the Juvenile Justice Alternative Education Program's Memorandum of Understanding with Bryan Independent School District for the 2025-2026 School Year.

Motion: Approve, Moved by Judge Amanda Matzke, Seconded by Judge John Brick. Passed. 6-0. Ayes: Brantley, Brick, Densey, Hawthorne, Hilburn, Matzke. Absent: Peters, Wise.

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

Ms. Ricketson stated that the contract terms for both items 6 and 7 are identical and could be taken as one vote.

The Board voted unanimously to approve item 6, the contract with Liberty County and item 7, the contract Cherokee County for placement of their youth in Brazos County Juvenile Detention.

Motion: Approve, Moved by Judge David Hilburn, Seconded by Judge Roy Brantley. Passed. 6-0. Ayes: Brantley, Brick, Densey, Hawthorne, Hilburn, Matzke. Absent:

Peters, Wise.

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

Motion: Approve, Moved by Judge David Hilburn, Seconded by Judge Roy Brantley. Passed. 7-0. Ayes: Brantley, Brick, Densey, Hawthorne, Hilburn, Matzke, Wise. Absent: Peters.

8. Discuss and take possible action on Contract with Collin County to provide Residential Treatment Services for the youth in Brazos County.

Ms. Ricketson explained that it has been challenging to find placements for youth and the purpose of this contract is to expand placement options. The facility in Collin County is licensed and audited by TJJD. She provided further information on their capabilities and accreditations. Ms. Ricketson stated that an on-site visit was performed and it is staff's recommendation to move forward with the contract.

Judge Brantley asked if Ms. Ricketson believes this will be a safe place for juveniles and that it is her recommendation to approve. Ms. Ricketson confirmed that is correct. The Board voted unanimously to approve the contract.

Motion: Approve, Moved by Judge John Brick, Seconded by Christopher Densey. Passed. 6-0. Ayes: Brantley, Brick, Densey, Hawthorne, Hilburn, Matzke. Absent: Peters, Wise.

9. Discuss and take possible action on revised Local Wellness Policy.

Ms. Ricketson stated that updates were made to the policy to bring it into compliance. The Board voted unanimously to approve the revised Local Wellness Policy.

Motion: Approve, Moved by Judge Amanda Matzke, Seconded by Judge John Brick. Passed. 6-0. Ayes: Brantley, Brick, Densey, Hawthorne, Hilburn, Matzke. Absent: Peters, Wise.

10. Citizens Comments.

Patrick Gendron spoke about the passing of Deputy Director Joel Hein. He stated that Mr. Hein was committed to the kids, a great leader, role model and public servant. Losing him is a great loss to the community.

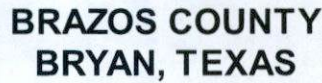
Judge Brantley concurred with Mr. Gendron's statements and shared a personal story regarding Mr. Hein.

Ms. Ricketson stated that it has been a tough time for the Juvenile staff members but they have continued to push forward in honor of what Mr. Hein would have wanted them to do. She announced that the position has been filled by Itzel Correa, who was the Unit Supervisor for Mr. Hein's unit.

Judge Hawthorne suggested naming something in Mr. Hein's honor. Ms. Ricketson shared that they plan to name the Juvenile classroom after him and will have a Proclamation read in Commissioners Court at an upcoming meeting. The Board requested that Ms. Ricketson share the meeting date once it has been added to an

agenda.

11. Adjourn



2025 JUN 18 A 11:46

1. V. Lempereur

JUVENILE BOARD MEETING

MEETING DATE: June 26, 2025
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 2025-2026 School Year.
6. Discuss and take possible action on Contract with Liberty County for placement of their youth in Brazos County Juvenile Detention.
7. Discuss and take possible action on Contract with Cherokee County for placement of their youth in Brazos County Juvenile Detention.
8. Discuss and take possible action on Contract with Collin County to provide Residential Treatment Services for the youth in Brazos County.
9. Discuss and take possible action on revised Local Wellness Policy.
10. Citizens Comments.

11. 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.

JUVENILE BOARD MEETING

6/26/25

12 pm

Date and Time

Name

Organization/Department

Aubrey Leggett

Comm Cart

Shary Lowe

Comm Cart

Melissa White

Juvenile Services

Artis Whetstone

Juv Svc.

Stacey Kasberg

Juvenile Services

Ashley Taylor

BCJS

Ray Deser

BCJS

Daphne Hill

Juvenile Services

Gary Bryantley

Patrick Gendron

Citizen

Chin Cally

Juvenile Services

[Signature]

Juvenile Services

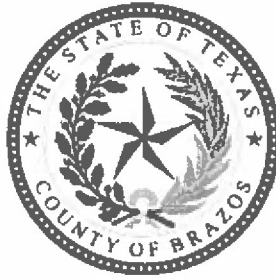
Jodell McKay

Juv. serv.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:	NUMBER:
DATE OF COURT MEETING:	6/26/2025
ITEM:	Approve Minutes of Previous Juvenile Board Meeting.
TO:	Commissioners Court
DATE:	06/18/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	\$0.00



MINUTES

MARCH 28, 2025

JUVENILE BOARD MEETING

1. Call to Order

A meeting of the Brazos County Juvenile Board was held on Friday, March 28, 2025 at 12:00 p.m. 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, Absent;
Roy Brantley, County Court at Law No. 2 Judge;
Kyle Hawthorne, 85th District Judge;
John Brick, 272nd District Judge;
David Hilburn, 361st District Judge;
George "Jerrell" Wise, 472nd District Judge;
Chris Densey, Citizen Member, Absent.

2. Approve Minutes of Previous Juvenile Board Meeting.

The Board voted unanimously to approve the minutes for the meeting held on September 23, 2024.

Motion: Approve, Moved by Judge John Brick, Seconded by Judge Kyle Hawthorne.
Passed. 6-0. Ayes: Brantley, Brick, Hawthorne, Hilburn, Peters, Wise. Absent: Densey, Matzke.

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

The Director's Report was given by Juvenile Executive Director Linda Ricketson and highlighted the following: The wait time to transport juveniles to TJJD is 73 days on average. The facility currently has 2 juveniles on the waiting list. The Detention Center housed juveniles from Houston, Matagorda, Madison and Colorado County at \$150.00 per day. Ms. Ricketson gave a brief description of the different programs available to the youth. She then noted the audits and inspections performed including, a cash count

audit, kitchen inspection, semi-annual Hood system inspection, load test, and fire/safety inspection. All came back with no discrepancies. Additionally, a Juvenile Justice Alternative Education Audit and the Auditor was very impressed with the Academy Program. A copy of the Director's Report is attached.

4. Consider and take possible action on ratifying the Agenda and Minutes for the Juvenile Board meeting conducted on September 23, 2024.

The Board voted unanimously to ratify the Agenda and Minutes from the September 23, 2025 Juvenile Board meeting.

Motion: Approve, Moved by Judge David Hilburn, Seconded by Judge George Wise. Passed. 6-0. Ayes: Brantley, Brick, Hawthorne, Hilburn, Peters, Wise. Absent: Densey, Matzke.

5. Discuss and approve policy changes in TAC 343.249 - Internal Security.

Ms. Ricketson stated that TJJD requires new and updated written policies be approved by the Board. As such, the Internal Security Policy has been updated, including specific changes to escape protocols, key locations, no tools in the control booth, location of mechanical restraints, no tasers by law enforcement, and a maintenance sign-in sheet. The changes are effective immediately. The Board voted unanimously to approve the policy updates. A copy is attached.

Motion: Approve, Moved by Judge John Brick, Seconded by Judge David Hilburn. Passed. 6-0. Ayes: Brantley, Brick, Hawthorne, Hilburn, Peters, Wise. Absent: Densey, Matzke.

6. Discuss and approve policy changes in Detention procedure 200.33 - Observation Records and Documentation.

Ms. Ricketson reported that the Observation Records and Documentation Policy is being implemented to govern the use of the RFID device that documents room checks of residents. The Board voted unanimously to approve the policy. A copy is attached.

Motion: Approve, Moved by Judge David Hilburn, Seconded by Judge Roy Brantley. Passed. 6-0. Ayes: Brantley, Brick, Hawthorne, Hilburn, Peters, Wise. Absent: Densey, Matzke.

7. Discuss and approve policy changes in TAC 343.261 - Resident Supervision.

Ms. Ricketson reported that the Resident Supervision Policy needed to be updated to include the absence of any type of window covering that can obscure the view of juveniles in their cells. The Board voted unanimously to approve the updated policy. A copy is attached.

Motion: Approve, Moved by Judge David Hilburn, Seconded by Judge John Brick. Passed. 6-0. Ayes: Brantley, Brick, Hawthorne, Hilburn, Peters, Wise. Absent: Densey, Matzke.

8. Discuss and approve policy changes in TAC 341.304 - Requirement to Apply for Diversion Funds.

Ms. Ricketson explained the updates to the Requirement to Apply for Diversion Funds Policy including the requirement to apply for diversion funds to divert a juvenile, prior to court commitment to TJJD. Judge Hawthorne requested clarification on the approval process and funding for diverting juveniles. Juvenile staff members explained the process of recommending a juvenile for diversion and the qualifications for State funding to assist with alternate placements in an effort to reduce overcrowding within TJJD. The Board voted unanimously to approve the updated policy. A copy is attached.

Motion: Approve, Moved by Judge John Brick, Seconded by Judge George Wise.
Passed. 6-0. Ayes: Brantley, Brick, Hawthorne, Hilburn, Peters, Wise. Absent: Densey, Matzke.

9. Discuss and approve policy changes in TAC 344.804 - Dual Certification.

Ms. Ricketson stated that the majority of the staff members are dual certified to work in Detention. This allows flexibility to shift employees around during times that they are short-staffed. She explained that the Dual Certification policy was revised to update the training requirements. The Board voted unanimously to approve the updated policy. A copy is attached.

Motion: Approve, Moved by Judge Roy Brantley, Seconded by Judge John Brick.
Passed. 6-0. Ayes: Brantley, Brick, Hawthorne, Hilburn, Peters, Wise. Absent: Densey, Matzke.

10. Discuss and approve policy changes in TAC 343.340 - Suicide Prevention Plan.

Ms. Ricketson explained the changes to the Suicide Prevention Plan including updates to definitions, classifications and removal of the maintenance log portion. Judge Brick questioned why the maintenance log portion was being removed from the policy. Ms. Ricketson and Juvenile Center staff members explained that the maintenance log is not required by TJJD standards. Judge Brantley asked where the maintenance log procedures originated. Detention Supervisor Chris Coffee explained that it was an additional measure taken to oversee juveniles on suicide watch.

Motion: Approve, Moved by Judge David Hilburn, Seconded by Judge George Wise.
Passed. 6-0. Ayes: Brantley, Brick, Hawthorne, Hilburn, Peters, Wise. Absent: Densey, Matzke.

11. Citizens Comments.

Patrick Gendron commended Probation workers for doing a great job under difficult circumstances. He encouraged Judge Peters and Commissioner, Precinct 4 Wanda Watson to consider increasing Probation staff and pay during the County Budget cycle.

12. Adjourn



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:	NUMBER:
DATE OF COURT MEETING:	6/26/2025
ITEM:	Director's Report: Facility Statistics and Audits.
TO:	Commissioners Court
DATE:	06/18/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	\$0.00



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 26, 2025, 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 26th day of June, 2025.

Recommended by:

Linda Ricketson
Director of Juvenile Services

Approved by:

Judge Duane Peters, Chairman
Brazos County Juvenile Board
Judge Kyle Hawthorne
Presiding Chair

June 26, 2025

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 82 days from the time they are being court ordered. As of the week of June 16th there are 149 juveniles on the waiting list, with 11 juveniles scheduled for transport for the week, from 35 departments throughout the state. We have one juvenile on the wait list. Reports from the TJJD Director of Stakeholder Relations indicate that the 5 TJJD secure facilities need 904 correctional staff. The facilities have 72% of positions filled. All facilities are over capacity.

Trevor Landsdown provided this update for the work currently being completed in Juvenile Detention:

The smoke evacuation system is currently being serviced to complete separation of it from the regular HVAC system serving the detention pods. We are wrapping up with G & H pods in the next couple of weeks, and then they will move on to E & F. All of the HVAC sequences have been implemented to better control temperature and humidity setpoints in the new areas. There are still a couple other small issues being worked on (RTU Tie Downs, RTU-29 Noise, Electrical Room Separation), but once the smoke system work is completed, we should be able to call this project complete. We also recently installed additional razor wire and fencing to prevent future residents from accessing the roof from the rec yard.

Contract Detention

Since our last juvenile board meeting, we have had juveniles from Houston and Colorado Counties. Each county is paying \$150.00 per day for a bed in our facility. We billed a total of \$24,150. This is from March-May.

Programs

The programs the department juveniles have participated in since our last board meeting include:

2. **Spring RED Program** – March 19th – April 23rd – 8 juveniles finished the program.

5. **Fitness Mentor Program (FYR) “Forging Youth Resilience” Aggieland** – This program empowers youth to build physical & mental strength for life by providing access to community-based fitness programs & mentorships: (Spring 2025 from March-May We had 7 youth participating).

7. **Youth Moving Forward (YMF)** – This is a mentor program designed to help break the cycle of justice-involved youth in Brazos Co. through mentorship, free counseling services and workforce training. There are 5 youth participating in this program. This program ended in May. It should resume when school starts in August.

8. **True North** – This is a weekly, faith-based mentorship program serving teens from the juvenile detention center each Friday. Youth gain life skills, physical training & biblical guidance. Through consistent mentorship, they are equipped to become leaders who inspire their families, peers & communities towards a more purposeful life. – 4 youth referred to the program.

The departmental counselors are currently providing groups in detention, drug education groups, anger management groups and aftercare parenting groups. There are 8 males in the managing emotions group that have already started. There are 7 females in a separate managing emotions group that will start soon. There are presently 62 juveniles in counseling that are on probation in the community. Dr. Daphne Hill is providing our Sex Offenders treatment under the supervision of Dr. Roy Luepnitz. There are 2 juveniles in Sex offender counseling, and 2 youth in sexual boundaries group. There are 7 juveniles in the substance group and 8 parents that are referred to the aftercare parent group. There are presently only 3 parents attending. Our interns have finished their internships for the Spring Semester. There is one intern that will continue coming once a week and we have one intern that will start soon. She is Spanish speaking so she can assist the counseling unit with the Spanish population.

The counseling unit has a certification report pending, 3 psychological reports, one updated psychological report, and one Certification report pending currently.

From 5/30/2023-4/30/2025 there have been 267 juveniles complete the Vape Awareness Program. The overall recidivism for this program is 9.3%. Drug related recidivism is 4.4%.

Inspections/Audits

There was a cash-count audit on 04/22/25. 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 health department conducted a kitchen inspection of our detention kitchen on 05/13/2025. The kitchen staff did a great job and scored 100 on the inspection.

On May 15, 2025, the Bryan Fire Marshall inspected Administration, Detention, and JJAEP. The reports are attached. There were no violations noted.

TJJD is still determining how they will be changing the audit for detention centers in Texas. The idea is that they will be conducting a risk-based audit. TJJD's auditor came to our facility on May 28, 2025, just to tour our facility and meet our team. There is still no audit instrument so we will not have an audit this year.

Detention Statistics for	Mar. 2024-May 2024	Mar. 2025-May 2025
Admissions	201	168
Releases	201	171
Average Daily Population	37	28
Average Length of Stay	18	17
Escape	00	00
Suicide Attempt	00	00
Suicide Watch	18	16
Physical Abuse	00	00
Emotional Abuse	00	00
Sexual Abuse	00	01
Exploitation	00	00
Physical Restraint	15	19
Mechanical Restraint	03	11
Disciplinary Seclusion	58	41
Safety-based Seclusion	07	03
Medical Confinement	06	05
Resident Grievances (submitted)	00	05
Resident Grievances (confirmed)	00	00
Neglect (supervision)	00	00

The statistics above are for a three-month period. The Sexual abuse in 2025 was an allegation but was not founded.



Office of the Brazos County Auditor

200 S. Texas Avenue - Suite 218
Bryan, Texas 77803
(979) 361-4350

Cash Count Report

Date: 4.22.2025

Office Reviewed: Juvenile

Date of Cash Count: 4.22.2025

Reason For Cash Count: Random

Number of Cash Drawers: 1 Authorized Change Fund Amount: \$ 100.00

Overage/Shortage Noted(Yes/No): No Amount Over/(Short): \$ -

Observations/Comments:

1. One cash drawer was audited and balanced.

2. Receipts are kept secured until the deposit is made.

3. Deposits are made daily.

Recommendations:

There were no concerns or discrepancies discovered during this cash count.

Department Response:(Optional)

By signing this report I certify that I have received and read the report and that at the time of the cash count all funds in the office were made available to the Auditor's Office for review.

Linda Ricketson

Signature

4/22/2025

Date

**BRAZOS COUNTY HEALTH DISTRICT**

201 North Texas Ave. Bryan, TX 77803

www.BrazosHealth.org

Phone: (979) 361-4440 Fax: (979) 361-5759

Retail Food Establishment Inspection ReportJUL
BOARD
JUNE

Date: 5/13/2025	Time In: 9:07 AM	Time Out: 9:32 AM	License/Permit#: RJ-000121	Risk Category: Medium	Page: 1
Purpose of Inspection: <input type="checkbox"/> 1-Compliance <input checked="" type="checkbox"/> 2-Routine <input type="checkbox"/> 3-Field Investigation <input type="checkbox"/> 4-Visit <input type="checkbox"/> 5-Other					TOTAL SCORE
Establishment Name: BRAZOS COUNTY JUVENILE DETENTION			Physical Address: 1904 W STATE HWY 21, TX, BRYAN, 77803		Follow-Up: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Compliance Status: Out = not in compliance IN = in compliance NO = not observed NA = not applicable COS = corrected on site R = repeat violation					100
Mark the appropriate points in the OUT box for each numbered item. Mark '✓' a checkmark in appropriate box for IN, NO, NA, COS. Mark an asterisk '*' in appropriate box for R.					
Priority Items (3 Points) Violations Require Immediate Corrective Action Not to Exceed 3 Days					
Compliance Status		Time and Temperature for Food Safety (F = degrees Fahrenheit)		Compliance Status	
OUT	IN	NO	NA	COS	R
✓					
✓					
✓					
✓					
✓					
✓					
Approved Source				Employee Health	
✓					
✓					
Protection from Contamination				Preventing Contamination by Hands	
✓					
✓					
✓					
Safe Water, Recordkeeping and Food Package Labeling				Highly Susceptible Populations	
✓					
✓					
Conformance with Approved Procedures				Chemicals	
✓					
✓					
Consumer Advisory				Water/Plumbing	
✓					
✓					
Core Items (1 Point) Violations Require Corrective Action Not to Exceed 90 Days or Next Inspection, Whichever Comes First					
Compliance Status		Prevention of Food Contamination		Compliance Status	
OUT	IN	NO	NA	COS	R
✓					
✓					
✓					
✓					
✓					
Proper Use of Utensils				Food Identification	
✓					
✓					
Physical Facilities					
✓					
✓					
✓					
✓					
✓					
✓					
✓					
✓					
Received By:					
Printed By: Noha Fadlaldin		Printed By: Kayla Guevara		Title: Person In Charge / Owner	
Inspected By:		Inspected By:		Print:	

**BRAZOS COUNTY HEALTH DISTRICT**

201 North Texas Ave. Bryan, TX 77803

www.BrazosHealth.org

Phone: (979) 361-4440 Fax: (979) 361-5759

Retail Food Establishment Inspection Report

Date: 5/13/2025	Time In: 9:07 AM	Time Out: 9:32 AM	License/Permit#: RF-000121	Risk Category: Medium	Page: 2
OBSERVATIONS AND CORRECTIVE ACTIONS					
Item Number	AN INSPECTION OF YOUR ESTABLISHMENT HAS BEEN MADE. YOUR ATTENTION IS DIRECTED TO THE CONDITIONS OBSERVED AND NOTED BELOW:				
					Date: 5/13/2025
TEMPERATURE OBSERVATIONS					
Item/ Location		Temp	Item/ Location		Temp
WIF		-6	WIC		33
Received By:		Print: Kayla guevara		Title: Person In Charge/ Owner	
Inspected By:		Print: Noha Fadladdin	Inspected By:		Print:



BRAZOS COUNTY HEALTH DISTRICT



201 North Texas Ave. Bryan, TX 77803

www.BrazosHealth.org

Phone: (979) 361-4440 Fax: (979) 361-5759

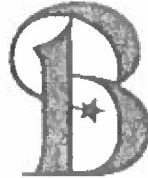
Retail Food Establishment Inspection Report

Comment

Date: 5/13/2025	Time In: 9:07 AM	Time Out: 9:32 AM	License/Permit#: RF-000121	Risk Category: Medium	Page: 3
Purpose of Inspection: <input type="checkbox"/> 1-Compliance <input checked="" type="checkbox"/> 2-Routine <input type="checkbox"/> 3-Field Investigation <input type="checkbox"/> 4-Visit <input type="checkbox"/> 5-Other					TOTAL SCORE
Establishment Name: BRAZOS COUNTY JUVENILE DETENTION		Physical Address: 1904 W STATE HWY 21, TX, BRYAN, 77803		Follow-Up: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	100
CFM: Gabrielle Guevara	CFM Expiry Date: 7/15/2029	FHC: 2		Number of Employees: 2	
<p>*CFM onsite</p> <p>*Permit available</p> <p>*inspection report available</p> <p>*First Aid Kit available</p> <p>*Body Fluid procedure/kit</p> <p>*Dish-machine thermal at 160 F disc available</p> <p>*Quat test strips available</p> <p>*Sanitizer bucket (QUAT at 200ppm)</p> <p>*Hand wash sink >100 F</p> <p>*3 compartments sink >110 F</p> <p>*Restrooms good and >100 F</p> <p>*Mop-sink good</p> <p>***Food Allergen Poster Requirements***A new major change in the rule directly affecting establishments in Brazos County relates to all locations. All establishments must have a food allergen poster displayed in view of the employees. The Brazos County Health District will transition to this new requirement in July 2025. SB 812, the "Sergio Lopez Food Allergy Awareness Act," includes requirements for food service employees and managers to be more aware of food allergies and to know how to mitigate and respond to potential allergic reactions.***</p>					
Received By: 		Print: Kayla Guevara		Title: Person In Charge/ Owner	
Inspected By: 		Print: Noha Fadlaldin		Inspected By: Print:	

Raymond Desir

From: bryantx_noreply@citizenserve.com
Sent: Friday, May 16, 2025 11:13 AM
To: raydesir@hotmail.com
Subject: Fire Prevention Inspection Report



**BRYAN FIRE
DEPARTMENT**
CITY OF BRYAN



Fire Prevention Inspection Report

Name of Business: Brazos County Juvenile Services
Address: 1904 W SH 21
Parcel ID#: 95624

Occupancy Classification: I3

Details

Inspection Date: 05/15/2025
Inspection Type: Fire Prevention Inspection
Permit #: FPI25-000072
Lead Inspector: Ethan Ballard

Inspection Results

Fire Department Access

A. Address Numbers: No Violations
Comments:

B. Utility Identification: No Violations
Comments:

C. Apparatus Access: No Violations
Comments:

D. Fire Lanes: No Violations
Comments:

E. Security Gates: No Violations
Comments:

Exits/Doors/Emergency Lighting

A. Corridor Minimum Width: No Violations

Comments:

B. Path of Egress: No Violations

Comments:

C. Aisle Requirements: No Violations

Comments:

D. Exit Discharge: No Violations

Comments:

E. Number of Exits: No Violations

Comments:

F. Door Width: No Violations

Comments:

G. Direction of Swing: No Violations

Comments:

H. Latches & Locks: No Violations

Comments:

I. Keyed Egress Doors: No Violations

Comments:

J. Flush/Slide Bolts: No Violations

Comments:

K. Opening Force: No Violations

Comments:

L. Hold-Open Devices: No Violations

Comments:

M. Fire Doors Must Latch: No Violations

Comments:

N. Illuminated Egress: No Violations

Comments:

O. Emergency Lighting of Egress: No Violations

Comments:

P. Emergency Lighting of Rooms: No Violations

Comments:

Q. Exit Signs Required: No Violations

Comments:

R. Location of Exit Signs: No Violations

Comments:

S. Illumination of Exit Signs: No Violations

Comments:

Emergency Planning

A. Fire Safety & Evacuation Plan: No Violations
Comments:

Housekeeping

A. Voids & Penetrations: No Violations
Comments:

B. Heater Hazards: No Violations
Comments:

C. Height of Storage: No Violations
Comments:

D. Unauthorized Storage: No Violations
Comments:

E. Exterior Fire Hazards: No Violations
Comments:

F. Trash Hazards: No Violations
Comments:

G. Required Door Signage: No Violations
Comments:

Electrical

A. Open Wiring: No Violations
Comments:

B. Clear Space: No Violations
Comments:

C. Electrical Panel Labeling: No Violations
Comments:

D. Multiplug Adapters: No Violations
Comments:

E. Extension Cords: No Violations
Comments:

F. Relocatable Power Taps: No Violations
Comments:

G. Abatement of unsafe conditions and electrical hazards: No Violations
Comments:

Hazardous Materials

A. Flammable Liquid Storage: N/A

Comments:

B. LP Storage: N/A

Comments:

C. NFPA 704 Labeling: N/A

Comments:

D. Compressed Gases: N/A

Comments:

Fire Protection Systems

A. Inspection & Maintenance: No Violations

Comments:

B. Fire Protection Systems Record Keeping: No Violations

Comments:

C. Fire Protection System Access: No Violations

Comments:

D. FDC Signage: No Violations

Comments:

E. Locking Fire Department Caps: No Violations

Comments:

F. Riser Room/ FACP Signs: No Violations

Comments:

G. Key Boxes: No Violations

Comments:

H. Obstructed Hydrants: No Violations

Comments:

I. Commercial Cooking: No Violations

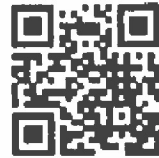
Comments:

J. Portable Fire Extinguishers: No Violations

Comments:

General Notes

Fire department inspections are intended for your safety and that of our city's citizens and visitors. This document is an official notice of violation(s) of the Fire Code that may exist, as amended. If applicable, all corrections shall be completed by the date noted. Violation of the Fire Code is a misdemeanor punishable by a fine and/or imprisonment; therefore, failure to comply with these requirements may lead to legal action. Your cooperation is greatly appreciated. For information concerning this inspection or our public education programs, please call 979.209.5960 or visit our website for more information.



Additional Violations:

Inspector Comments:

1. Inspection was completed for the Juvenile Detention Center under the 2021 International Fire Code with applicable amendments adopted by City of Bryan E.Ballard #813

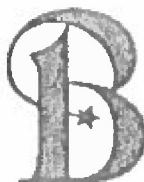
Ethan Ballard
eballard@bryantx.gov

Next Inspection Date:

Inspection Fee Required: No

Raymond Desir

From: bryantx_noreply@citizenserve.com
Sent: Friday, May 16, 2025 11:13 AM
To: raydesir@hotmail.com
Subject: Fire Prevention Inspection Report



**BRYAN FIRE
DEPARTMENT**
CITY OF BRYAN



Fire Prevention Inspection Report

Name of Business: Brazos County
Juvenile Services

Address: 1904 W SH 21

Parcel ID#: 95624

Occupancy Classification: I3

Details

Inspection Date: 05/15/2025

Inspection Type: Fire Prevention Inspection

Permit #: FPI25-000068

Lead Inspector: Ethan Ballard

Inspection Results

Fire Department Access

A. Address Numbers: No Violations
Comments:

B. Utility Identification: No Violations
Comments:

C. Apparatus Access: No Violations
Comments:

D. Fire Lanes: No Violations
Comments:

E. Security Gates: N/A
Comments:

Exits/Doors/Emergency Lighting

A. Corridor Minimum Width: No Violations

Comments:

B. Path of Egress: No Violations

Comments:

C. Aisle Requirements: No Violations

Comments:

D. Exit Discharge: No Violations

Comments:

E. Number of Exits: No Violations

Comments:

F. Door Width: No Violations

Comments:

G. Direction of Swing: No Violations

Comments:

H. Latches & Locks: No Violations

Comments:

I. Keyed Egress Doors: No Violations

Comments:

J. Flush/Slide Bolts: No Violations

Comments:

K. Opening Force: No Violations

Comments:

L. Hold-Open Devices: No Violations

Comments:

M. Fire Doors Must Latch: No Violations

Comments:

N. Illuminated Egress: No Violations

Comments:

O. Emergency Lighting of Egress: No Violations

Comments:

P. Emergency Lighting of Rooms: No Violations

Comments:

Q. Exit Signs Required: No Violations

Comments:

R. Location of Exit Signs: No Violations

Comments:

S. Illumination of Exit Signs: No Violations

Comments:

Emergency Planning

A. Fire Safety & Evacuation Plan: No Violations

Comments:

Housekeeping

A. Voids & Penetrations: No Violations

Comments:

B. Heater Hazards: No Violations

Comments:

C. Height of Storage: No Violations

Comments:

D. Unauthorized Storage: No Violations

Comments:

E. Exterior Fire Hazards: No Violations

Comments:

F. Trash Hazards: No Violations

Comments:

G. Required Door Signage: No Violations

Comments:

Electrical

A. Open Wiring: No Violations

Comments:

B. Clear Space: No Violations

Comments:

C. Electrical Panel Labeling: No Violations

Comments:

D. Multiplug Adapters: No Violations

Comments:

E. Extension Cords: No Violations

Comments:

F. Relocatable Power Taps: No Violations

Comments:

G. Abatement of unsafe conditions and electrical hazards: No Violations

Comments:

Hazardous Materials

A. Flammable Liquid Storage: N/A

Comments:

B. LP Storage: N/A

Comments:

C. NFPA 704 Labeling: N/A

Comments:

D. Compressed Gases: N/A

Comments:

Fire Protection Systems

A. Inspection & Maintenance: No Violations

Comments:

B. Fire Protection Systems Record Keeping: No Violations

Comments:

C. Fire Protection System Access: No Violations

Comments:

D. FDC Signage: No Violations

Comments:

E. Locking Fire Department Caps: No Violations

Comments:

F. Riser Room/ FACP Signs: No Violations

Comments:

G. Key Boxes: No Violations

Comments:

H. Obstructed Hydrants: No Violations

Comments:

I. Commercial Cooking: N/A

Comments:

J. Portable Fire Extinguishers: No Violations

Comments:

General Notes

Fire department inspections are intended for your safety and that of our city's citizens and visitors. This document is an official notice of violation(s) of the Fire Code that may exist, as amended. If applicable, all corrections shall be completed by the date noted. Violation of the Fire Code is a misdemeanor punishable by a fine and/or imprisonment; therefore, failure to comply with these requirements may lead to legal action. Your cooperation is greatly appreciated. For information concerning this inspection or our public education programs, please call 979.209.5960 or visit our website for more information.



Additional Violations:

Inspector Comments:

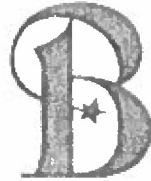
1. Inspection was completed for the JJAEP under the 2021 International Fire Code with applicable amendments adopted by City of Bryan E. Ballard #813

Ethan Ballard
eballard@bryantx.gov

Next Inspection Date:

Inspection Fee Required: No

From: bryantx_noreply@citizenserve.com
Sent: 05/16/2025 - 10:59 AM
To: raydesir@hotmail.com
CC:
Subject: Fire Prevention Inspection Report



**BRYAN FIRE
DEPARTMENT**
CITY OF BRYAN



Fire Prevention Inspection Report

Name of Business: Brazos County
Juvenile
Services

Address: 1904 W SH 21

Parcel ID#: 95624

Occupancy Classification: I3

Details

Inspection Date: 05/15/2025

Inspection Type: Fire Prevention Inspection

Permit #: FPI25-000071

Lead Inspector: Ethan Ballard

Inspection Results

Fire Department Access

A. Address Numbers: No Violations
Comments:

B. Utility Identification: No Violations
Comments:

C. Apparatus Access: No Violations
Comments:

D. Fire Lanes: No Violations
Comments:

E. Security Gates: No Violations
Comments:

Exits/Doors/Emergency Lighting

A. Corridor Minimum Width: No Violations

Comments:

B. Path of Egress: No Violations

Comments:

C. Aisle Requirements: No Violations

Comments:

D. Exit Discharge: No Violations

Comments:

E. Number of Exits: No Violations

Comments:

F. Door Width: No Violations

Comments:

G. Direction of Swing: No Violations

Comments:

H. Latches & Locks: No Violations

Comments:

I. Keyed Egress Doors: No Violations

Comments:

J. Flush/Slide Bolts: No Violations

Comments:

K. Opening Force: No Violations

Comments:

L. Hold-Open Devices: No Violations

Comments:

M. Fire Doors Must Latch: No Violations

Comments:

N. Illuminated Egress: No Violations

Comments:

O. Emergency Lighting of Egress: No Violations

Comments:

P. Emergency Lighting of Rooms: No Violations

Comments:

Q. Exit Signs Required: No Violations
Comments:

R. Location of Exit Signs: No Violations
Comments:

S. Illumination of Exit Signs: No Violations
Comments:

Emergency Planning

A. Fire Safety & Evacuation Plan: No Violations
Comments:

Housekeeping

A. Voids & Penetrations: No Violations
Comments:

B. Heater Hazards: No Violations
Comments:

C. Height of Storage: No Violations
Comments:

D. Unauthorized Storage: No Violations
Comments:

E. Exterior Fire Hazards: No Violations
Comments:

F. Trash Hazards: No Violations
Comments:

G. Required Door Signage: No Violations
Comments:

Electrical

A. Open Wiring: No Violations
Comments:

B. Clear Space: No Violations
Comments:

C. Electrical Panel Labeling: No Violations

Comments:

D. Multiplug Adapters: No Violations

Comments:

E. Extension Cords: No Violations

Comments:

F. Relocatable Power Taps: No Violations

Comments:

G. Abatement of unsafe conditions and electrical hazards: No Violations

Comments:

Hazardous Materials

A. Flammable Liquid Storage: N/A

Comments:

B. LP Storage: N/A

Comments:

C. NFPA 704 Labeling: N/A

Comments:

D. Compressed Gases: N/A

Comments:

Fire Protection Systems

A. Inspection & Maintenance: No Violations

Comments:

B. Fire Protection Systems Record Keeping: No Violations

Comments:

C. Fire Protection System Access: No Violations

Comments:

D. FDC Signage: No Violations

Comments:

E. Locking Fire Department Caps: No Violations

Comments:

F. Riser Room/ FACP Signs: No Violations

Comments:

G. Key Boxes: No Violations

Comments:

H. Obstructed Hydrants: No Violations

Comments:

I. Commercial Cooking: N/A

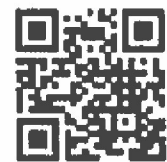
Comments:

J. Portable Fire Extinguishers: No Violations

Comments:

General Notes

Fire department inspections are intended for your safety and that of our city's citizens and visitors. This document is an official notice of violation(s) of the Fire Code that may exist, as amended. If applicable, all corrections shall be completed by the date noted. Violation of the Fire Code is a misdemeanor punishable by a fine and/or imprisonment; therefore, failure to comply with these requirements may lead to legal action. Your cooperation is greatly appreciated. For information concerning this inspection or our public education programs, please call 979.209.5960 or visit our website for more information.



Additional Violations:

Inspector Comments:

1. Inspection was completed for the Administration Building under the 2021 International Fire Code with applicable amendments adopted by City of Bryan E.Ballard #813

Ethan Ballard
eballard@bryantx.gov

Next Inspection Date:

Inspection Fee Required: No



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:	NUMBER:
DATE OF COURT MEETING:	6/26/2025
ITEM:	Annual Review of the Brazos County Juvenile Justice Alternative Education Program and adoption of the Student Code of Conduct.
TO:	Commissioners Court
DATE:	06/18/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	\$0.00



BRAZOS COUNTY JUVENILE SERVICES DEPARTMENT

Linda Ricketson, Director
Melissa White, Assistant Director

STATE OF TEXAS §

COUNTY OF BRAZOS §

BE REMEMBERED, at a regular meeting of the Juvenile Board of Brazos County, Texas, held on the 26th day of June 2025, on motion made by Judge David Hilburn, and seconded by Judge A. Matzke, the following Resolution was adopted:

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

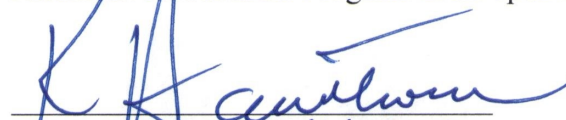
WHEREAS, The Brazos County Juvenile Board is required by the Texas Administrative Code to participate in an annual evaluation of the overall operations of the Juvenile Justice Alternative Education Program, per TAC 348.200 (e).

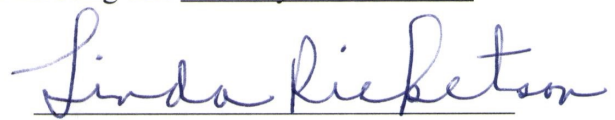
WHEREAS, The Brazos County Juvenile Board is required by the Texas Administrative Code to annually adopt the Juvenile Justice Alternative Education Program's Student Code of Conduct, Per TAC 348.224 (a)(1).

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 26th day of June 2025.


Duane Peters, Judge Kyle Hawthorne
Chair, Brazos County Juvenile Board
Presiding Chair


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



BRAZOS COUNTY JUVENILE SERVICES DEPARTMENT

Linda Ricketson, Director
Melissa White, Assistant Director

June 26, 2025

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

Re: 2024-2025 Management Review of the JJAEP

Overview of JJAEP's

The Texas Legislature created Juvenile Justice Alternative Educational Programs (JJAEP) in 1995 during an extensive re-write of the Texas Education Code. The legislation that created JJAEPs also mandated a separate educational setting to ensure safe and productive classrooms through the removal of dangerous and/or disruptive students while addressing and resolving the issue of expelled youth receiving no educational services during the period of expulsion.

Prior to the creation of JJAEPs, disruptive and dangerous students either remained in the classroom or were expelled thus receiving no education during that time. Thus, the State of Texas had a critical interest in ensuring safe classrooms for teachers and students while providing educational services in an alternative setting for expelled students.

This new educational placement was created to serve the educational needs of juvenile offenders and at-risk youth who are expelled from the regular classroom or the school district disciplinary alternative education program (DAEP). The legislative intent was for JJAEPs to provide a quality alternative educational setting for expelled youth that would focus on discipline, behavior management and academic achievement.

JJAEP Funding:

The funding mechanism for JJAEPs differs in part from the funding mechanism in place for the public schools in Texas. JJAEPs are funded primarily through county tax revenues that flow through school districts and county commissioner's courts along with state appropriations that flow through Texas Education Agency (TEA) and TJJD.

Public schools are funded through county tax revenues, state general appropriation funds and federal funds. TJJD provides funding to local juvenile boards on a per diem basis for students who are mandated by state law to be expelled and placed into the JJAEP.

The Juvenile Board and the school districts in a county jointly enter into a memorandum of understanding (MOU) regarding the cost of non-expelled and discretionary expelled students who may also attend the JJAEP. Local school districts, governmental organizations or private entities may provide funds and/or in kind services to the JJAEP as agreed upon in the MOU.

The TJJD is required to provide reimbursement for every eligible attendance day. TJJD's rate per attendance day for the 2024-2025 school year was \$86.00 per attendance day. TJJD is not able to provide reimbursement funding for summer school in 2025.

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. The JJAEP focuses on discipline, behavior management, as well as academic achievement.

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 2024-2025 school year were in grades seven through twelve, and ranged in age from 12-17.

The Brazos County Academy internalized the educational part of the JJAEP during the 2008-09 school year. Internalizing meant purchasing an educational curriculum that would allow students to work on grade level as well as at an accelerated pace.

The Academy had a total of 31 admissions for the 2024-2025 school year. There was one mandatory placement and three discretionary placements enrolled at the JJAEP during the 2024-2025 school year. All other admissions were under court supervision to attend the Academy/JJAEP by a Juvenile Magistrate or Judge. All students will be promoted to the next grade based on their progress with coursework.

During the 2024-2025 school year, the Brazos County Juvenile Department received a total of \$44,528.04 from BISD, and \$11,266.29 from CSISD for reimbursement costs associated with educating BISD and CSISD students. In addition, we received \$6,254.00 from Hearne ISD and \$7,950.00 from Navasota ISD during this school year for discretionary expulsions they referred to JJAEP. The Department received an additional \$9,632.00 in funding from TJJD for the mandatory placement student for the 2024-2025 academic year.

Summer School

The Juvenile Department began a summer school program for high school students at our JJAEP during the summer of 2009. The program has been very successful and again this summer (2025) we are providing summer school in June and July to 10 students. The students are probationers who are court-ordered to attend or were referred by their probation officers. Students are able to earn school credits during the summer sessions as well.

June 26, 2025

To: ISD Superintendent
From: Todd McKey, JJAEP Superintendent

Re: 2024-2025 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 2024-2025 school year were in grades seven through twelve and ranged in age from 12-17.

2024 -2025 JJAEP Statistics

31	Total student enrollment
01	Mandatory student referrals
03	Discretionary JJAEP Placements
27	Court Order / Probation placements
11	Average Daily Population -Lowest ADP in August (4.4), highest ADP in April (16.5).
78	Average Length of Stay (days)
18	Number of students who successfully completed the program (8 students are still enrolled in program)
04	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
349	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, 2023-2024).
23	Males
08	Females
15	African American
07	Hispanic
09	Caucasian
00	Other
10	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 2024-2025 school year. The current policies and procedures as related to safety and security have been reviewed and will remain in effect for the 2025-2026 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.

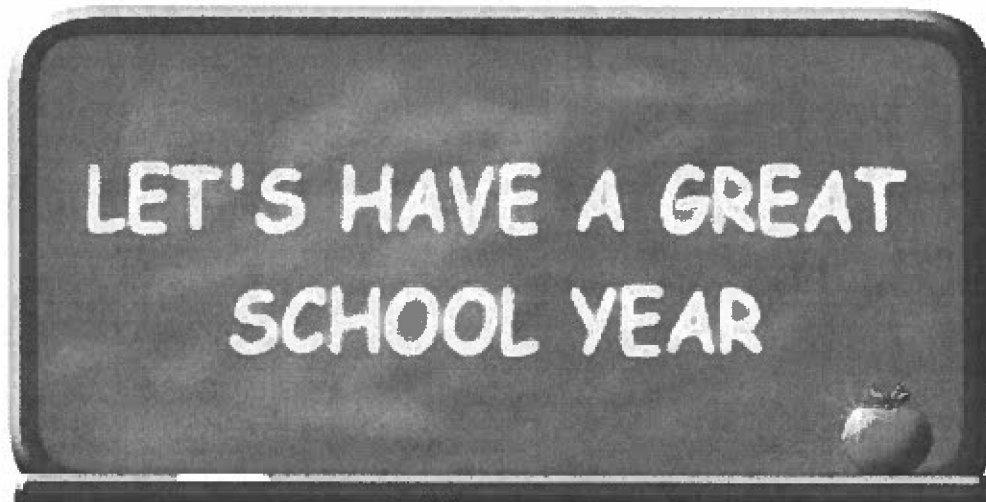
JJAEP Superintendent

Date of Management Review

Brazos County Academy Juvenile Justice Alternative Education Program

1904 West SH 21
Bryan, Texas 77803
Phone: (979) 361-1862
Fax: 822-6071

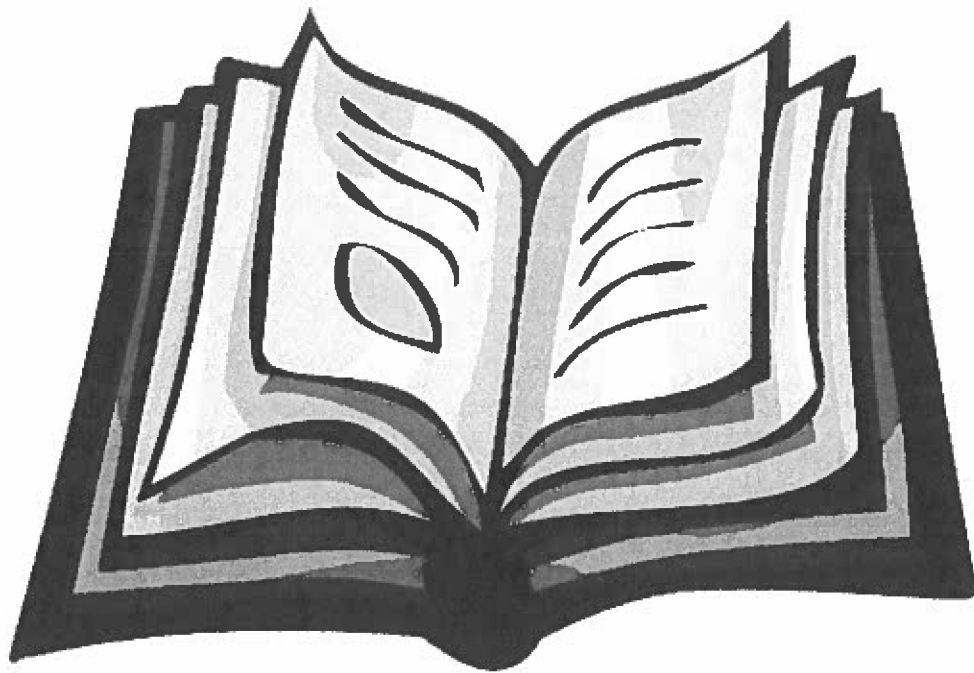
2025 - 2026



**JJAEP Administrative Review: June 26, 2025
Juvenile Board Annual Evaluation & Review: June 26, 2025
REVISED: 5/30/2023**

**WELCOME
TO THE
BRAZOS COUNTY ACADEMY

JUVENILE JUSTICE ALTERNATIVE
EDUCATION PROGRAM**



The beautiful thing about learning is that no one can take it away from you...

TABLE OF CONTENTS

Mission Statement	5
Program Description/Facility/Staff	6
Schedule/Pledges/Attendance	7
School Closing/Transportation	9
Security/Visitors/Meals/Medication	10
Academics	11
Tutorials/Assessments/Transition Services/Programs	12
Drug Tests/Dress Code	13
Contraband	15
Grievance Procedures	16
Behavior Management	17
Program Behavior Expectations/Major Rule Violations	19
Minor Rule Violations	20
Persistent Misconduct/Consequences	22
Classroom Rules and Procedures	24
Zero Tolerance	26
Important Numbers	30
Late Notice	31
Fire Drill Procedure	32
Tornado Drill Procedure	33
Daily Evaluation Sheet	34
Tools You Can Use	36
Parking Lot Instructions	37
Statutory Requirements for Start of School Day	38
Attendance Disclaimer	39
Expectations for Remote/Distance Learning	40
Notes	41

PREFACE

The goals of any school include providing a safe, pleasant environment in which students can achieve and pursue their studies in a manner most conducive to learning. The purpose of this handbook is to provide courses of action to preserve and maintain the existence of this atmosphere while at the same time reinforcing and supporting students, parents, and school personnel.

Academy/J.J.A.E.P. School promotes the use of positive reinforcement for students, and teachers employ various methods to encourage appropriate behavior. A positive approach to discipline is the preferred approach for all ages.

All disciplinary actions are undertaken with the welfare of the student and/or student body in mind. Assisting our youth to grow and mature into productive citizens is our ultimate goal, and as educators, we endeavor to augment this growth in a way that prompts students to make informed decisions that are beneficial to them.

As educators, our dreams for the youth of our schools are harmonious with those of the parents of our community. Thus, parental involvement and suggestions that will benefit the students of Academy/J.J.A.E.P. School are solicited and always welcome.

Academy/J.J.A.E.P. SCHOOL EQUAL OPPORTUNITY STATEMENTS

1. No administrative officer or employee of Academy/J.J.A.E.P. School, acting in his/her official capacity, may discriminate on the basis of a person's sex, race, religion, color, language, or national origin regarding: personnel practices, including assigning, hiring, promoting, compensating, and discharging employees; use of facilities; awarding contracts; and participation in programs.

2. No student shall, on the basis of sex, race, religion, language, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity sponsored by this organization.

3. No qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity sponsored by this organization.

4. Academy/J.J.A.E.P. School does not discriminate on the basis of disability by denying access to the benefits of school services, programs, or activities.

Inquiries regarding any of these statements should be directed to Todd McKey, Administrator, Academy/J.J.A.E.P. School, 1904 Hwy 21 West, Bryan, Texas 77803, (979) 361-1862.

The use of illicit drugs and unlawful possession and use of alcohol are wrong and harmful.

NOTICE OF RIGHTS OF PARENTS & STUDENTS Family Educational Rights and Privacy Act

Academy/J.J.A.E.P. School maintains general education records as required by Law. Academy/J.J.A.E.P. School makes available to parents information concerning their child enrolled in school unless the school is notified that the parent does not have that authority under state law. When a student reaches 18 years of age and is no longer dependent, all rights of the parent are transferred to the student. The parent's rights to access and copies of student records under this policy does not extend to some types of material used in educating the student that is not included in the coverage of the Family Rights and Privacy Act of 1974. Some common examples include test protocols and teachers personal notes on the student that are not shared with other personnel except a substitute teacher.

Parents, the student and officials of Academy/J.J.A.E.P. School with legitimate educational interests are the only persons with general access to the records. "School officials" means any employees, agents or trustees of Academy/J.J.A.E.P. School, as well as attorneys and consultants retained by the school. "School officials" have a "legitimate educational interest" in a student's records when they are working with the student; considering disciplinary or academic actions, the student's case, or a student with disabilities individual education plan; compiling statistical data; or investigating or evaluating programs. Academy/J.J.A.E.P. School also forwards education records on request to a school in which a student seeks or intends to enroll without the parent's permission.

The Director is the custodian of all records for currently enrolled students and for all students who have withdrawn. Records may be reviewed during regular school hours if parents wish to do so. The records custodian or designee will respond to reasonable requests for explanation and interpretation of the records.

NOTICE OF CONFIDENTIALITY OF INFORMATION IN STUDENT RECORDS

Parents of students with disabilities have the right to:

...obtain a list of the types and location of educational records which are collected, maintained or used by Academy/J.J.A.E.P. School from the Director of the school;

...obtain and review educational records maintained by Academy/J.J.A.E.P. School by requesting those records from the Director;

...have a person of your choice review the records;

...contact the director or designee at Academy/J.J.A.E.P. School to explain or interpret any items in the educational records;

...obtain a list of those, other than the people involved in the student's education who have seen the educational records and the purpose of access from the director;

...contact the administrator about changing a student's records, if you believe a statement is wrong or misleading about the student in his/her records. If the request is denied by the school, you may request a hearing before the local board of advisors from the director. You may also appeal the decision of the Board to the Commissioner of Education.

Student Code of Conduct

Student / Parent Handbook

MISSION STATEMENT:

Academically, the mission of the Brazos County JJAEP is to enable students to perform at grade level, and to provide an instructional program that facilitates an increased level of student academic progress in the areas of reading and math.

To provide a quality program that will protect the community from delinquency, impose accountability for offenses committed, reinforce a successful educational experience, instill within its participants the importance of self discipline, and equip juvenile offenders with the required competencies to live productively and responsibly in the community.

The Brazos County Academy Student and Parent Handbook contains information to help insure success at the Brazos County Academy. Throughout the handbook, the term "student's parent" means parent, legal guardian, or other person who has agreed to assume school-related responsibility for a student.

Students and parents should be familiar with the Brazos County Academy Student Code of Conduct/Handbook which sets out expectations and consequences for inappropriate behavior. The Student Code of Conduct is intended to promote school safety and an atmosphere for learning. All students and parents are issued a Student Code of Conduct/Handbook during orientation.

The handbook is reviewed annually, while policy adoption and revision is an ongoing process. Changes in policy that affect this Student Code of Conduct / Handbook will be communicated by memos, etc. to students and parents.

The following information is prepared for student and parent use and while it covers many topics, it would be impossible to cover all questions or issues that arise. Students and parents are encouraged to contact Brazos County Academy at (979) 361-1862 if additional information is needed.

WHAT IS THE ACADEMY/JJAEP?

The Academy program is designed and organized by the Brazos County Juvenile Services Department. The Academy addresses the needs of students ages ten through seventeen who have committed detainable offenses and whom the department and/or court have determined would benefit from placement in a program that is a combination of regimented discipline and education, thereby, allowing the child to remain in the community. The Academy will address the needs of these children by providing for the child's education, thereby, helping the student to achieve academic success. The Brazos County Academy strives to ensure a safe and supportive environment for all students, while teaching teamwork, discipline, and life skills, thus instilling a sense of pride and self-discipline.

PROGRAM DESCRIPTION

The Brazos County Juvenile Justice Alternative Education Program (JJAEP) was created pursuant to Senate Bill 1, passed by the Texas legislature in 1995. JJAEP mandatory placement students are placed in the JJAEP after being expelled from their public school setting.

FACILITY

The Brazos County JJAEP is located at 1904 West SH 21, Bryan, Texas, 77803. The program utilizes two classrooms, located adjacent to the Juvenile Probation Department.

JJAEP STAFF

The Brazos County JJAEP staff consists of the following:

JJAEP ADMINISTRATOR: The JJAEP Administrator is responsible for the management of the JJAEP. The JJAEP Administrator also acts as the liaison between the student and his/her home school.

JJAEP SUPERVISOR: The JJAEP Supervisor is responsible for the daily operations of JJAEP.

CAMPUS BEHAVIOR COORDINATOR: Responsible for maintaining student discipline and the implementation of policies and procedures. The JJAEP Administrator and the JJAEP Supervisor will be the designated Campus Behavior Coordinators. The CBC will promptly notify the parent if their student is taken into custody by a law enforcement officer or removed from the JJAEP program by telephone or in person, on the day the action is taken.

TEACHERS: The Brazos County JJAEP employs two certified teachers for educational personnel. Each classroom is led by a certified teacher. Some teachers have additional certification in special education. JJAEP staff, tutors and volunteers are available to provide additional support to students and teachers.

CASEWORKER/PROBATION OFFICER: The JJAEP Administrator and Supervisor are certified Juvenile Probation Officers. The Caseworker provides intake services and ongoing supervision to students in the program.

ACADEMY OFFICERS: Academy Officers are certified Juvenile Supervision Officers who have specialized training in providing supervision instruction to juveniles. The Academy Officers assist the educational staff in maintaining order in the classroom, and are responsible for the security of students and staff.

BCJJAEP Staff are not allowed to accept any gift or favor from students or student's parents. Staff shall maintain an appropriate relationship with students enrolled in the program and are not allowed to contact students unless conducting official business.

DAILY OPERATION

Students placed in the Brazos County JJAEP attend school daily, Monday through Friday. The hours of daily operation at the JJAEP campus are from 7:00 a.m. to 3:00 p.m. The Brazos County JJAEP DOES NOT follow the BISD or CSISD calendar for school days, staff development days, holidays and bad weather days. An Academy/JJAEP calendar is distributed during orientation.

DAILY SCHEDULE

7:00am - 7:30am	Check in
7:30am - 8:00am	Pledges, Breakfast
8:00am - 8:55am	Class I
9:00am - 9:55am	Class II
10:00am - 10:55am	Class III
11:00am - 11:55am	Class IV
12:00pm - 12:30pm	Lunch/Break
12:30pm - 2:00pm	DEAR/Group/Enrichment/P.E.
2:00pm - 3:00pm	Dismissal, Tutoring

SUMMER SCHOOL SCHEDULE

7:00am – 7:55am	Student Sign In/Pat Searches/Pledges/Breakfast
8:00am – 12 Noon	Class I & II
12pm – 1:00pm	Lunch
1:00pm – 2:00pm	Group/Programs/DEAR
2:00pm – 3:00pm	Tutoring, Clean-up/Dismissal

RESTROOM BREAKS: For safety and security purposes, restroom breaks will be built in to the daily schedule. Individual restroom breaks will be at the discretion of the Academy staff.

Scheduling is subject to change based on student enrollment, inclement weather and other program factors.

MORNING PLEDGES (TEC 25.082)

Students shall participate (i.e. stand and recite) the daily pledges of allegiance to the United States and Texas flags unless the parent specifically requests in writing that the child not participate. All students will observe a one minute moment of silence before scheduled meals. During this time they may reflect, pray, meditate or engage in any other silent activity that is not likely to interfere with or distract other students.

ATTENDANCE (TEC 25.082, 25.093, 25.094)

Students are required to attend school on a daily basis. It is the responsibility of the parent/guardian to assist the student in arriving to school on time each day, arranging for timely pick-up each day, and communicating with the BCJJAEP regarding absences. Attendance will be taken each day and reported to the appropriate school districts and probation officers.

Refusals to attend the JJAEP or unauthorized absences are considered a major program rule violation and the department may file truancy charges with Municipal or Juvenile Court. Persistent refusal to attend JJAEP may result in the student being placed in the Brazos County Juvenile Detention Center. Program attendance requirements cannot be satisfied while the student is in the custody of Juvenile Detention. When a student has unexcused or excused absences, those days will be made up at the end of the term of placement in order for the student to return to his/her home school.

Students are required to arrive **no earlier** than 7:00 a.m. each day. Students will be subject to a referral and after school detention if they arrive late (after 7:30 a.m. but before 7:44 a.m. = 30 minutes after school; after 7:45 a.m. = 1 hour after school).

School is dismissed at 2:00 p.m. Students should be picked up at 2:00 p.m. dismissal time unless otherwise notified. Students will only be released to an authorized person, 21 years of age or older with a valid driver license.

Students are to leave the County/School property immediately after the school day is completed unless pre-approved by the JJAEP Supervisor to remain on County property.

Students are not released until directed by the Academy staff. Behavior while waiting for pick-up can affect daily grades.

WHEN A STUDENT IS ABSENT OR TARDY

The parent must contact the Academy on the morning of the absence. The parent/guardian must notify the office by calling no later than 8:00 a.m. on any day the student is expected to be absent or tardy. Students must provide a medical excuse from a physician upon returning to school after any absence. Failure to provide a medical excuse will result in an unexcused absence and the student will be required to stay after school for one hour on the day they return to school.

For the protection of students and staff, the following criteria will be used to determine when a student may be sent home from the Brazos County Academy due to illness:

- ✓ Fever- 100 degrees or higher
- ✓ Suspected contagious disease
- ✓ Vomiting
- ✓ Diarrhea

Students may be excused for temporary absence for the following reasons with documentation:

- Medical appointments, must include arrival and departure time
- Medical illness, excuse must include date of absence and list any medical restrictions
- Juvenile or other court proceedings
- Established religious holy days; or
- Any other reason determined acceptable by the Superintendent.

TRUANCY AND FAILURE TO ATTEND:

If a student has three or more unexcused absences for three or more days or parts of days within a four-week period but less than 10 or more days or parts of days within a six-month period, the district shall initiate truancy prevention measures. This is found in the Texas Education Code 25.0915 and began in August 2017.

If the student is on probation supervision with the Department, a Directive to Apprehend (DTA) for Violation of a Juvenile Court Order may be issued if a student accumulates excessive absences, including three or more unexcused absences.

According to Texas Education Code Section 25.092, "a student may not be given credit for a class unless the student is in attendance for at least 90% of the days the class is offered".

SCHOOL CLOSING:

The BCJJAEP will follow Brazos County business closings and delays in the case of hazardous or inclement weather conditions. If during school hours, it becomes necessary to close the BCJJAEP, the BCJJAEP staff will notify parents and or guardians. If after school hours, students and parents/guardians should check any one of the following media sources to determine if Brazos County businesses, to include the

BCJJAEP, will be closed or starting late: local radio or news outlets and broadcasts, and the BCJJAEP answering service. The decision to close the JJAEP for emergency reasons may also be made by the Chief Executive Officer and/or the Assistant Director of Juvenile Services.

PLEASE NOTE: BSD & CSISD CLOSINGS DO NOT AFFECT CLOSING OF THE BRAZOS COUNTY ACADEMY/JJAEP.

TRANSPORTATION:

Transportation to and from the JJAEP shall be the responsibility of the student's parents. Parents are responsible for the timely arrival and departure of their students on each school day.

STUDENTS ARE NOT ALLOWED TO DRIVE TO SCHOOL. STUDENTS SHALL NOT OPERATE A VEHICLE ON COUNTY PROPERTY.

A student may not give another student a ride to or from school unless approved by the Academy Superintendent or designee.

Parents are requested to keep car stereos at a low volume level while on County property.

For the purposes of safety, drivers must maintain a speed of no more than 10MPH while on County property.

Students must sign in each morning and be signed out in the evenings by a parent or guardian 21 years of age or older. A pick up authorization form must be on file for all students. Students will ONLY BE RELEASED TO PERSONS ON THE PICK UP AUTHORIZATION FORM.

Parents must provide advance notice to the Academy if another adult will be transporting their child; this adult must be at least 21 years of age and have a valid driver's license/ID.

SECURITY:

Students attending school at the JJAEP are subject to a search of their person or personal property before entering or re-entering any classroom or County building. Students may be required to submit to a search at other times if there is probable cause to believe the student is concealing contraband. Contraband is anything that is illegal, a weapon, or anything that can be made into a weapon or **ANYTHING** other than basic dress code items that were worn to school for compliance. Most contraband will be confiscated and returned to the child at their exit from the program. Any illegal contraband will result in law enforcement being contacted.

The JJAEP administrator or designee reserves the right to order facility/campus searches as needed with cooperation from local law enforcement, specifically the canine unit/drug detection dog.

VISITORS

All visitors must report to the Admin Office and use the sign in log prior to visiting any classroom.

Visitors to the JJAEP are subject to a search of their person or personal property before entering the building.

Visitors who are on County property and who do not have proper authorization will be intercepted and trespassing charges may be filed.

TELEPHONE

Students are not permitted to use the school telephones. The caseworker may make a call for the student in an emergency situation.

MEALS:

School lunches will be provided by the BCJJAEP and provided to all students each day that school is in session. Students are not allowed to bring any outside food or drinks. Students may also be provided a morning breakfast. All students enrolled at the Brazos County Academy/JJAEP will be required to complete a school lunch application form. Each submitted application is subject to income verification.

STUDENT CONDUCT ON DEPARTMENT VEHICLES:

Department Vehicles are considered an extension of the classroom and students are expected to conduct themselves accordingly. Students being transported in county owned vehicles should comply with the Student Code of Conduct. Students are expected to sit in assigned seats, facing forward, while on county vehicles. All students on county vehicles will wear a seatbelt at all times.

DRILLS- FIRE AND EMERGENCY

Students, teachers and staff shall participate in drills of emergency procedures on a regular basis. Students shall follow the instruction of teachers and staff in a quiet and orderly manner.

PROHIBITED SANCTIONS:

It is the policy of the BCJJAEP that the following sanctions are prohibited regarding student discipline:

- Corporal Punishment, physical abuse, humiliating punishment or hazing
- Deprivation of food and water
- One student sanctioning another
- Expulsion from JJAEP

MEDICATION:

In an effort to protect our students, the Brazos County JJAEP has a medication policy that requires **both parent and physician authorization**. Medication will be administered to students during school hours ONLY when such medication is required by the student to remain in school and administration is required during school hours. All medication, both prescription and non-prescription, must be kept in the school office.

Brazos County Academy is not allowed to dispense medication without a written order from a physician.

Any medication to be administered by school personnel must be delivered by the parent or guardian to the JJAEP Superintendent or Supervisor. Students may not bring or carry medications to school. Medication in baggies, aluminum foil, envelopes, old pill bottles or other family member's bottles is not acceptable and will not be administered. All medication to be dispensed by JJAEP staff must be delivered in the original and properly labeled container with the student's name, physicians name, medication name, dosage, directions for dispensing the medication, date of expiration and prescribed by a physician licensed to practice in the United States. In addition to a home supply, parent/guardian should request a second labeled bottle from the pharmacy for school use. When possible, ALL medications should be administered at home, before or after school.

ACADEMICS:

The Brazos County JJAEP provides course instruction in the core subjects of Math, Science, Social Studies, Language Arts and GED preparation. Electives are offered on a limited basis. Course assignments are dependent on availability. Parents of students attending the JJAEP will receive notice of a child's academic progress at the end of every six weeks grading period.

All completed coursework will be accepted by the school district and any credit(s) earned by the student while enrolled in the BCJJAEP will be reflected on the student's official school transcript. All student work must be completed prior to returning to the home campus in order to receive credit/course completions.

All coursework materials (textbooks, pens/pencils, paper, etc.) will be provided by the BCJJAEP. Students will not be allowed to bring any personal supplies or materials to the program. Administration reserves the right to determine student course assignments.

Students must not write on, draw, doodle or damage books, desks, computers, folders or other school equipment. The supplies/materials are not to be removed from the classroom without the permission of the teacher. Supplies will be turned in daily.

All inappropriate writings or drawings will be reported to the JJAEP Administrative staff.

TUTORIAL SERVICES

Tutorial services are offered Monday – Thursday from 2:00pm – 2:45pm. When students fall behind in their coursework or do not complete school work during the school day, they may be required to stay after school for tutoring.

PRE- AND POST-ASSESSMENTS:

The IOWA Test, a pre and post test-assessment, will be administered to students entering and exiting the BCJJAEP in order to help determine the student's current level of functioning in reading and math. The IOWA pre-assessment will be administered no more than 15 days after the student is enrolled. The IOWA post-assessment will be administered to all students enrolled **75 days or more. The post-test must be administered no sooner than 60 days after enrollment.** Students can earn incentives for improving their scores on the IOWA post-test.

STATE MANDATED ASSESSMENTS:

Students attending the BCJJAEP during state mandated assessment testing dates will be administered the appropriate test(s) at the BCJJAEP. Appropriate testing levels and materials will be determined and tests will be administered by a properly trained BCJJAEP teacher or personnel. The student's scores will be reported to their home school campus district.

TRANSITION SERVICES:

In order for an exit to occur from the BCJJAEP: the student must have maintained positive behavior for 80 successful days and have demonstrated consistent academic progress. Students only become eligible for return to the regular school setting after the term of their expulsion has expired, the judge orders their return to the ISD, or if they have successfully completed the program which is normally 80 successful program days. Students may also be referred back to their home campus at the discretion of the JJAEP Administrator.

Upon completion of the Brazos County Juvenile Justice Alternative Education Program, transition services will be provided in the form of an exit meeting with the student, notification provided to the parent and personnel from the student's home school district to address the placement of the student back into the regular school system. **The exit transition plan will include all information regarding courses in progress or completed, current grades for ongoing courses, and number of attendance days and absent days.** Transition services are provided as a part of the entrance and exit process from JJAEP to the home school.

ADDITIONAL PROGRAMS:

Students attending the Brazos County JJAEP may be required to participate in the following programs:

- Individual, Group or Family Counseling
- Substance Abuse Prevention/Treatment Programs
- Socialization and Life Skills Programs such as Problem Solving, starting and having conversations, joining in, recognizing and expressing feelings, cooperative activities, using self-control, resolving conflict, dealing with teasing, dealing with being left out, dealing with anger and accepting "no"
- Anger Management
- Career Investigations
- Health Programs
- Art Programs

- Community Service Programs
- Any program that will benefit the youth enrolled at the JJAEP

Students are required to participate fully in all activities related to the program as directed by staff.

DRUG TESTING

Students shall submit to random drug testing (Urinalysis) at the request of the JJAEP Caseworker and or the court.

If any student appears to be under the influence of illicit drugs or alcohol (as evidenced by physical appearance, physical impairment, behavior, etc.) that student will not be allowed to sign-in and attend school that day unless they are medically cleared by a physician. If the student does not see a physician their absence will be considered un-excused.

DRESS CODE:

The Brazos County Academy JJAEP dress code is established to teach grooming and hygiene, instill discipline, prevent disruption, avoid safety hazards, and teach respect for authority. Students will be dressed and groomed in a manner that is clean and neat and that will not be a health and safety hazard to themselves or others.

The JJAEP prohibits any clothing or grooming that, in the staff's judgement, may reasonably be expected to cause disruption of normal classroom operation. Therefore, all students in attendance within Brazos County Academy JJAEP will be responsible to insure that they arrive to school daily in the school's uniform dress code. **All students are expected to maintain a high personal hygiene level at all times, i.e. clean clothes and clean body.**

Each morning a dress code check will be conducted when the student arrives. Students will also have a pat search and electronic wand search by same gender staff **EVERY** morning. **NO EXCEPTIONS!** Failure of the student to comply with the dress code, pat search and electronic wand will result in a discipline referral which will also result in loss of points and or after school pro-train. When possible, the student will also be required to correct the violation. Dress code expectations are in effect throughout the day including the afternoon wait for parent pick-up /release.

The mandatory dress code for students attending the Brazos County JJAEP is:

A white, gray, or black shirt for males

Females will wear black or gray t-shirts

Blue Jeans (LONG, no shorts, capris, skirts or dresses, JEANS MUST ALSO HAVE BELT LOOPS AND HAVE BACK POCKETS); no "stacked" jeans

White or Black Tennis Shoes / White or black laces (no steel toe shoes)

White or Black Socks (socks may have gray toe area or gray heel area only!)

Black or Brown Belt

ALL CLOTHING MUST BE OF APPROPRIATE SIZE. CLOTHING CAN NOT BE COLORED NOR HAVE ANY COLORED MARKINGS ON THEM. SHIRTS MAY NOT BE SLEEVELESS. JEANS MAY NOT HAVE ANY RIPS OR TEARS IN THEM (EVEN IF THEY HAVE PATCHES). JEANS MAY ALSO NOT HAVE ANY "BLING" OR PATTERNED POCKETS (SEQUINS, RHINESTONES, ETC.)

There is no cost to the family for the uniforms issued by the JJAEP, UNLESS YOUR CHILD DAMAGES, DESTROYS, OR FAILS TO RETURN THE PROPERTY TO THE PROGRAM UPON COMPLETION OF THE PROGRAM.

****Participation in PE is part of the student's final grade. Students who do not consistently participate in PE will have this factored into their grade**.**

Students are expected to wear the uniforms as listed above. Layering of clothing is not permitted. Wearing, at the same time, multiple t-shirts, multiple shorts or shorts under jeans is not permitted. One tank top (white, for females) and muscle shirt for males (white) are permitted to be worn under t-shirts. Appropriate undergarments must be worn at all times, but must not be visible. Belt and shoes must be worn at all times.

Masks: The Academy will defer to current local/public health ordinances and/or Governor's Order, as it pertains to wearing masks during a pandemic.

WHILE AT SCHOOL

- Hair must be clean, neat and well groomed.
- Hair on males must be short on top, cut off the collar and above the ears.
- Hair on students must be pulled back away from the face with a plain black or white elastic ponytail holder in a bun style for longer hair. A plain bendable hair clip may be used for shorter hair. **Students may wear braids that are NO LONGER THAN SHOULDER LENGTH, BRAIDS/HAIR MUST BE OF A NATURAL COLOR FOR THE STUDENT (BLACK, BROWN), BRAIDS/HAIR MUST BE PULLED UP IN A PONY TAIL AFTER CHECKS. NO EXCEPTIONS. NO OTHER COLORS (ex. red, blonde, maroon, gray, blue, purple, etc) If the braids cannot be easily pulled into a bun, they will need to be removed!!!**
- Designs or patterns cut into the hair are not permitted.
- Eyebrows may not be cut.
- Facial hair must be neatly groomed. Sideburns should be trimmed to middle of ear.
- Students may not wear make-up; colored contacts (even if prescribed)
- Nails must be trimmed short. No artificial nails or nail color;
- Shirts must be tucked in at all times;
- Pants shall be pulled up above the hips; clean and ironed; NO "SAGGING "
- No hats, no jewelry, no watches or sunglasses
- Tattoos and/or hickies are prohibited. Students should cover existing tattoos and/or hickies every school day. Parents will be responsible for providing the bandages for their child to cover them up each day. Exposed tattoos and/or hickies will result in a dress code violation, referral and after school.

ADMINISTRATION RESERVES THE RIGHT TO DETERMINE IF AN ARTICLE OF CLOTHING, HAIRSTYLE OR COLOR IS ACCEPTABLE AT THE BRAZOS COUNTY ACADEMY/JJAEP.

During cold or inclement weather, students will be advised to wear outerwear clothing (jacket, coat,) to school. No outerwear clothing will be worn inside the JJAEP. All outerwear clothing will be searched and must be removed upon entering the building. It will be kept in a designated area until dismissal at the end of the day.

CONTRABAND AND PROHIBITED ITEMS

Students are not allowed to bring personal item(s) of any kind to the BCJJAEP. Prohibited property that is taken up by the JJAEP staff will be returned on the last day of the student's placement. The parent may not call and have that property released to the child, nor can they come and sign to get it out. Certain items will be disposed of e.g. cigarette lighter, lip stick, candy, food etc.

Contraband or prohibited items include but is not limited to:

- Purses, wallets, backpacks, notes, papers, pictures, gift cards
- Money (cash or change) or credit cards
- Food, drinks, candy, or gum
- Cell phones, cameras, music players, Headphones or other electronic devices
- Lighters, matches, cigarettes, or tobacco products
- Prescription, over-the-counter, or illegal drugs; Drug paraphernalia
- Jewelry, watches, gold fillings/plates (i.e grills) in the mouth
- Weapons, or items that can be used as weapons

*****Students should not bring money to the JJAEP***.** Any money found on a student will be confiscated and given to personnel and the parents will be notified through the referral. **Money will be released the last day of the student's placement.**

*****No cell phones allowed at the JJAEP under any circumstances. If confiscated, JJAEP staff will not release until the last day of the placement.**

Illegal items will be turned over to law enforcement. **JJAEP staff will not be responsible for any lost or stolen items brought to the JJAEP.**

GRIEVANCE PROCEDURES:

The formal grievance system is designed to solve problems, not create them.

The grievance procedure will help facilitate student complaints of mistreatment or complaints of program issues. Students may not grieve a rule that is written in either the Student Code of Conduct or a classroom rule or procedure. These rules are in place for your safety and security and to ensure each and every student has the opportunity to obtain an education. A grievance may be filed if one believes he/she has been treated unfairly or inappropriately by a staff's decision, has been spoken to in a disrespectful manner, or has a complaint regarding programmatic issues. False statements, misuse and abuse of the grievance system will not be tolerated.

Loss of Daily Program Points is NOT Grievable.

1. Talk, if at all possible, to a program staff member to see if you can come to an agreement and settle the issue. If you are unable to resolve the problem with discussion;
2. Write on the provided Grievance Form all the circumstances related to the grievance or mistreatment including any witnesses and state clearly what happened. Submit the completed form to the JJAEP Supervisor. If you wish for the grievance to remain private, student may write 'CONFIDENTIAL' on the form. Grievance forms are available in each classroom and do not require assistance or permission from staff.
3. The JJAEP Supervisor will review the grievance with you and attempt to solve the problem within 24 hours when possible. The student will receive a written response within five school days.
4. If the JJAEP Supervisor is unable to resolve the issue with you an appeal may be submitted to the JJAEP Administrator or designee. The deadline for a student to submit an appeal, which must be no earlier than five school days after receiving the initial response; and the student will receive a response within 10 school days after submitting the appeal. The decision of the JJAEP Administrator or designee is final.
5. ALL grievances, resolved or unresolved, will be brought to the attention of the JJAEP Administrator. The Administrator or designee will ensure that the parent, guardian, or custodian will be provided a copy of the grievance and response upon request.
6. Retaliation by staff is prohibited.

A GRIEVANCE IS A LEGAL DOCUMENT AND IS KEPT IN THE STUDENT FILE.

AWOL: Leaving the Academy campus without permission. For any student who leaves the Academy campus without permission, the following steps will be followed:

1. The Superintendent or JPO II will be contacted.
2. An Incident Report should be completed immediately by staff on duty when the student absconded and should be as detailed as possible.
3. Notify the student's assigned probation officer. The student's probation officer shall submit a **Directive To Apprehend within 24 hours.**
4. Notify the child's parent/legal guardian and give specific instructions to contact the JPO if the child returns home.

5. If an absconded student telephones, we will assure him of the seriousness of the situation and try to convince student to turn himself into local authorities.

BEHAVIOR MANAGEMENT

GENERAL DESCRIPTION

The JJAEP's behavioral management system is designed to teach pro-social skills and appropriate classroom behaviors necessary for success in school and in the community. The behavioral system is composed of a "SUCCESSFUL DAY" system used to provide positive re-enforcement and when necessary, penalties for violations. Students who violate the Student Code of Conduct are subject to being placed in the Brazos County Juvenile Detention Center and their probation orders or JJAEP orders modified or revoked.

The school's rules of conduct and discipline are established to achieve and maintain order in the school. Students who violate the rights of others or who violate school rules will be subject to disciplinary measures designed to correct the misconduct and to promote adherence by all students.

The JJAEP Administrator will be responsible for discipline at the JJAEP. Discipline duties will include the responsibility and authority to:

1. Assess and implement the campus discipline management program.
2. Respond to discipline problems referred to him/her by teachers or Academy staff.
3. Make a reasonable effort to inform parents of student conduct by phone or in writing when necessary
4. Remove any student from the JJAEP for emergency reasons or as necessary.
5. Ensuring a safe and orderly climate for teaching and learning

BEHAVIOR SYSTEM

The behavior system is designed to encourage and teach responsible behavior. Students will earn daily program points, and learn from the clear and consistent consequences of their behavior and the behavior of others. The evaluation system is set up to help monitor student behavior in various areas throughout the day. Students are expected to receive a minimum rating of 3 (average) in each category. Students who receive at least a "3" rating in each category will receive a "successful" day rating towards their program completion. Students receiving a rating of "1" or "2" in **ANY** category will receive an unacceptable rating for the day. *(See the sample Daily Student Evaluation form in the Appendix.)*

Successful days earned is totally dependent on student behavior and the student adherence to the rules of the Academy program. ABSENT DAYS, INCLUDING DAYS IN JDC OR JAIL, WILL NOT BE COUNTED TOWARDS PROGRAM COMPLETION AS THE STUDENT IS NOT PRESENT.

A copy of the evaluation is sent home with the student at the end of each week, giving the parent a chance to review it. If a parent has questions, additional time may be scheduled as needed to discuss the progress of students.

Positive Behaviors will benefit the student by:

- Enabling the student to be eligible for release from the program in 80 days!
- Special Privileges could include benefits such as:
 - ✓ Early release days
 - ✓ participation in program field trips or recreational activities;
 - ✓ special lunches
 - ✓ movie time
 - ✓ designated free time/ computer time/ game time

A student is not considered on Program Status if they are detained in Juvenile Detention, in the Adult Jail, absent or on abscond status. No "successful days" may be earned during these times.

In order for a student to be **considered** for return to their home campus, the student must do the following:

- Complete the number of successful days assigned to the program.
- Comply with program rules and regulations.
- Complete all academic assignments.

Both academic effort and behavior are considered when determining evaluation ratings for the day. Attendance may be extended to allow exit criteria to be met.

The length of assignments to the Academy/JJAEP program are as follows:

Cause for Placement

School District Mandatory Expulsions

Length of Assignment

as determined by school district,
juvenile court order or
80 successful days

Juvenile Court Order Placements

80 Successful Days or as determined by
juvenile court order, JJAEP Program
Administrator or Juvenile Probation
Officer

****PLEASE NOTE: SOME STUDENTS MAY NOT EXIT THE PROGRAM AFTER ACHIEVING 80 SUCCESSFUL COMPLETION DAYS****

Students completing their program time in December will or could remain at the Brazos County Academy through all of finals week even if otherwise eligible to return to their home campus. Students who begin final exam week at Brazos County Academy may remain at Brazos County Academy for the remainder of the final exam week, even if otherwise eligible to return to the home campus.

PROGRAM BEHAVIOR EXPECTATIONS

Students are expected to read and abide by the rules and regulations outlined in this Student Code of Conduct/Handbook. Each student is expected to:

1. Demonstrate courtesy and respect for others.
2. Behave in a responsible manner, always exercising self-discipline.
3. Attend school every day, on time and properly attired per the established dress code.
4. Participate fully in all activities as directed by staff.
5. Obey all program and classroom rules.
6. Respect the rights, privileges and property of other students, teachers and JJAEP staff.
7. Cooperate with or assist the program staff in maintaining safety, order, and discipline by exhibiting positive behavior at all times. Cooperating with staff in investigation of disciplinary cases and volunteering information when the student has knowledge relating to a serious offense.
8. Adhere to requirements of the Student Code of Conduct and avoid violations of the Student Code of Conduct.
9. Maintain honesty and integrity in all issues regarding schoolwork and interaction with program staff.

MAJOR RULE VIOLATIONS (PROHIBITED CONDUCT)

1. Leaving school grounds or school-sponsored events without permission.
2. Scuffling or fighting including shadow boxing.
3. Stealing from students, staff, or the school.
4. Engaging in inappropriate physical or sexual contact. It is not appropriate to touch another student.
5. Engaging in conduct that constitutes sexual harassment or sexual abuse, whether the conduct is by word, gesture, or any other sexual conduct, including requests for sexual favors.
6. Inappropriate or indecent exposure of a student's private body parts.
7. Possessing any knife, razor, chain, prohibited Weapon or chemical agent as listed in Education Code Chapter 37.
8. Engaging in conduct punishable as a felony.

9. Committing an assault.
10. Making a terroristic threat.
11. Possession, using or under the influence of illegal drugs, alcohol, or illegal inhalants.
12. Possession with the intent to sell or distribute illegal drugs (including look-alike drugs, or any substance being distributed or sold as drugs), alcohol, or illegal inhalants.
13. Selling or distributing prescription drugs.
14. Truancy or refusal to attend JJAEP.
15. Involvement in communicating with other students in the program at any time on campus or off campus without staff permission. Communication is defined as verbal, exchange of addresses, exchange of phone numbers, e-mail addresses, notes, sending messages through an intermediary, or any form of communication, including text messaging and the internet, i.e., MySpace, Face Book, Instagram, and Twitter. This also includes communicating through gaming systems.

Major rule violations may result in receiving a behavior referral, the student may be referred to the juvenile probation officer, student and guardian may be required to meet with the JJAEP Superintendent, student may receive an unsuccessful day rating, may receive days added to program, student may be required to stay after school. Major rule violations may also result in a student being detained in the Juvenile Detention Center and/or charges being filed with law enforcement.

MINOR RULE VIOLATIONS

1. Cheating or copying the work of another.
2. Refusing to complete school work.
3. Throwing objects that can cause bodily injury or property damage.
4. Engaging in non-verbal communication. (via computer, notes, calculators, etc)
5. Directing profanity, vulgar language, or obscene gestures toward other students or program staff.
6. Gambling or any form of wagering.
7. Damaging or vandalizing property owned by others.
8. Littering, spitting, defacing, or damaging school property.
9. Disobeying rules about conduct on county transportation.
10. Hazing; an initiation process involving harassment.

11. Bullying: to treat abusively or to affect by means of force or coercion.
12. Failing to comply with directives given by program personnel.
13. Committing extortion, coercion, or blackmail (obtaining money or another object of value from an unwilling person).
14. Contacting, by any means, program personnel after school hours unless checking in or reporting violations.
15. Contacting, by any means, other students enrolled in the Brazos County JJAEP.
16. Forcing an individual to act through the use of force or threat of force.
17. Committing or assisting in a robbery or a theft that does not constitute a felony according to the Texas Penal Code.
18. Name calling, ethnic or racial slurs, or derogatory statements that program staff has reason to believe will disrupt the program, incite violence, intimidate or embarrass another individual.
19. Engaging in any misbehavior that gives program staff reasonable cause to believe that such conduct will disrupt the program or incite violence.
20. Possession or distribution of pornographic materials.
21. Engaging in behavior that would be considered sexual harassment
22. Possessing, smoking, or using tobacco products. This includes electronic or e-cigarettes.
23. Using program computers without the permission of the program staff.
24. Possessing lighters, matches or pyrotechnic devices, including but not limited to, such items as fireworks, smoke bombs, etc.
25. Violating dress and grooming standards as communicated in the program description or by sponsors of extracurricular activities.
26. Possession of drug paraphernalia while on County property or while attending a school-sponsored or school-related activity on or off school property.
27. Engaging in acts of criminal mischief.
28. Behaving in a manner that contains the elements of the offense of public lewdness.
29. Behaving in a manner that contains the elements of the offense of indecent exposure.

30. Involvement in gang activity, including participating as a member or pledge, or soliciting another person to become a pledge or member of a gang.
31. Serious misbehavior that disrupts the learning process of another student, or that threatens the safety and well-being of other students or staff.
32. Failure to participate in the program.
33. Persistent misbehavior where there are two or more disruptions of the program, including interference with learning and a safe environment.
34. Failure/refusal to wear masks (if required) during a pandemic.

These rule violations may result in receiving a behavior referral, the student may be referred to the juvenile probation officer, student and guardian may be required to meet with the JJAEP Superintendent, student may receive an unsuccessful day rating, may receive days added to program, student may be required to stay after school. The above violations may also result in removal from the program to the Juvenile Detention Center and charges being filed if applicable.

PERSISTENT MISCONDUCT

Persistent misconduct is defined as:

1. Repeated chronic defiance of authority and program rules
2. Repeated behavior that endangers the health and safety of school employees and /or students or
3. Repeated behaviors that violate the program or Classroom Rules.
4. Repeated behavior that disrupts the classroom environment or program activities

Each of these definitions of persistent misconduct assumes that the student has had the opportunity to modify their misconduct.

CONSEQUENCES

Major and Serious rule violations may result in a student being detained in the Juvenile Detention Center and/or charges being filed with law enforcement.

Program rules and the authority of Brazos County to administer discipline apply whenever the interest of Brazos County is involved on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

Brazos County Juvenile Services has disciplinary authority over a student:

- ✓ during the regular school day and at any school related activity, during or after school hours, regardless of location
- ✓ when retaliation against a school employee occurs or is threatened, regardless of time or location
- ✓ while under Order of Release or Terms and Conditions of Probation from the juvenile court and/or enrolled in the BCJJAEP

In general, discipline will be designated to correct misconduct and to encourage all students to adhere to their responsibilities as citizens of the school community.

Disciplinary action will draw on the professional judgment of program staff and on

a range of discipline management techniques.

Disciplinary action will be correlated to the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the program environment and statutory requirements. Because of these factors, discipline for a particular offense (unless otherwise specified by law) may bring into consideration varying techniques and responses.

A student who violates program or classroom rules may be disciplined by one or more of the discipline management techniques listed below. All students will be afforded due process. Due process means the students will be treated fairly and will be heard in a timely manner.

- Violations of the law will be reported to the appropriate law enforcement agency and charges will be filed.
- Verbal correction, counseling or reprimand.
When a rule violation occurs or a behavior violating the Code of Conduct occurs; the staff may immediately counsel with the student about the specific violation, why the conduct is a problem, what the possible consequences for continued violations are and a plan for correcting the behavior. When counseling is concluded, the student may be returned to the program/class. This sanction may not be available for persistent misbehavior and more serious consequences may be assessed.
- Cooling-off time, "time-out" or discussion away from the group – staff will take you aside to discuss the problem. Allows student a way to cool off away from peers and to talk about the problem with staff in private.
- Sending the student to the assigned area for exercises or in-school isolation.
- Seating changes within the classroom.
- Parent-teacher or parent/administration conferences.
- Removal of items that disrupt the education process (i.e. remove from computer)
- Loss of points.
- Assigned school duties other than class tasks. (such as cleaning details).
- Withdrawal of privileges, such as participation in extracurricular activities and/or loss of points.
- Behavioral contracts.
- Referral to Juvenile Probation Officer
- Removal from program to Juvenile Detention if a major rule violation occurs or for any **continuous misconduct** (including minor rule infractions) that interferes with the operation of the program.

Sanctions are not administered in a way that will degrade or humiliate the student. Whenever any sanction method is used, the JJAEP staff will model appropriate problem solving skills by counseling the student regarding his/her behavior.

Staff may use force to control you for any of these reasons:

- To protect child from imminent self-harm
- Child is at risk of causing harm or injury to others
- Child is at risk of causing serious property damage

Staff will use force as a last resort and only the amount of necessary force. Use of force just to punish you is not allowed.

CLASSROOM RULES AND PROCEDURES

All students are expected to follow all classroom rules to the fullest degree. Failure to do so will result in point loss, and or additional consequences up to removal from the program.

- All students are expected to be respectful of themselves, to the staff and peers at ALL TIMES.
- Students should encourage positive behavior among their peers. Students should act as role models by maintaining a positive attitude.
- All students are expected to be respectful to all staff. Students are required to address all staff as "Mr.", "Ms." or "Mrs.", whichever is appropriate.
- If a student is unsure of a staff's last name, he/she is to ask. When a student is requesting and receiving help from staff, the words "please" and "thank you" should be used. Students are also expected to say "Yes, Sir" or "Yes, Ma'am".
- Students are expected to remain seated, sitting up and facing forward with feet flat on the floor. Students cannot lay their heads down or sleep while at the Brazos County Academy.
- Students may not have their hands up to or near their faces. This will alleviate the staff from assuming that the student is sleep. Students will lose points on their grade sheet and will earn an unsuccessful day rating for sleeping. Staff will work with students to encourage them to stay awake and remain on task
- Students shall raise their hands to receive permission to speak, leave their seats, speak with staff or take a restroom/water break. Only one person may leave his/her seat at a time and only with the permission of JJAEP staff or the teacher. Students shall not communicate with classmates without permission. Any student who leaves their seat, talks, uses the bathroom or gets water without permission could earn an unsuccessful day.
- Students will work only on their class assignments as directed by the teacher and staff. Students shall follow all directions. All assignments will be completed neatly and in the appropriate format. If not done in the correct format, assignments may not be graded and reassigned to be completed correctly.

- Students will keep their work area neat and turn in all supplies at the end of class. Students may have one pencil and no more than two highlighters.
- Students may not draw or doodle on papers, folders, books or any JJAEP property (i.e.: drug related, gang related, suggests violence, racial bigotry or antigovernment activities).
- Writing or passing notes is not allowed at Brazos County Academy and will result in an unsuccessful day.
- Physical contact between students is prohibited.
- Students will not enter or exit any room or building without staff's permission before, during or after school.
- Students will always use appropriate language. Students will not use nicknames, street names, or gang names. Students may not make comments or gestures that are of a sexual nature. Any obscenities (written, verbal or non-verbal) can result in an unsuccessful day and/or immediate removal. Students who write, talk, or gesture in any manner about gang activity will receive an unacceptable day rating and possible other consequences such as a referral and after school sanctions.

Students will not talk about the time that they spent at the Juvenile Detention Center, their offense, drug use, or gang affiliation. Any comments involving probation violations will be reported to their probation officers.

- Using the computer during school hours is a PRIVILEGE. Students who abuse this privilege will not be allowed to use the computers. Students who "surf" inappropriate websites will receive an unacceptable day rating. Students also may be given afterschool time and risk losing credit for any completed work. The computers are intended for educational uses primarily. On occasion students may be awarded "free computer use time". Appropriateness of sites visited during free time will be determined by Academy staff. Student shall not download any games or programs. Students who download games or programs may be removed from the computer and may be assigned additional days of program time. Downloading inappropriate material may result in removal from the program.
- To insure the safety of everyone, students are responsible for informing staff about negative interactions between other juveniles in the program. Students should not become involved in the negative behaviors of other students in the program.
- Students are expected to work continuously with their daily assignments for the entirety of the school day (unacceptable to earn one grade and stop working).

*This does not cover every rule of the classroom**

ZERO TOLERANCE

ZERO TOLERANCE FOR SEXUAL ABUSE:

The Texas Legislature has adopted a **ZERO-TOLERANCE** policy regarding the sexual abuse, including consensual sexual contact, of a child in the custody of the Texas Juvenile Justice Department. Any such violation must be reported. You'll see these posters around the Academy /JJAEP reminding you of the hotline number to call in case you need to report sexual abuse. Additionally, the zero-tolerance policy also applies as part of TJJD's efforts to comply with the federal Prison Rape Elimination Act (PREA)

TJJD Abuse Hotline: (877) 786-7263

This number is answered 24/7 by a real person.

Staff must allow you to use a facility phone to call this number. This is a free call.

THE PRISON RAPE ELIMINATION ACT (PREA) & Other Rules

It is a federal law that helps officials detect, prevent, and reduce rape or sexual abuse against people who are in prisons or juvenile correctional facilities. TJJD Policy sets the rules for reporting and investigating allegations of sexual abuse. Other state laws make it a crime to sexually abuse children and people in custody.

ZERO TOLERANCE FOR SEXUAL ABUSE

Sexual contact at the Brazos County JJAEP between two people is prohibited – period. There is no such thing as a consensual sexual relationship at BCJJAEP – not between youth – not between staff and youth.

The BCJJAEP has zero tolerance for sexual assault or abuse of any student by another student or staff member. Any person who participates in this unlawful act will be referred to law enforcement for prosecution. If you hear a student or staff member talking about inappropriate subject matters of a sexual nature, report this to a program staff or supervisor immediately. As a student you have the right to confidentiality and will not face reprisals or retaliation for filing or reporting any allegation under the PREA law.

WHAT IS SEXUAL ABUSE?

Sexual abuse per TJJD is any sexual contact, indecent exposure, voyeurism, or sexual harassment. This can be from an adult or youth. It may be a sudden sexual attack, or you may be tricked or lured into becoming sexually active with someone over a period of time. If you aren't sure if something is sexual abuse, it's better to report it just in case. If your gut tells you something isn't right, it probably isn't.

SEXUAL CONTACT is touching your genitals or groin area, anus or buttocks, breasts, inner thighs or any other part of your body in a sexual manner either directly, through clothing, or with an object.

INDECENT EXPOSURE is someone showing you their genitals, buttocks, or breasts.

VOYEURISM is an invasion of your privacy by a staff member or another youth. An example would be someone peering at you in the shower or making you expose yourself when it is not related to official duties.

SEXUAL HARASSMENT is repeated, unwanted comments or behaviors of a sexual nature toward you. This includes threats, extortion, bribery, demeaning or derogatory remarks, or profane or obscene language or gestures.

If any of these things have happened to you, you can report it to the TJJD Abuse Hotline at 877-786-7263. You should also tell staff at your facility who you trust. Even if time has passed because you felt embarrassed or scared, you should still report it.

Reporting sexual abuse and assault

If you have information regarding a student who has been sexually assaulted while here at the Brazos County Academy /JJAEP or if you have been a victim of this criminal offense while here at the Brazos County Academy/JJAEP please notify the program staff, supervisor or superintendent immediately, if you do not feel comfortable doing so, please call: 1-877-786-7263.

Be safe- Reporting sexual assault or abuse is the fastest way TJJD can put a stop to it so that you are safe and can begin to heal. It is a traumatic experience, but one from which you can recover with the right counseling and help. TJJD will protect you and get you the help you need.

Treatment and counseling

If you become a victim of sexual abuse while in this facility you will receive ongoing medical and mental health care. This facility will also provide medical and mental health evaluations and treatment to all known victims of sexual abuse that occurred in this facility. You will also be granted follow-up services, treatment plans, and when necessary, a referral for continued care following your exit from the program.

Counseling and Mental Health Services

Brazos County Juvenile Services has counseling services available that can address some of your concerns. At any time, you feel stress or you feel the need to talk to someone about problems that you may be experiencing regarding mental/psychological or emotional problems, or stress related problems in general, please contact your staff or simply ask to speak to a counselor. A counselor from our psychology unit will speak to you in a private setting. Understand due to the safety and security of yourself and this facility, a counselor may need to refer your problems or concerns to a shift supervisor, your probation officer or even the superintendent for the purpose of determining if other services or assessments are needed.

Keep Healthy Boundaries

You can reduce your risk of being sexually abused or assaulted by keeping healthy boundaries. Some sexual predators are good at what is called "grooming." This is where they try to break down normal, healthy boundaries so they can take advantage of you.

- Don't ask for or accept favors or gifts that are against the rules.
- Do not have inappropriate conversations with other youth or staff.

- Avoid anyone who is overly complimentary of you, tries to get you alone, or wants to share inappropriate secrets.
- Report anyone who threatens you.
- Report anyone who has a pattern of touching you too much (like hugging, hand holding, or pretending to accidentally brush up against you).
- Report anyone who develops a pattern of looking at you in a way that causes you to feel uncomfortable.

TJJD Abuse Hotline: (877) 786-7263

This number is answered 24/7 by a real person.

Staff must allow you to use a facility phone to call this number. This is a free call.

HELPFUL INFORMATION

IMPORTANT NUMBERS

ACADEMY OFFICE
(979) 361-1862
(If no answer, leave a message)

GREG GALLS, ACADEMY SUPERVISOR
(979) 361-1863

TODD McKEY, ACADEMY SUPERINTENDENT
(979) 361-1813

ACADEMY FAX
(979) 822-6071

ATTENTION PARENTS & STUDENTS:

PLEASE TRY TO HAVE YOUR STUDENT AT SCHOOL ON TIME EACH DAY. WE HAVE EVEN ALLOWED A GRACE PERIOD, AND WE STILL HAVE STUDENTS ARRIVING TO SCHOOL LATE ON A CONSISTENT BASIS.

EFFECTIVE IMMEDIATELY: WE WILL NO LONGER MAKE CALLS TO ADVISE THAT YOUR CHILD HAS ARRIVED TO SCHOOL LATE AND HAS TO STAY AFTER SCHOOL AS THIS SHOULD BE EVIDENT WHEN THEY ARE DROPPED OFF EACH MORNING. YOU MAY CALL DURING THE DAY TO CHECK IF YOU ARE NOT SURE OR IF SOMEONE ELSE IS DROPPING THEM OFF AT SCHOOL.

NOTE:

- IF YOUR STUDENT IS LATE AND ARRIVES TO SCHOOL BEFORE 7:44AM, THEY WILL RECEIVE A REFERRAL AND HAVE 30 MINUTES AFTER SCHOOL. **PLEASE BE HERE AT 2:30PM PROMPTLY TO PICK THEM UP.**
- IF YOUR STUDENT IS LATE AND ARRIVES TO SCHOOL AFTER 7:45AM, THEY WILL RECEIVE A REFERRAL AND HAVE 1 HOUR AFTER SCHOOL. **PLEASE BE HERE AT 3:00PM PROMPTLY TO PICK THEM UP.**
- WE WILL GO BY THE CLOCK THAT WE USE EACH MORNING TO DOCUMENT STUDENT ARRIVAL TIMES.
- IF YOUR CHILD DOES NOT HAVE TO STAY AFTER SCHOOL, PLEASE PICK THEM UP ON TIME! IF THEY ARE HERE FOR TUTORING, PLEASE ARRIVE BY 2:45PM FOR PICK-UP.
- **ALL STUDENTS NEED TO BE PICKED UP AT 2PM ON FRIDAYS, NO AFTER SCHOOL.**

WE WILL CONTINUE TO NOTIFY PARENTS IF STUDENTS ARE REQUIRED TO STAY AFTER SCHOOL FOR OTHER DISCIPLINE ISSUES.

THANK YOU FOR YOUR ATTENTION TO THIS MATTER.

IF THERE ARE ANY QUESTIONS OR CONCERNS, PLEASE CONTACT MR. GALLS @ 361-1863, OR MR. McKEY @ 361-1813.



ACADEMY FIRE DRILL PROCEDURE

The JJAEP will conduct emergency drills on a regular basis in an effort to acclimate students to the building's evacuation routes and to ensure the safety and security of everyone in the building. The Superintendent or designee shall maintain documentation of all emergency drills conducted, and the documentation will include the date, time, and staff involved in the emergency drill. Emergency exit routes will be posted in all classrooms and common areas.

Classroom #712, #715, #716; Restroom #721, #722, #725, #726; Locker Room #723, #724; Counseling Room #709A and #711B; Breakroom #704; Office #705, #706, #707, and Reception Area

- Students and staff occupying these rooms will exit the building using the front entrance of the building (where they enter the building each morning). Students and staff will exit both sets of double doors and proceed to the circle drive parking lot. Students and staff will continue walking up the drive until it connects to the main drive into the Brazos County Juvenile Services facility. This will be the designated fire drill site where everyone meets. All students should be in a single file line with hands behind their backs. Academy staff will take attendance outside (to be sure that all students exited the building safely). Students will not return to the Academy building until given permission to do so by Academy staff.

Classroom #717, #718 and Multi-Purpose Room #719A

- Students and staff occupying classrooms #717 and #718 will enter the multi-purpose room (719A) quickly and quietly and exit the multi-purpose room through the emergency exit (719B) located on the right side of the multi-purpose room. Students and staff will proceed to the circle drive parking lot in front of the Academy building. Students and staff will continue walking up the drive until it connects to the main drive into the Brazos County Juvenile Services facility. This will be the designated fire drill site where everyone meets. All students should be in a single file line with their hands behind their backs.
- Students or staff already occupying the multi-purpose room (719A) will quickly and quietly exit the multi-purpose room through the emergency exit (719B). Students and staff will proceed to the circle drive parking lot in front of the Academy building. Students and staff will continue walking up the drive until it connects to the main drive into the Brazos County Juvenile Services facility. This is the designated fire drill site where everyone meets. All students should be in a single file line with their hands behind their backs. Academy staff will take attendance outside (to be sure that all students exited the building safely). Students will not return to the Academy building until given permission to do so by Academy staff. It is imperative that students follow any/all instructions given to them by Academy staff during emergency drills.
- It is imperative that students follow any/all instructions given to them by Academy staff during emergency drills.**

ACADEMY TORNADO DRILL PROCEDURE

- In the event of a tornado or serious weather event, all students and staff inside the Academy building will exit the room they are in (through the door from which they entered) and proceed to the Academy vestibule area that connects to the detention hallway.
- Students should remain calm and sit on their knees facing the wall. Students should place their hands behind their heads and bend their head towards their knees.
- Students should maintain this position until directed otherwise by Academy staff.
- Once the weather threat has passed, students will return to class quietly at the direction of Academy staff.
- In the event the vestibule area cannot accommodate all of the Academy students, the remaining students will sit on their knees facing the wall outside of the student and staff restrooms (room #721, #722, #724, and #725).

Students who do not follow directions or cause a disruption during emergency drills will receive a referral and consequences.

Brazos County Academy / JJAEP Daily Evaluation Sheet

Week of:

Name: _____ Supervising JPO: _____

Before School day starts (Minor referral/Does not cause an unsuccessful day rating) Yes/no	Monday	Tuesday	Wednesday	Thursday	Friday
1. Arrives on Time	yes / no	yes / no	yes / no	yes / no	yes / no
2. Arrives in dress code	yes / no	yes / no	yes / no	yes / no	yes / no
3. Contraband	yes / no	yes / no	yes / no	yes / no	yes / no
4. Was there a referral written for above violations?	yes / no	yes / no	yes / no	yes / no	yes / no

Rating Scale: any skill receiving a score of "1" or "2" will result in the student receiving an unsuccessful day rating				
5 Excellent	4 Above Average	3 Average	2 Minimal attempt	1 No attempt

During School Day (Unsuccessful Day is a rating less than 3) (1-5 Scale/See below)	Monday	Tuesday	Wednesday	Thursday	Friday
1. Maintains proper behavior from 7:00am to 7:30am					
2. Follows breakfast procedures/Appropriate behavior during meals					
3. Follows lunch procedures/Appropriate behavior during meals					
4. Maintains proper hallway behavior/moment indoors/outdoors					
5. Follows directions/has appropriate conversations					
6. Sits appropriately in assigned seat					
7. Stays on task					
8. Does not disrupt others					
9. Shows respect for staff					
10. Shows respect for peers					
11. Remains in dress code throughout day					
12. Properly maintains materials					
13. Completes assigned work (1st period)					
14. Completes assigned work (2nd period)					
15. Completes assigned work (3rd period)					
16. Completes assigned work (4th period)					
17. Actively participates in Enrichment/DEAR/PE/group/etc					
18. Reading classroom rules					
Was there a referral written? (Unsuccessful Day less than 3)	yes / no	yes / no	yes / no	yes / no	yes / no
Successful Day Earned:	yes / no	yes / no	yes / no	yes / no	yes / no
Total Points:					
Number of Tickets Earned:					
SIGNATURE					DATE
STUDENT					
STAFF (2)					
TEACHER (2)					
PARENT					

Brazos County Academy / JJAEP Daily Evaluation Sheet

Week of:

COMMENTS: Please make sure ALL comments are dated, timed and initialed by staff. Be specific in date, time, action taken etc.

[illegible]



TOOLS YOU CAN USE

We are sending an update to the information on forms you will receive while your student is enrolled at the Brazos County Academy. We have started to use a new version of Odysseyware so some of the information will be different. The newer version will allow us to run more reports that can help our students and has updated all the curriculums.

The following are explanations of paperwork that will be sent home with your student at some point during the semester . . . as well as miscellaneous information:

Course Assignments (pink): advises what courses your student has been assigned to. You have already been sent course assignments for the courses your student is currently in. Each time they begin a new course, you will receive a course assignment.

Progress Reports (pink): reports the progress student is making in the course for the six week grading period. Some of the progress reports are computer generated and some are hand written. Reports are distributed based on which curriculum the student is working on the subject in. Odysseyware reports will allow you to view more information by units of the course as well as grades the student is making in each lesson. It will also give you an overall subject grade. API progress reports will be handwritten by their teacher. It will tell them the grade they are earning, what module they are working in and what they need for completion. There may also be additional notes from the teacher such as your student is ahead of schedule or your student is behind due to amount of absences etc. Course Progress Reports will be sent home every six weeks.

Student Activity Breakdown: The student activity breakdown only applies to students who are doing their course work on Odysseyware Curriculum. EVERY student in Odysseyware will have a detailed progress report. The information is generated from the date the student begins a course or the six week period begins. The report will show the name of the lesson, date completed and the grade earned. On occasion, you may also receive reports on how long a student has worked in a particular subject as well as other reports. Please be aware that some students may be actually logged into the computer but not actually completing any work. **Also**

remember when students are not on the computer, they SHOULD BE completing work at their seats.



Students should use their planner to help them stay on track. The planner will help outline what a student should be working on in a subject on a particular date. Students who fall behind in their courses may be required to stay for after school tutoring until they catch up. *(New reports are being created as well)*

After-school Tutoring: Some students would greatly benefit from spending time after school utilizing the computers to advance their studies. It would give them one on one time with the teacher as well as extra uninterrupted time on the computer. They may stay after school on Monday thru Thursday from 2:00pm - 2:45pm. **Students will need to request tutoring 24 hours in advance to make sure the teacher and staff are available.**

Course Completions: Some students may complete several courses throughout one semester. **So YES, it can be done with HARD WORK!** If your student has a course completion sent home, they have completed all assignments in a course and earned a half-credit. In the case of junior high students, course completions signify completion of the subject for the semester. Your student will then be assigned another course to start working in.

If there are any questions, please feel free to contact the ACADEMY at (979) 361-1862.



ATTENTION

To **ensure** the **SAFETY** of **EVERY** student and staff, as well as any visitors, we ask that

**ALL persons entering or exiting the Academy please use
EXTREME CAUTION!!!**

This means:

Drive **SLOWLY** when entering into the property of the Juvenile Justice Center.

Drive **SLOWLY** when driving through the parking lot to the Academy facility. There may be people or animals walking through the parking lot.

Drive to your right, entering the Academy circle **SLOWLY**. Please follow the direction of the Academy staff and **WATCH FOR STUDENTS LOADING AND UNLOADING INTO VEHICLES!**

Exit the ACADEMY CIRCLE **SLOWLY**.

**Exit the JUVENILE JUSTICE CENTER PARKING LOT
SLOWLY**

It is our desire that NO STUDENT, STAFF, VISITOR, animals or objects are ever injured or destroyed due to someone using excessive speed. If you witness someone who is exhibiting unsafe speed or reckless driving while entering or exiting the premises of the Academy, please do not hesitate to report it to us OR the Brazos County Sheriff's Department. We want all of our students, staff and visitors to be safe.



If there are any questions, you may contact me at 361-1862.

Sept. 11, 2013

TO THE ADMINISTRATORS ADDRESSED:

SUBJECT: Procedures for the start of the day

Please allow this letter to serve as a reminder of statutory requirements for procedures at the beginning of every school day. Recent statutory changes apply these requirements to open-enrollment charter schools and require the display of the United States and Texas flags. Section 25.082 of the Texas Education Code stipulates: The board of trustees of each school district and open-enrollment charter school shall require students, once during each school day at each school in the district to recite:

- (1) The Pledge of Allegiance to the United States flag; and
- (2) The Pledge of Allegiance to the Texas state flag.

A school district or charter shall excuse a student from reciting a pledge of allegiance upon written request from the student's parent or guardian. The statute also requires that the United States and Texas flags be prominently displayed in each classroom to which a student is assigned at the time the pledge is recited.

Following the recitation of the pledges, the statute requires that all districts and charters provide the observance of one minute of silence at each school. During the one-minute period, each student may, as the student chooses, reflect, pray, meditate or engage in any other silent activity that is not likely to interfere with or distract another student.

Each teacher or other school employee in charge of students during that specific period shall ensure that each of those students remain silent and does not act in a manner that is likely to interfere with or distract another student.

If you have any questions about these procedures, please contact our Legal Division at (512) 463-9720.

Sincerely,

Michael Williams
Commissioner of Education

Page last modified on 9/11/2013 02:21:08 PM

Attendance

Parents are required by Texas Compulsory Attendance Law to ensure their child(ren) are in school the full day of instruction every day of the school year. Value the entire school day. Schedule appointments after school or on weekends. If you must keep an appointment during the school day, return the child to school unless the doctor recommends immediate home rest. Be sure to provide a doctor's note to the school when your child returns. Being on time and attending all day are important habits to develop. Arriving late or leaving early disrupts the class and reduces valuable learning time for everyone.

Absenteeism unavoidably affects the quality of a student's work, interferes with normal instructional procedures in the classroom, and places additional demands on the teacher to provide remedial assistance. It negatively impacts the child who is absent as well as other students in the class.

SUGGESTIONS TO PARENTS OF CHILDREN WITH ATTENDANCE PROBLEMS

Most school patterns develop during the primary grades--attendance, study habits, behavior, and attitudes; therefore, it is very important for parents to provide positive guidance in these four areas.

A child with good attendance is successful in many different ways. They feel better about themselves, make better grades, learn to interact with other children and adults, and become more independent and able to solve problems on their own. Success becomes a habit.

On the other hand, the child with poor attendance tends to experience problems in school. They may not like themselves and may not be able to get along with classmates. They will not be able to keep up with their schoolwork which will lead to poor grades and possible failure. They may have trouble following rules at school and at home. They may not develop a sense of responsibility for their own actions.

If your child complains of being ill, screen him/her for symptoms. Look for obvious signs of illness such as fever, vomiting, or diarrhea. Parents can treat minor complaints with over-the-counter medication. Students should be encouraged to attend school unless they show visible signs of illness. Healthy children should not stay home just because another family member is ill. Parents should be watchful for the development of a regular absence pattern. It is a good idea to mark a calendar on the days your child is absent.

When your child has minor symptoms or complains of being ill without apparent symptoms, make staying at home boring, not fun. Be tough and set rules such as no TV, no friends over after school, and no playing. Restrict the child to his bedroom with quiet activities such as reading or studying.

If you receive an Attendance Warning Notice, (by letter or phone call) please remember that only medical notes or the approval by an administrator will excuse an absence.

You may review your child's attendance record at any time or if you have any questions, please feel free to contact the Academy Superintendent at (979) 361-1862.

We thank you for making every effort to ensure your child gets the most from his/her education by being in school all day every day. The parent and the school share a common goal—for your child to be successful in school and in life.

Expectations for Remote/Distance Learning

Distance learning will not be offered at the Academy for the 2024-2025 school year, unless there are extenuating circumstances such as a school closure or quarantine requirement. Distance learning is challenging but can be effective if there is cooperation from the student and parent/guardian. Good communication is the key to success.

- Each student will be expected to maintain contact with the Academy teachers or Superintendent McKey on a weekly basis while participating in distance learning.
- Teachers will contact the students daily for guidance and to assist with assignments.
- Students will be expected to log in to Odysseyware (or other education software) daily to complete assignments. If the student does not have access to a computer, the Academy staff will assign a Chromebook to the student for distance learning. Students are responsible for the Chromebooks while they are in their possession (including lost or damaged units). Every effort will be made to ensure that all students have the resources they need to be successful.
- Packets will be distributed on a regular basis and should be returned to Academy staff on the date specified. Timelines will be clearly communicated to student and parent/guardian by Academy staff.
- Failure to complete the assigned work will result in no credit earned and the student will be coded as absent on the daily attendance. The student's parent/guardian and probation officer will also be notified.

(The page contains faint horizontal lines, suggesting it was part of a lined notebook or document.)

**Brazos County Academy Juvenile Justice Alternative Education Program
2025-2026**

June 26, 2025

To: ISD Superintendent
From: Todd McKey, JJAEP Superintendent

Re: **2024-2025 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 2024-2025 school year were in grades seven through twelve and ranged in age from 12-17.

2024 -2025 JJAEP Statistics

31	Total student enrollment
01	Mandatory student referrals
03	Discretionary JJAEP Placements
27	Court Order / Probation placements
11	Average Daily Population -Lowest ADP in August (4.4), highest ADP in April (16.5).
78	Average Length of Stay (days)
18	Number of students who successfully completed the program (8 students are still enrolled in program)
04	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
349	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, 2023-2024).
23	Males
08	Females
15	African American
07	Hispanic
09	Caucasian
00	Other
10	Qualified as needing Special Education Services

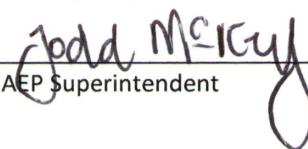
Safety & Security: Safety and security remained a top priority for the JJAEP again this year, and as a result, there were no serious incidents to report during the 2024-2025 school year. The current policies and procedures as related to safety and security have been reviewed and will remain in effect for the 2025-2026 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: 6/26/2025

ITEM: Discuss and take possible action on the Juvenile Justice Alternative Education Program's Memorandum of Understanding with Bryan Independent School District for the 2025-2026 School Year.

TO: Commissioners Court

DATE: 06/18/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00



BRAZOS COUNTY JUVENILE SERVICES DEPARTMENT

Linda Ricketson, Director
Melissa White, Assistant Director

June 26, 2025

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

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 the the Juvenile Board approve the MOU with Bryan Independent School District.

Linda Ricketson

6/26/25
Date

BOARD APPROVAL

The renewal is hereby approved on the 26th day of June, 2025, by the Brazos County Juvenile Board.

Dugne Peters Judge Kyle Hawthorne, Presiding
Chair, Brazos County Juvenile

**2025-2026 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.

VI. 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. Student Testing Tickets. BISD is responsible for securing and delivering all student testing tickets to the JJAEP Administrator or designee at least five (5) school days before the day of standardized test administration. BISD will also provide additional student testing tickets 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 testing tickets 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.

VII. 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.

VIII. 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 informing 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.

IX. 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.

X. 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.

XI. TERM

This Agreement supersedes all prior MOU agreements between these parties and shall be in effect as of August 1, 2025 continuing through, and including, July 31, 2026. 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 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.

XII. 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 26 day of June, 2025.

Brazos County Juvenile Board

By: _____

Name: Judge ~~Duane Peters~~ Kyle Hawthorne
Title: Chairman, Presiding

AGREED AND EXECUTED this the 16th day of June, 2025.

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:	6/26/2025
ITEM:	Discuss and take possible action on Contract with Liberty County for placement of their youth in Brazos County Juvenile Detention.
TO:	Commissioners Court
DATE:	06/18/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	\$0.00



BRAZOS COUNTY JUVENILE SERVICES DEPARTMENT

Linda Ricketson, Director
Melissa White, Assistant Director

DATE: June 26, 2025
TO: Brazos County Juvenile Board
FROM: Linda Ricketson, Executive Director
RE: Brazos County Juvenile Services

Background:

The Brazos County Juvenile Services Department has been asked to enter a contract to house youth from Liberty County in the Brazos County Detention Center. The department will only allow for the placement of youth from Liberty County as deemed appropriate by the department. The Department will also reserve the right to refuse any youth deemed a danger to self, others or otherwise, inappropriate for detention in the facility.

Youth will be provided basic detention services, and any additional services requested or required, such as medical treatment, mental health treatment, psychological exams, etc., would be provided at an additional cost to Liberty County.

Liberty County will pay Brazos County a sum of \$150.00 per day for the housing of each juvenile offender.

Recommendation:

I respectfully request the Brazos County Juvenile Board approve a contract between Brazos County Juvenile Services and Liberty County for the placement of juvenile offenders. The contract is identical in scope to previously approved contracts by the Brazos County Juvenile Board and Brazos County Commissioners Court for Houston County, Leon County, Walker County and Madison County.

Respectfully Submitted:

Linda Ricketson
Executive Director

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 **Liberty 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 **Liberty 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-four (24) hours of 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 with 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 **Liberty 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 monthly. 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 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 **Liberty 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 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 ~~936-336-4598~~ and Service Provider shall contact Juvenile Probation by telephone at ~~936-336-4550~~ 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 **936-336-4598**.

- 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 **Liberty County** having juvenile jurisdiction.

ARTICLE XXII
PRISON RAPE ELIMINATION ACT

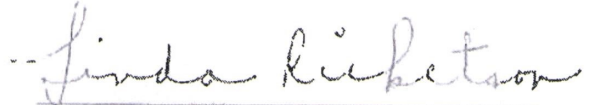
- 22.01 Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination 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)].

Liberty County Juvenile Probation


Chief Juvenile Probation Officer

Brazos County Juvenile Justice Center


Linda Ricketson, Executive Director

Liberty County


Authorized Official *1/2025*
Jay Knight County Judge
Juvenile Board Chair

Brazos County


~~Duane Peters, County Judge~~ Kyle Hawthorne
Juvenile Board Chair, Presiding

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:	6/26/2025
ITEM:	Discuss and take possible action on Contract with Cherokee County for placement of their youth in Brazos County Juvenile Detention.
TO:	Commissioners Court
DATE:	06/18/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	\$0.00



BRAZOS COUNTY JUVENILE SERVICES DEPARTMENT

Linda Ricketson, Director
Melissa White, Assistant Director

DATE: June 26, 2025
TO: Brazos County Juvenile Board
FROM: Linda Ricketson, Executive Director
RE: Brazos County Juvenile Services

Background:

The Brazos County Juvenile Services Department has been asked to enter a contract to house youth from Cherokee County in the Brazos County Detention Center. The department will only allow for the placement of youth from Cherokee County as deemed appropriate by the department. The Department will also reserve the right to refuse any youth deemed a danger to self, others or otherwise, inappropriate for detention in the facility.

Youth will be provided basic detention services, and any additional services requested or required, such as medical treatment, mental health treatment, psychological exams, etc., would be provided at an additional cost to Cherokee County.

Cherokee County will pay Brazos County a sum of \$150.00 per day for the housing of each juvenile offender.

Recommendation:

I respectfully request the Brazos County Juvenile Board approve a contract between Brazos County Juvenile Services and Cherokee County for the placement of juvenile offenders. The contract is identical in scope to previously approved contracts by the Brazos County Juvenile Board and Brazos County Commissioners Court for Houston County, Leon County, Walker County and Madison County.

Respectfully Submitted:

Linda Ricketson
Executive Director

STATE OF TEXAS §
COUNTY OF BRAZOS §
 §

1

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 **Cherokee 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 **Cherokee 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-four (24) hours of 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 with 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 **Cherokee 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 monthly. 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 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 Cherokee 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 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 903-586-1824 and Service Provider shall contact Juvenile Probation by telephone at 903-586-7570 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 **903-586-1824**.

- 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.

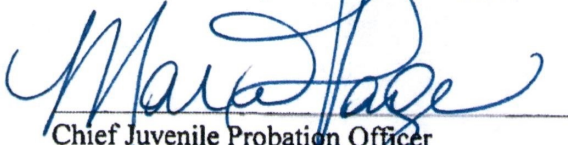
This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by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

ARTICLE XXII
PRISON RAPE ELIMINATION ACT

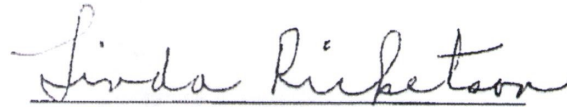
- 22.01 Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination 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)].


Cherokee County Juvenile Probation


Chief Juvenile Probation Officer

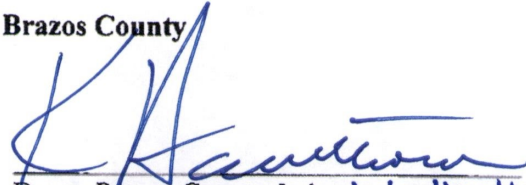
Brazos County Juvenile Justice Center

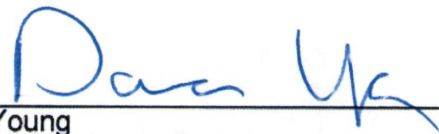

Linda Ricketson, Executive Director

Cherokee County


Authorized Official
Chris Davis, County Judge
Cherokee County Juvenile Board Chair

Brazos County


~~Duane Peters, County Judge~~ Kyle Hawthorne
Juvenile Board Chair, Presiding


Dana Young
Cherokee County Attorney
Approved as to Form

BRAZOS COUNTY COMMISSIONERS COURT

ON _____, 2025_____, 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: 6/26/2025

ITEM: Discuss and take possible action on Contract with Collin County to provide Residential Treatment Services for the youth in Brazos County.

TO: Commissioners Court

DATE: 06/18/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00



BRAZOS COUNTY JUVENILE SERVICES DEPARTMENT

Linda Ricketson, Executive Director
Melissa White, Assistant Director

Date: June 26, 2025

To: Brazos County Juvenile Board

From Linda Ricketson, Executive Director

RE: Male and Female Residential Treatment Contract — Collin County

Background of Placement:

The Post-Adjudication Program of the John R. Roach Juvenile Detention Center is located at 4690 Community Ave, McKinney, TX 75071. The facility is licensed and audited by the Texas Juvenile Justice Department (TJJD). Their Post-Adjudication Programs are licensed to serve male and female youth between the ages of 11-18 years of age. The John R. Roach Juvenile Detention Center is a secure facility that provides 24/7 supervision of the Juveniles in their care and maintains compliance with PREA standards. Each Juvenile is provided with their own room, clothes, and hygiene products. The facility believes in the importance of continuing family contact, and reunification planning. To aid in these efforts, weekly visitation, phone calls, family therapy, and furloughs are key components of the programs. The facility currently has two primary post-adjudication programs for their youth. The Summit Program is a behavior modification and therapy program that provides psycho-educational services such as life skills, healthy family functioning, adaptive coping strategies, HIV/AIDS awareness, and programs with an emphasis on chemical dependency and substance abuse issues. The CSI Program (Children with Sexual Issues) is a sex offender treatment program. Both programs are available for male and female youth and follow the principles of Trauma Informed Care. All program staff are required to have a bachelor's degree and are trained in MANDT, a trauma-based restraint technique that focuses more on de-escalation than physical intervention.

Medical:

Medical staff are present at the facility at all times. The medical unit is equipped to treat small injuries and provide medication. All serious injuries or ailments are treated at the local hospital. The facility maintains a contract with a licensed Psychiatrist who prescribes and monitors the effectiveness of medications.

Education:

Juveniles placed in either the Summit or CSI programs will receive the following: accredited on-campus education provided by McKinney ISD. The school curriculum follows the regular schedule of McKinney ISD, with credit recovery and GED courses available throughout the summer. Teachers actively lead instruction of their students and are available to assist their students on a 1:1 level. The school is equipped with smart boards, a full computer lab, and all materials necessary for the lesson plans. Support staff are available to provide another layer of assistance for students who need additional help, including children with special educational needs, or on the Autism Spectrum.

Clinical:



BRAZOS COUNTY JUVENILE SERVICES DEPARTMENT

Linda Ricketson, Executive Director
Melissa White, Assistant Director

All juveniles will be assigned a counselor who will develop an individualized treatment plan catered to the specific needs of each child. All members of the clinical team are LSOTP certified, or in the process of becoming certified. Juveniles participate in both group and individual sessions throughout each week.

Fiscal Impact:

The cost of placement is \$273.00 per day, which is commensurate with other secure programs across the state for youth in need of the Specialized Correctional level of care. All non-emergency medical treatment expenses, or medications must be pre-approved by the department before services are rendered. The facility covers all costs associated with polygraphs for youth in the Sex Offender Treatment Program.

Recommendation:

An on-site visit and tour of the facility was conducted on April 11th by Itzel Correa, Placement Unit Supervisor, and Evan Stroup, Aftercare Probation Officer. The facility was clean and orderly at the time of the visit and residents in the program were conducting themselves in an appropriate fashion. The facility has provided for review a description of their program information, a contract and agreement for placement and a certificate of insurance. It is the department's recommendation for Brazos County to pursue a contract with this facility because they provide specialized and secure services specific to both males and females for which we are currently in need of.

Respectfully Submitted:

Linda Ricketson
Executive Director

STATE OF TEXAS

COUNTY OF COLLIN

CONTRACT FOR RESIDENTIAL SERVICES
JUVENILE POST ADJUDICATION FACILITY
JOHN R. ROACH JUVENILE DETENTION CENTER
COLLIN COUNTY POST-ADJUDICATION SUMMIT PROGRAM

This agreement is made by and entered into and between the Collin County Juvenile Probation Department, acting through the Collin County Juvenile Board, by its duly authorized representative, and the Brazos County Juvenile Probation Department, acting through the Brazos County Juvenile Board by its duly authorized Chairman or its representative and thus being for the provision of post-adjudication residential treatment services as defined and described below and in any attachment hereto.

WITNESSETH

WHEREAS, the Collin County Juvenile Probation Department and the Collin County Juvenile Board operate the Collin County Post Adjudication Facility (hereinafter referred to as Facility); and

WHEREAS, Brazos County Juvenile Probation Department, in order to carry out and conduct its juvenile program in accordance with the Texas Family Code, Title 3, Juvenile Justice Code, has need of the use of the Facility located in Collin County, Texas and operated under the authority of the Collin County Juvenile Board to house and maintain children (hereinafter referred to as child or client or student) of juvenile age, for post-adjudication confinement; and

WHEREAS, the Collin County Juvenile Probation Department desires to make the Facility available to Brazos County Juvenile Probation Department for such use and purpose, and Brazos County Juvenile Probation Department desires to contract for the use of said Facility; and

WHEREAS, the parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Tex. Rev. Civ. Stat).

NOW, THEREFORE, in consideration of the mutual agreements, promises, and covenants herein contained, the parties agree as follows:

TERMS

The terms of this agreement shall be from the effective date of July 1, 2025 to June 30, 2026. It may hereafter be renewed annually at the discretion of the Collin County Juvenile Board and Brazos County Juvenile Board.

FACILITY GOALS

Attached is the Collin County Post-Adjudication (Summit) Program Handbook, Contact Information for Parents, Orientation Information, and Treatment Format.

FACILITY OBLIGATIONS

Facility shall provide the following to achieve the stated goals:

1. Clients will receive a highly structured level of supervision as reflected by at a minimum, documented 15-minute room checks and direct monitoring or supervision in all programming.
2. A written Individual Program Plan (IPP) shall be developed by the appropriate Facility staff in concert with the child, parent and/or probation officer.
3. Routine medical and dental services as determined in this written Agreement.
4. Structured and supervised physical training activities.
5. Access to free, appropriate public education and related services through the local public school district in Collin County and within guidelines state and federal law.
6. Therapeutic intervention within the milieu designed to improve the child's functioning.
7. Formalized behavior programs and therapeutic interventions implemented by professional and paraprofessional staff under the direct supervision of professional staff.
8. A staff-to-child ratio as governed by certification standards.
9. Conformance to all applicable standards set forth by the Texas Juvenile Justice Department (TJJD) for the operation of secure post-adjudicated facilities.
10. Procedures ensuring the child is not released to any person or agency other than Brazos County Juvenile Probation Department.
11. The facility will provide monthly written reports to Brazos County Juvenile Probation Department within ten (10) working days of each completed month.

EXAMINATION OF PROGRAM RECORDS

The Facility agrees that Brazos County Juvenile Probation Department may examine and evaluate its program of services provided under the terms of this contract

and review the Facility records relating to Brazos County Juvenile Probation Department clients. This examination, evaluation, and review may include unscheduled site visitation, observations of programs in operation, interviews, and the administration of questionnaires to the staff of the Facility and the child.

The Facility shall provide such descriptive information on children in the Facility requested on forms provided by Brazos County Juvenile Probation Department.

The Facility agrees to maintain and make available for inspection, audit documents and other evidence pertaining to the cost expenses of this contract, (hereinafter called the Records), by authorized representative of Brazos County Juvenile Probation Department and/or the State of Texas.

The Facility agrees to maintain these Records for seven (7) years after final payment or until State-approved audit has been made and all questions there from are resolved.

CERTIFICATION OF ELIGIBILITY TO RECEIVE STATE FUNDS

Pursuant to section 231.006 of the Family Code, Collin County certifies that it is not ineligible to receive state grants or loans and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The Facility shall adhere to all applicable state and federal laws and regulations to the Facility's provision of services.

The Facility shall account separately for the receipt and expenditure of any and all funds received under this contract.

PRIVATE SERVICE PROVIDERS

In any contract with a private service provider to provide services to the clients under this contract, Collin County will require, in accordance with Texas Human Resource Code, Sect. 141.005 (a) such contract to include, (1) clearly defined contract goals, outputs and measurable outcomes that relate directly to program objectives, (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

Collin County will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service Clients.

COMPENSATION

Collin County shall charge a FY25 contract rate of **\$273.00** per day that child is being provided inpatient services, as set out under funding criteria for Specialized Long-Term Residential Treatment. Any and all medication needs as determined by the appropriate medical and/or dental practitioner will be billed according to the established bill of sale by the applicable vendor.

The Collin County Department of Juvenile Services shall submit an invoice to Brazos County Juvenile Probation Department within (10) days after each billing period. Brazos County Juvenile Probation Department agrees to submit payment of Collin County Department of Juvenile Services within thirty (30) days after receipt of the invoice.

EMERGENCY MEDICAL OR DENTAL TREATMENT OF CHILD

Brazos County Juvenile Probation Department and Collin County agree that if emergency examination, hospitalization, and/or treatment outside the Facility is required for a child placed in the Facility by Brazos County Juvenile Probation Department, the administrator of the Facility is authorized to secure such emergency examination, hospitalization, and/or treatment at the expense of the parent, and or insurance company or Brazos County Juvenile Probation Department be billed for the same.

The Facility administrator or designee shall notify Brazos County Juvenile Probation Department immediately of such an emergency and no later than 24 (twenty-four) hours of its occurrence.

MEDICATION NEEDS OF CHILD

Brazos County Juvenile Probation Department and Collin County agree that if medical examination and/or medication management is required for a child placed in the Facility by Brazos County Juvenile Probation Department, the administrator of the Facility is authorized to secure such examination and medical treatment, including obtaining prescription medications ordered by applicable practitioners at the expense of Brazos County Juvenile Probation Department.

The Facility administrator or designee shall notify Brazos County Juvenile Probation Department no later than 48 (forty-eight) hours of its occurrence.

PRISON RAPE ELIMINATION ACT (PREA)

Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities), the Service Provider, if providing services in a secure correctional facility under this contract, shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape Under the

Prison Rape Elimination Act. At least once during the three-year period beginning on August 20, 2013 and at least once during each three-year period thereafter, Service Provider shall ensure that each facility under its operational control is audited for compliance with PREA and shall make said audit results available to CONTRACTOR upon request. The Collin County Juvenile Probation Department certifies the FACILITY is PREA compliant. **PREA Audit Report: June 20, 2022, available via departmental web-pages:**https://www.collincountytx.gov/juvenile_probation/Pages/PREA-Compliance.aspx

DEFAULT

Either party to this agreement may, by written notice of default to the defaulting party's Juvenile Board Chairman through certified mail return receipt requested, terminate in whole this Agreement prior to the end of the term if the defaulting party fails to perform any provisions called for by this Agreement.

The defaulting county shall have the right to cure such default within ten (10) days of notice of such failure or as extended by written authorization of the non-defaulting county.

TERMINATION

Notwithstanding any other provision in this contract, either Collin County or Brazos County Juvenile Probation Department may terminate the contract by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the contract thirty (30) calendar days after receipt of notice. At the end of the thirty (30) days period, this contract shall terminate and become null and void and be of no further force or effect.

After receipt of notice of termination, Brazos County Juvenile Probation Department shall remove child placed in the Facility on or before the termination date.

NOTICES

All notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To Collin County:

Collin County Juvenile Probation Dept.
Attn: Mike Combest, Interim Chief
4690 Community Ave., Suite 100
McKinney, Texas 75071
mcombest@co.collin.tx.us

To Brazos County: Brazos County Juvenile Probation Dept.
Attn: Linda Ricketson, Chief
1904 State Hwy 21 W
Bryan, Texas 7803
lricketson@brazoscountytexas.gov

The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provide.

OFFICIALS NOT TO BENEFIT

No official, member, or employee of Collin County or Brazos County Juvenile Probation Departments and no member of their governmental bodies, and no other public officials of the Collin County and Brazos County Juvenile Boards who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

VENUE

The law of the State of Texas shall govern this agreement and venue of any dispute or matter arising under this agreement shall lie in Collin County, Texas.

INTERPRETATION OF CONTACT

In the event any provision of this contract shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

The agreement this date executed is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing contract is a contract providing for the (1): care of juveniles who have been adjudicated in accordance with the provision of the Juvenile Justice Code, Title 3, and (2): payment for such care by Brazos County Juvenile Probation Department for such juveniles placed in the Facility by the Judge of Brazos County exercising juvenile jurisdiction.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in duplicate originals this _____ day of _____, 2025.

COLLIN COUNTY
JUVENILE PROBATION

Brazos COUNTY
JUVENILE PROBATION

Mike Combest, Interim Chief

Linda Ricketson, Chief

Date

Date

STATE OF TEXAS

COUNTY OF COLLIN

CONTRACT FOR RESIDENTIAL SERVICES
JUVENILE POST ADJUDICATION FACILITY
JOHN R. ROACH JUVENILE DETENTION CENTER
COLLIN COUNTY POST-ADJUDICATION SUMMIT PROGRAM

This agreement is made by and entered into and between the Collin County Juvenile Probation Department, acting through the Collin County Juvenile Board, by its duly authorized representative, and the Brazos County Juvenile Probation Department, acting through the Brazos County Juvenile Board by its duly authorized Chairman or its representative and thus being for the provision of post-adjudication residential treatment services as defined and described below and in any attachment hereto.

WITNESSETH

WHEREAS, the Collin County Juvenile Probation Department and the Collin County Juvenile Board operate the Collin County Post Adjudication Facility (hereinafter referred to as Facility); and

WHEREAS, Brazos County Juvenile Probation Department, in order to carry out and conduct its juvenile program in accordance with the Texas Family Code, Title 3, Juvenile Justice Code, has need of the use of the Facility located in Collin County, Texas and operated under the authority of the Collin County Juvenile Board to house and maintain children (hereinafter referred to as child or client or student) of juvenile age, for post-adjudication confinement; and

WHEREAS, the Collin County Juvenile Probation Department desires to make the Facility available to Brazos County Juvenile Probation Department for such use and purpose, and Brazos County Juvenile Probation Department desires to contract for the use of said Facility; and

WHEREAS, the parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Tex. Rev. Civ. Stat).

NOW, THEREFORE, in consideration of the mutual agreements, promises, and covenants herein contained, the parties agree as follows:

TERMS

The terms of this agreement shall be from the effective date of July 1, 2025 to June 30, 2026. It may hereafter be renewed annually at the discretion of the Collin County Juvenile Board and Brazos County Juvenile Board.

FACILITY GOALS

Attached is the Collin County Post-Adjudication (Summit) Program Handbook, Contact Information for Parents, Orientation Information, and Treatment Format.

FACILITY OBLIGATIONS

Facility shall provide the following to achieve the stated goals:

1. Clients will receive a highly structured level of supervision as reflected by at a minimum, documented 15-minute room checks and direct monitoring or supervision in all programming.
2. A written Individual Program Plan (IPP) shall be developed by the appropriate Facility staff in concert with the child, parent and/or probation officer.
3. Routine medical and dental services as determined in this written Agreement.
4. Structured and supervised physical training activities.
5. Access to free, appropriate public education and related services through the local public school district in Collin County and within guidelines state and federal law.
6. Therapeutic intervention within the milieu designed to improve the child's functioning.
7. Formalized behavior programs and therapeutic interventions implemented by professional and paraprofessional staff under the direct supervision of professional staff.
8. A staff-to-child ratio as governed by certification standards.
9. Conformance to all applicable standards set forth by the Texas Juvenile Justice Department (TJJD) for the operation of secure post-adjudicated facilities.
10. Procedures ensuring the child is not released to any person or agency other than Brazos County Juvenile Probation Department.
11. The facility will provide monthly written reports to Brazos County Juvenile Probation Department within ten (10) working days of each completed month.

EXAMINATION OF PROGRAM RECORDS

The Facility agrees that Brazos County Juvenile Probation Department may examine and evaluate its program of services provided under the terms of this contract

and review the Facility records relating to Brazos County Juvenile Probation Department clients. This examination, evaluation, and review may include unscheduled site visitation, observations of programs in operation, interviews, and the administration of questionnaires to the staff of the Facility and the child.

The Facility shall provide such descriptive information on children in the Facility requested on forms provided by Brazos County Juvenile Probation Department.

The Facility agrees to maintain and make available for inspection, audit documents and other evidence pertaining to the cost expenses of this contract, (hereinafter called the Records), by authorized representative of Brazos County Juvenile Probation Department and/or the State of Texas.

The Facility agrees to maintain these Records for seven (7) years after final payment or until State-approved audit has been made and all questions there from are resolved.

CERTIFICATION OF ELIGIBILITY TO RECEIVE STATE FUNDS

Pursuant to section 231.006 of the Family Code, Collin County certifies that it is not ineligible to receive state grants or loans and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The Facility shall adhere to all applicable state and federal laws and regulations to the Facility's provision of services.

The Facility shall account separately for the receipt and expenditure of any and all funds received under this contract.

PRIVATE SERVICE PROVIDERS

In any contract with a private service provider to provide services to the clients under this contract, Collin County will require, in accordance with Texas Human Resource Code, Sect. 141.005 (a) such contract to include, (1) clearly defined contract goals, outputs and measurable outcomes that relate directly to program objectives, (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

Collin County will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service Clients.

COMPENSATION

Collin County shall charge a FY25 contract rate of **\$273.00** per day that child is being provided inpatient services, as set out under funding criteria for Specialized Long-Term Residential Treatment. Any and all medication needs as determined by the appropriate medical and/or dental practitioner will be billed according to the established bill of sale by the applicable vendor.

The Collin County Department of Juvenile Services shall submit an invoice to Brazos County Juvenile Probation Department within (10) days after each billing period. Brazos County Juvenile Probation Department agrees to submit payment of Collin County Department of Juvenile Services within thirty (30) days after receipt of the invoice.

EMERGENCY MEDICAL OR DENTAL TREATMENT OF CHILD

Brazos County Juvenile Probation Department and Collin County agree that if emergency examination, hospitalization, and/or treatment outside the Facility is required for a child placed in the Facility by Brazos County Juvenile Probation Department, the administrator of the Facility is authorized to secure such emergency examination, hospitalization, and/or treatment at the expense of the parent, and or insurance company or Brazos County Juvenile Probation Department be billed for the same.

The Facility administrator or designee shall notify Brazos County Juvenile Probation Department immediately of such an emergency and no later than 24 (twenty-four) hours of its occurrence.

MEDICATION NEEDS OF CHILD

Brazos County Juvenile Probation Department and Collin County agree that if medical examination and/or medication management is required for a child placed in the Facility by Brazos County Juvenile Probation Department, the administrator of the Facility is authorized to secure such examination and medical treatment, including obtaining prescription medications ordered by applicable practitioners at the expense of Brazos County Juvenile Probation Department.

The Facility administrator or designee shall notify Brazos County Juvenile Probation Department no later than 48 (forty-eight) hours of its occurrence.

PRISON RAPE ELIMINATION ACT (PREA)

Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities), the Service Provider, if providing services in a secure correctional facility under this contract, shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape Under the

Prison Rape Elimination Act. At least once during the three-year period beginning on August 20, 2013 and at least once during each three-year period thereafter, Service Provider shall ensure that each facility under its operational control is audited for compliance with PREA and shall make said audit results available to CONTRACTOR upon request. The Collin County Juvenile Probation Department certifies the FACILITY is PREA compliant. **PREA Audit Report: June 20, 2022, available via departmental web-pages:**https://www.collincountytx.gov/juvenile_probation/Pages/PREA-Compliance.aspx

DEFAULT

Either party to this agreement may, by written notice of default to the defaulting party's Juvenile Board Chairman through certified mail return receipt requested, terminate in whole this Agreement prior to the end of the term if the defaulting party fails to perform any provisions called for by this Agreement.

The defaulting county shall have the right to cure such default within ten (10) days of notice of such failure or as extended by written authorization of the non-defaulting county.

TERMINATION

Notwithstanding any other provision in this contract, either Collin County or Brazos County Juvenile Probation Department may terminate the contract by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the contract thirty (30) calendar days after receipt of notice. At the end of the thirty (30) days period, this contract shall terminate and become null and void and be of no further force or effect.

After receipt of notice of termination, Brazos County Juvenile Probation Department shall remove child placed in the Facility on or before the termination date.

NOTICES

All notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To Collin County:

Collin County Juvenile Probation Dept.
Attn: Mike Combest, Interim Chief
4690 Community Ave., Suite 100
McKinney, Texas 75071
mcombest@co.collin.tx.us

To Brazos County: Brazos County Juvenile Probation Dept.
Attn: Linda Ricketson _____, Chief
1904 State Hwy 21 W
Bryan _____, Texas 7803
lricketson@brazoscountytexas.gov

The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provide.

OFFICIALS NOT TO BENEFIT

No official, member, or employee of Collin County or Brazos County Juvenile Probation Departments and no member of their governmental bodies, and no other public officials of the Collin County and Brazos County Juvenile Boards who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

VENUE

The law of the State of Texas shall govern this agreement and venue of any dispute or matter arising under this agreement shall lie in Collin County, Texas.

INTERPRETATION OF CONTACT

In the event any provision of this contract shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

The agreement this date executed is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing contract is a contract providing for the (1): care of juveniles who have been adjudicated in accordance with the provision of the Juvenile Justice Code, Title 3, and (2): payment for such care by Brazos County Juvenile Probation Department for such juveniles placed in the Facility by the Judge of Brazos County exercising juvenile jurisdiction.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in duplicate originals this _____ day of _____, 2025.

COLLIN COUNTY
JUVENILE PROBATION

Mike Combest, Interim Chief

Date

Brazos COUNTY
JUVENILE PROBATION

Linda Ricketson
Linda Ricketson, Chief

6/26/25
Date

Brazos County Commissioners Court

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

By: _____

Duane Peters, County Judge
Chairman, Juvenile Board
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:	6/26/2025
ITEM:	Discuss and take possible action on revised Local Wellness Policy.
TO:	Commissioners Court
DATE:	06/18/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	\$0.00



BRAZOS COUNTY JUVENILE SERVICES DEPARTMENT

Linda Ricketson, Director
Melissa White, Assistant Director

DATE: June 26, 2025
TO: Brazos County Juvenile Board
FROM: Linda Ricketson, Executive Director
RE: Brazos County Juvenile Services Local Wellness Policy

Background:

The Brazos County Juvenile Services Department has updated the Wellness Policy as required for the National School Lunch Program. The Wellness Policy outlines the procedures for ensuring nutritious meals are provided to the residents in detention as well as students attending the JJAEP Academy School. The department's Wellness Committee met and reviewed current practices on May 29, 2025. A Triennial Assessment was completed as required by the Administrative Review Manual for NSLP. Results determined that minor changes were needed to ensure all federal requirements are met. After a thorough review, the policy has been revised and includes all necessary components.

Recommendation:

I respectfully request the Brazos County Juvenile Board approve the revised policy to take effect this date.

Respectfully Submitted:

Linda Ricketson
Executive Director



Brazos County Juvenile Services Local Wellness Policy

Introduction

On June 30, 2004, Congress passed Section 204 of Public Law 108-265, of the Child Nutrition and WIC Reauthorization Act of 2004. This law requires each local education agency participating in a program authorized by the Richard B. Russell National School Lunch Act (42 U.S.C.1751 et seq.) or the Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.), to establish a local school wellness policy by July 1, 2006.

In response to this requirement, this juvenile department implemented a Local Wellness program that was developed by Brazos County Juvenile Services to enhance our resident/student health and education as it is applied to this policy. Such practices began before July 1, 2006, and are now being documented in the form of a written policy and procedure.

This policy is reviewed annually by the Executive Director, Assistant Director, Facility Administrator, Academy Superintendent, Quality Assurance Administrator and the Detention Nurse. Parents, residents/students, and the public were not included in the development of the Brazos County Juvenile Center's Wellness Policy because the center is a secure Pre-Adjudication Facility.

Revised: May 29, 2025
Approved: June 26, 2025
Effective: June 26, 2025

Local Wellness Policy

The Brazos County Juvenile Services Department is committed to creating a healthy environment that enhances the development of lifelong wellness practices to promote healthy eating and physical activities that support resident/student achievement.

Nutrition Education

Every year, all residents/students detained or enrolled in the Brazos County Juvenile Department, grades 4-12, shall receive nutrition education that is aligned with the Texas Department of Agriculture Nutrition education. This teaches the knowledge, skills, and values needed to adopt healthy eating behaviors and shall be integrated into the curriculum. Nutrition education information shall be offered while youth are detained in the detention facility and/or enrolled in the Academy School, including but not limited to school dining areas, common areas and classrooms. Staff members who provide nutritional and/or physical education shall have the appropriate training. Nutrition Education will be integrated into the broader curriculum where appropriate. All residents/students shall receive consistent nutrition messages throughout the facility and kitchen (Square Meals posters, etc.).

Nutrition Standards

The Brazos County Juvenile Services Department shall ensure that reimbursable school meals meet the program requirements and nutrition standards found in federal regulations for breakfast, lunch, dinner, and snacks. Meals served through the food services program shall comply with the National School Lunch and/or Breakfast standards for meal patterns, nutrient levels, and calorie requirements for residents/students in grades 4-12, as specified in 7 CFR 210.10, 220.8 as applicable.¹ The department shall offer and encourage residents/students to make good nutritious food choices.

All menus and menu items shall be reviewed and approved by a licensed dietician on an annual basis.

The department shall monitor food service distributors to ensure that they provide predominantly healthy food and beverage choices that comply with this policy's purpose. Meals shall often include fresh foods from farms engaged in sustainable practices.

Physical Education and Physical Activity Opportunities

¹ Title 7—United States Department of Agriculture, Chapter ii - Food and Nutrition Service, Department of Agriculture, Part 210 - National School Lunch Program.

<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-210>

Nutrient dense foods are those that provide substantial amounts of vitamins and minerals and relatively fewer calories. Foods that are low in nutrient density are foods that supply calories but relatively small amounts of micronutrients (sometimes not at all).

<https://odphp.health.gov/our-work/nutrition-physical-activity/dietary-guidelines>

The Juvenile Services Department shall offer physical education opportunities that include the components of a quality physical education program. Physical education should equip residents with the knowledge, skills, and values necessary for lifelong physical activity. Physical education instruction shall be aligned with the Texas Juvenile Justice Department standards for physical activities as well as the Texas Education Agency standards for physical education. Physical education for grades 4-12 shall be taught by a certified / licensed teacher.

Each resident/student shall have the opportunity to participate regularly in supervised physical activities, either organized or unstructured, intended to maintain physical fitness and to understand the benefits of a physically active and healthy lifestyle. Those residents/students who pose a risk to the safety and security of the facility will be monitored and screened by the shift manager to determine whether they will have the opportunity to participate in any form of physical fitness, depending on current behavior.

The department shall offer daily opportunities for unstructured physical activity, commonly referred to as recreation, for all residents/students. Recreation should be in addition to physical education class time and not be a substitute for physical education. The department shall provide proper equipment and a safe area designated for a supervised recreational setting. The department staff should not withhold participation in recreation from residents/students nor cancel recreation/pt activities unless this jeopardizes the safety and security of the facility. The department shall provide opportunities for some type of physical activity for those residents/students who may be in room confinement who do not pose a threat to the safety and security of the detention center or its residents and staff.

Implementation and Measurement

The Facility Administrator will monitor and ensure compliance with established nutrition and physical wellness policies. All employees of the Brazos County Juvenile Services Department are encouraged to be a positive role model for residents/students by following, at a minimum, these administrative rules. Residents/students can learn healthy lifestyle habits by observing the food and physical activity patterns of department personnel and other adults who serve as role models in their lives.

Department-Based Activities Designed to Promote Wellness

The department shall strive to create a healthy environment that promotes healthy eating and physical activity. To create this environment, the following activities shall be implemented:

Dining Environment

- The department shall provide:
 - a clean, safe, enjoyable meal environment for residents/students,
 - enough space and serving areas to ensure all residents/students have access to meals with minimum wait time,
 - drinking water accessibility, so that residents/students can get water at meals and throughout the day. Drinking water is available in each individual room as well as in the gym and outside recreation areas during

Revised: May 29, 2025
Approved: June 26, 2025
Effective: June 26, 2025

recreation for residents in detention. Water fountains are located near the restrooms for students in The Academy.

Time to Eat

- The department shall ensure:
 - program schedules for The Academy and Detention allow up to 30 minutes of seat time for residents/students to eat their meal,
 - that lunch time is scheduled as near to the middle of the school day as possible.

Consistent Department Activities and Environment

- The department shall:
 - have all classrooms structured to ensure that school activities and the environment support healthy behaviors,
 - provide opportunities for on-going professional training and development for foodservice staff and officers in the areas of nutrition and physical education,
 - encourage staff participation in programs offered by Brazos County such as the Wellness Rewards Program, Health and Safety Expo, and the Brazos County Benefits Fair,
 - encourage residents/students and staff to serve as role models in practicing healthy eating and being physically active in their personal lives.

Food or Physical Activity as a Reward or Punishment

- The department shall:
 - prohibit the use of food as a reward or punishment in schools,
 - not deny participation in recreation or other physical activities as a form of discipline,
 - not use physical activity as a punishment.

Promotion

Staff shall be reminded that healthy people come in all shapes and sizes. Residents/Students should receive consistent messages and support for:

- Self-respect
- Respect for others
- Healthy eating
- Physical activity

Records Retention

Brazos County Juvenile Services shall retain all required records associated with the wellness policy, in accordance with law and the department's records management program.

Policy Review

This policy is reviewed annually by the Executive Director, Assistant Director, Facility Administrator, Academy Superintendent, Quality Assurance Administrator, and the Detention Nurse to help ensure policy compliance, assess progress, and determine areas in need of

Revised: May 29, 2025
Approved: June 26, 2025
Effective: June 26, 2025

improvement. The committee shall assess the policy every 3 years using the Wellness School Assessment Tool. Parents, residents/students, and the public are not included in the development or review of the Brazos County Juvenile Center's Wellness Policy because the center is a secure Pre-Adjudication Facility.

These rules are subject to ongoing administrative review and modification as necessary to help ensure compliance with the purpose and intent of the Brazos County Juvenile Services Local Wellness Policy. Any citizen of Brazos County wishing to express a viewpoint, opinion, or complaint regarding this policy should contact:

Christopher Coffey, Facility Administrator
1904 SH 21 West
Bryan, Texas 77803
(979) 361-1829

Residents/Students, staff, and the community will be informed about the Local Wellness Policy through the Brazos County Website at <http://www.brazoscountytexas.gov/>. A report will be included on the website to include an assessment on compliance and progress made in achieving goals.

The Brazos County Juvenile Services Local Wellness Policy and the implementation of this plan have been approved by the authority of the Brazos County Juvenile Board on this _____ day of _____ 2025.

Duane Peters, County Judge
Juvenile Board Chair
Date

Linda Ricketson, Executive Director
Date

Chris Coffey, Facility Administrator
Date

Revised: May 29, 2025
Approved: June 26, 2025
Effective: June 26, 2025

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online, at <https://www.ascr.usda.gov/sites/default/files/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, or from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

fax:

(833) 256-1665 or (202) 690-7442;

email:

program.intake@usda.gov.

This institution is an equal opportunity provider.

Potato Chip Flavors:

- *Cheddar Sour Cream
- *Sour Cream & Onion
- *Honey BBQ twists
- *Funyuns
- *Cheetos (crunchy)
- *Cheetos (puffs)

Cookie Flavors:

- *Cookies & Cream
- *Reese Peanut Butter

Kool-Aid Pickle Flavors:

- *Cherry
- *Tropical Punch



Brazos County Juvenile Services Local Wellness Policy

Introduction

On June 30, 2004, Congress passed Section 204 of Public Law 108-265, of the Child Nutrition and WIC Reauthorization Act of 2004. This law requires each local education agency participating in a program authorized by the Richard B. Russell National School Lunch Act (42 U.S.C.1751 et seq.) or the Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.), to establish a local school wellness policy by July 1, 2006.

In response to this requirement, this juvenile department implemented a Local Wellness program that was developed by Brazos County Juvenile Services to enhance our resident/student health and education as it is applied to this policy. Such practices began before July 1, 2006, and are now being documented in the form of a written policy and procedure.

This policy is reviewed annually by the Executive Director, Assistant Director, Facility Administrator, Academy Superintendent, Quality Assurance Administrator and the Detention Nurse. Parents, residents/students, and the public were not included in the development of the Brazos County Juvenile Center's Wellness Policy because the center is a secure Pre-Adjudication Facility.

Revised: May 29, 2025
Approved: June 26, 2025
Effective: June 26, 2025

Local Wellness Policy

The Brazos County Juvenile Services Department is committed to creating a healthy environment that enhances the development of lifelong wellness practices to promote healthy eating and physical activities that support resident/student achievement.

Nutrition Education

Every year, all residents/students detained or enrolled in the Brazos County Juvenile Department, grades 4-12, shall receive nutrition education that is aligned with the Texas Department of Agriculture Nutrition education. This teaches the knowledge, skills, and values needed to adopt healthy eating behaviors and shall be integrated into the curriculum. Nutrition education information shall be offered while youth are detained in the detention facility and/or enrolled in the Academy School, including but not limited to school dining areas, common areas and classrooms. Staff members who provide nutritional and/or physical education shall have the appropriate training. Nutrition Education will be integrated into the broader curriculum where appropriate. All residents/students shall receive consistent nutrition messages throughout the facility and kitchen (Square Meals posters, etc.).

Nutrition Standards

The Brazos County Juvenile Services Department shall ensure that reimbursable school meals meet the program requirements and nutrition standards found in federal regulations for breakfast, lunch, dinner, and snacks. Meals served through the food services program shall comply with the National School Lunch and/or Breakfast standards for meal patterns, nutrient levels, and calorie requirements for residents/students in grades 4-12, as specified in 7 CFR 210.10, 220.8 as applicable.¹ The department shall offer and encourage residents/students to make good nutritious food choices.

All menus and menu items shall be reviewed and approved by a licensed dietician on an annual basis.

The department shall monitor food service distributors to ensure that they provide predominantly healthy food and beverage choices that comply with this policy's purpose. Meals shall often include fresh foods from farms engaged in sustainable practices.

Physical Education and Physical Activity Opportunities

¹ Title 7—United States Department of Agriculture, Chapter ii - Food and Nutrition Service, Department of Agriculture, Part 210 - National School Lunch Program.

<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-210>

Nutrient dense foods are those that provide substantial amounts of vitamins and minerals and relatively fewer calories. Foods that are low in nutrient density are foods that supply calories but relatively small amounts of micronutrients (sometimes not at all).

<https://odphp.health.gov/our-work/nutrition-physical-activity/dietary-guidelines>

The Juvenile Services Department shall offer physical education opportunities that include the components of a quality physical education program. Physical education should equip residents with the knowledge, skills, and values necessary for lifelong physical activity. Physical education instruction shall be aligned with the Texas Juvenile Justice Department standards for physical activities as well as the Texas Education Agency standards for physical education. Physical education for grades 4-12 shall be taught by a certified / licensed teacher.

Each resident/student shall have the opportunity to participate regularly in supervised physical activities, either organized or unstructured, intended to maintain physical fitness and to understand the benefits of a physically active and healthy lifestyle. Those residents/students who pose a risk to the safety and security of the facility will be monitored and screened by the shift manager to determine whether they will have the opportunity to participate in any form of physical fitness, depending on current behavior.

The department shall offer daily opportunities for unstructured physical activity, commonly referred to as recreation, for all residents/students. Recreation should be in addition to physical education class time and not be a substitute for physical education. The department shall provide proper equipment and a safe area designated for a supervised recreational setting. The department staff should not withhold participation in recreation from residents/students nor cancel recreation/pt activities unless this jeopardizes the safety and security of the facility. The department shall provide opportunities for some type of physical activity for those residents/students who may be in room confinement who do not pose a threat to the safety and security of the detention center or its residents and staff.

Implementation and Measurement

The Facility Administrator will monitor and ensure compliance with established nutrition and physical wellness policies. All employees of the Brazos County Juvenile Services Department are encouraged to be a positive role model for residents/students by following, at a minimum, these administrative rules. Residents/students can learn healthy lifestyle habits by observing the food and physical activity patterns of department personnel and other adults who serve as role models in their lives.

Department-Based Activities Designed to Promote Wellness

The department shall strive to create a healthy environment that promotes healthy eating and physical activity. To create this environment, the following activities shall be implemented:

Dining Environment

- The department shall provide:
 - a clean, safe, enjoyable meal environment for residents/students,
 - enough space and serving areas to ensure all residents/students have access to meals with minimum wait time,
 - drinking water accessibility, so that residents/students can get water at meals and throughout the day. Drinking water is available in each individual room as well as in the gym and outside recreation areas during

Revised: May 29, 2025
Approved: June 26, 2025
Effective: June 26, 2025

recreation for residents in detention. Water fountains are located near the restrooms for students in The Academy.

Time to Eat

- The department shall ensure:
 - program schedules for The Academy and Detention allow up to 30 minutes of seat time for residents/students to eat their meal,
 - that lunch time is scheduled as near to the middle of the school day as possible.

Consistent Department Activities and Environment

- The department shall:
 - have all classrooms structured to ensure that school activities and the environment support healthy behaviors,
 - provide opportunities for on-going professional training and development for foodservice staff and officers in the areas of nutrition and physical education,
 - encourage staff participation in programs offered by Brazos County such as the Wellness Rewards Program, Health and Safety Expo, and the Brazos County Benefits Fair,
 - encourage residents/students and staff to serve as role models in practicing healthy eating and being physically active in their personal lives.

Food or Physical Activity as a Reward or Punishment

- The department shall:
 - prohibit the use of food as a reward or punishment in schools,
 - not deny participation in recreation or other physical activities as a form of discipline,
 - not use physical activity as a punishment.

Promotion

Staff shall be reminded that healthy people come in all shapes and sizes. Residents/Students should receive consistent messages and support for:

- Self-respect
- Respect for others
- Healthy eating
- Physical activity

Records Retention

Brazos County Juvenile Services shall retain all required records associated with the wellness policy, in accordance with law and the department's records management program.

Policy Review

This policy is reviewed annually by the Executive Director, Assistant Director, Facility Administrator, Academy Superintendent, Quality Assurance Administrator, and the Detention Nurse to help ensure policy compliance, assess progress, and determine areas in need of

Revised: May 29, 2025
Approved: June 26, 2025
Effective: June 26, 2025


improvement. The committee shall assess the policy every 3 years using the Wellness School Assessment Tool. Parents, residents/students, and the public are not included in the development or review of the Brazos County Juvenile Center's Wellness Policy because the center is a secure Pre-Adjudication Facility.

These rules are subject to ongoing administrative review and modification as necessary to help ensure compliance with the purpose and intent of the Brazos County Juvenile Services Local Wellness Policy. Any citizen of Brazos County wishing to express a viewpoint, opinion, or complaint regarding this policy should contact:

Christopher Coffey, Facility Administrator
1904 SH 21 West
Bryan, Texas 77803
(979) 361-1829

Residents/Students, staff, and the community will be informed about the Local Wellness Policy through the Brazos County Website at <http://www.brazoscountytexas.gov/>. A report will be included on the website to include an assessment on compliance and progress made in achieving goals.

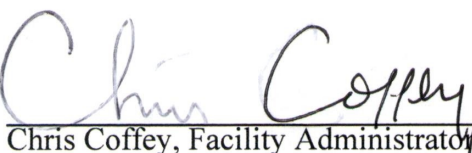
The Brazos County Juvenile Services Local Wellness Policy and the implementation of this plan have been approved by the authority of the Brazos County Juvenile Board on this 26th day of June 2025.



Duane Peters, County Judge Kyle Hawthorne Date 6/26/25
Juvenile Board Chair, Presiding



Linda Ricketson, Executive Director Date 6/26/25



Chris Coffey, Facility Administrator Date 6/26/25

Revised: May 29, 2025
Approved: June 26, 2025
Effective: June 26, 2025

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online, at <https://www.ascr.usda.gov/sites/default/files/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, or from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

fax:

(833) 256-1665 or (202) 690-7442;

email:

program.intake@usda.gov.

This institution is an equal opportunity provider.