



DALLAS COUNTY JUVENILE BOARD

Monday, May 19, 2014

5:00 PM

305th District Court Master / Referee Courtroom, Rm. A332, 3rd Floor
Henry Wade Juvenile Justice Center, 2600 Lone Star Dr., Dallas, TX 75212

FILED

2014 MAY 15 PM 4:45

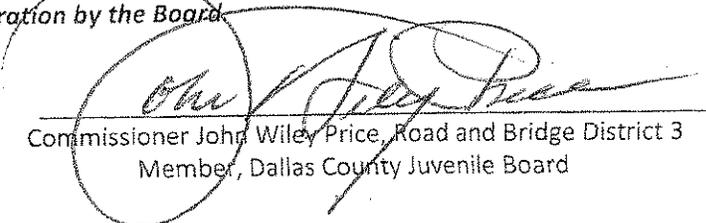
COUNTY CLERK
DALLAS COUNTY

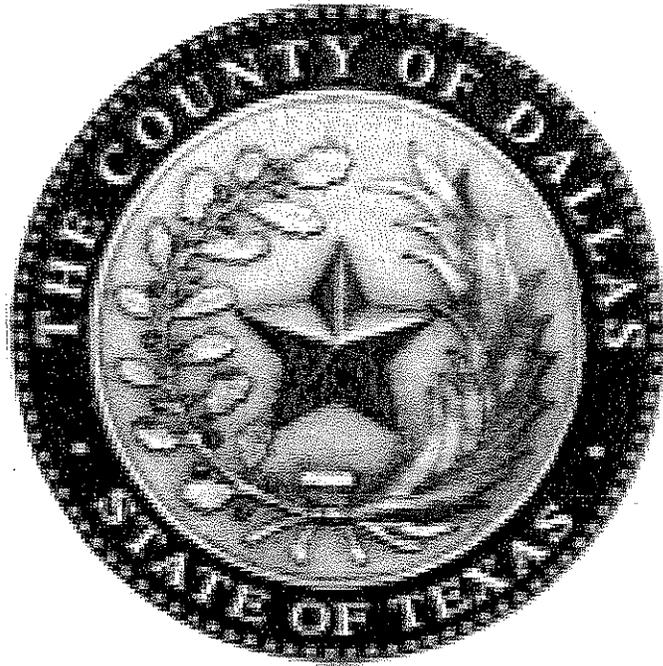
- I. Call to Order
- II. Approval of Minutes
 - A. March 24, 2014
 - B. April 28, 2014
- III. Public Comment (Limited to 3 minutes per individual or organization)*
- IV. Discussion Items - Juvenile Department
 - C. Directors Report
 - D. JJAEP Update
- V. Action Items - Juvenile Department
 - E. Attorney General Opinion (Request for an opinion regarding the Dallas County Juvenile Board's hiring authority)
 - F. Budget Retreat
 - G. Budget Amendment #2-JJAEP
 - H. Letot RTC Culinary Program
 - I. Letot Horticulture Program
 - J. Designation of Juvenile Processing Office –Highland Park
 - K. Designation of Juvenile Processing Office –Baylor
 - L. New Evaluative Tools for RFP for Non-Residential Services for FY2015
 - M. Any subsequent action deemed necessary as a result of VIII – Governmental liability concerning Community Service
- VI. Discussion Items – Academy for Academic Excellence (AAE)
 - N. AAE Update
- VII. Action Items – Academy for Academic Excellence
 - O. Budget Amendment # 7-AAE
 - P. DAS Contract Amendment
- VIII. Executive Session - Juvenile Department
 For Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071 Through Section 551.076 Subjects:
 - Contracts
 - Litigation
 - Texas Government Code, Section 551.071-Consultation with attorney to seek or receive legal advice regarding pending litigation, a settlement offer, or on a matter which the duty of the attorney to the Dallas County Juvenile Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act: Governmental liability concerning Community Service Restitution (CSR).
 - Personnel
 - Security

Notes:

* *Individuals Wishing to Speak During the Public Comment Period Must Register With the Director's Executive Administrative Coordinator, Ms. Heather Villarreal (214/698-2215) By 4:00 p.m. on the Business Day Prior to The Date of The Board Meeting.*

Agenda Items are assigned numerically and alphabetically for ease of reference only, and do not necessarily reflect the order of their consideration by the Board.


 Commissioner John Wiley Price, Road and Bridge District 3
 Member, Dallas County Juvenile Board



AGENDA ITEM

A.

MINUTES OF MEETING

DATE: March 24, 2014

DALLAS COUNTY
JUVENILE BOARD

TIME: 5:00 pm

PLACE: Henry Wade Juvenile Justice Center
2600 Lone Star Dr.
Dallas, Texas 75212

MEMBERS PRESENT: Judge Cheryl Lee Shannon, Chairman
Judge William Mazur-Vice Chairman
County Judge Clay Jenkins
Judge Craig Smith
Ms. Paula Miller
Judge Andrea Plumlee

MEMBERS ABSENT: Commissioner John Wiley Price
Judge Robert Burns
Judge Gracie Lewis

The Dallas County Juvenile Board met for its scheduled meeting on March 24, 2014, at the Henry Wade Juvenile Justice Center, 2600 Lone Star Dr., Dallas, Texas 75212. Judge Cheryl Lee Shannon, Juvenile Board Chairman, called the Meeting to order at 5:05 pm, noting that a quorum was present.

Judge Cheryl Lee Shannon presented the Minutes from the February 25, 2014, Juvenile Board Meeting for approval.

Judge Shannon stated that a correction needed to be made on page 5 of the Minutes. The sentences needed to read "Mrs. Caruthers stated that there is a protection for the county because youth are Court Ordered to complete Community Service Restitution Hours." Ms. Paula Miller asked that Judge Shannon repeat the sentence for the record.

- A motion was made by Judge Craig Smith and seconded by Ms. Miller to approve the minutes from the February 25, 2014 Board meeting with the amendments. The motion was unanimously approved.

Before moving on to the Directors Report Dr. Smith acknowledged Mr. Ervin Taylor, Mrs. Marilyn Boss, Ms. Barbara Bowser, Ms. Charlotte Edney, Mr. Chris Coffey, Ms. Nekandra Coulter, and Ms. Leah Probst for their hard work and contribution on the Texas Juvenile Justice Department Audit Scores. Dr. Smith also acknowledged Dr. Danny Pirtle and Ms. Allison Harris on their collaborations with the North Texas Food Bank.

Discussion Item A: Directors Report.

Dr. Smith recognized Flora Soto (Youth Village) and Carolyn Smith (Letot) for their 20 years of service and Charles Msewe for his 15 years of service to the Juvenile Department. The Dallas County Juvenile Department (DCJD) Black History Committee (BHC) hosted the 21st Annual Black History Celebration Program and Medlock Scholarship Presentation on February 28, 2014. Four youth were awarded the Lyle B. Medlock Scholarship which totaled \$12,000. Each year during Black History Month, the BHC highlights the rich history and contributions of African Americans. This year's theme was "A Healthier You-Mind, Body and Soul." Dr. Smith also acknowledged, Mr. Rudy Acosta Manager of Pre-Adjudication Services, in the Probation Services Division, as the new Deputy Director of Probation Services. She also stated that Mr. Acosta has done an excellent job

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

with Crossover Youth and CPS.

In the month of February, Commissioners Court recognized the Diversionary Male Court (DMC) for the exceptional work that they are doing and for reaching their one year anniversary. Out of 106 young men who have participated in the program only 2 have committed a new criminal offense since being referred. Also the Experiencing Success Through Encouragement, Empowering, and Mentoring (ESTEEM) Court was recognized for their two years of service.

Discussion Item B: JJAEP.

Dr. Smith thanked Dr. Pirtle and his staff for the continued hard work that they do. State of Texas Assessment of Academic Readiness (STAAR) testing starts next week.

Discussion Item C: Fair Defense Act Appointment of Defense Attorneys.

The Juvenile Department recommends that the Juvenile Board approve the list of additional attorneys for appointment in the 304th District Court to represent indigent youth. Senate Bill 7 passed during the 77th Legislative Session requires every Juvenile Board in Texas to adopt a plan for the appointment of counsel for respondents in juvenile court whose families are unable to afford counsel.

- A motion was made by County Judge Clay Jenkins and seconded by Ms. Paula Miller to approve the Fair Defense Act Appointment of Defense Attorneys. The motion was unanimously approved.

Action Item D: Designation of Associate/Judges/Referee Masters/Oath.

It is recommended that the Dallas County Juvenile Board approve the appointment of the recommended Associate Judges and Referees/Masters provided by the Juvenile Courts, and that these appointees are given the Oath of Office by the Chair of the Dallas County Juvenile Board. Judge Cheryl Lee Shannon will give the Oath of Office at another date and time.

- A motion was made by Ms. Miller and seconded by County Judge Jenkins to approve the Designation of Associate/Judges/Referee Masters/Oath. The motion was unanimously approved.

Action Item E: Ratification of the TechShare.Juvenile Resource Sharing Addendum.

It is recommended that the Dallas County Juvenile Board ratify the changes to the TechShare.Juvenile Resource Sharing Addendum between Texas Conference of Urban Counties, Interim TechShare Oversight Committee and the Texas Juvenile Justice Department which was approved on March 4, 2014 by Commissioners Court. Dr. Smith stated that there was a deadline to meet so this brief had to be submitted to Commissioners Court before Juvenile Board. Dr. Smith also read two corrections into record on page 1 of the Brief: Implementation of Version 19.2 needed to be changed to 1.9.2.

- A motion was made by Judge Craig Smith and seconded by County Judge Clay Jenkins to approve the Ratification of the TechShare.Juvenile Resource Sharing Addendum. The motion was unanimously approved.

Action Item F: Cardea Services.

It is recommended that the Dallas County Juvenile Board approve the services outlined in the Memorandum of Understanding (MOU) with Cardea Services. It is further recommended that the Dallas County Juvenile Board approve the compensation of \$15,000 from Cardea Services to the Dallas County Substance Abuse Unit (SAU) when year two services are completed by September 30, 2014. The SAU staff implement the evidence based program with fidelity. The program consists of six, one hour sessions over a 90 day period. Upon completion of

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

the program, Cardea Services will compensate the Dallas County Juvenile Department \$15,000 for implementing the program.

- A motion was made by Judge Andrea Plumlee and seconded by County Judge Clay Jenkins to approve the Cardea Services Agreement. The motion was unanimously approved.

Action Item G: Juvenile Department Reorganization.

It is recommended the Dallas County Juvenile Board grant approval for the Dallas County Juvenile Services Department to proceed with the proposed plan related to personnel changes and reorganization of the Department. If approved, it is further recommended that the Dallas County Juvenile Board authorize the submission of the above noted positions to the Dallas County Commissioners Court and Civil Service Commission for final approval and for evaluation of pay grade and classification. The deletion of two vacant positions and addition of one position will result in a minimum savings of \$3,512 based on maximum in-hire. Dr. Smith went on to make a correction to the brief on page 2, by stating that if the department doesn't use probation funds as outlined we can use Grant Aid Funds which allows the funding of an Attorney V position.

After some discussion, Mrs. Teresa Guerra Snelson was given the opportunity to speak for the District Attorney's Office. Judge Shannon stated that the Board was not speaking of any person, personnel, or specific issues at this time however; she could give her input. Mrs. Snelson is the Chief of the Civil Division, District Attorney's Office which is Counsel to the Juvenile Board. Mrs. Snelson stated that it appears that the Dallas County Juvenile Board may not be able to hire an attorney to work in-house (Juvenile Department). There was some continued discussion regarding the Texas Human Resource Code 152.063, 142.002, 152.0008 (attachments). Mrs. Snelson stated that it is not clear under the statutes that the Juvenile Department can hire an attorney full time however; according to Mrs. Snelson there is authority that would allow the department to hire someone on a part-time basis (special project). Judge Smith asked Mrs. Snelson if she had mentioned in her meeting with County Judge Jenkins and Dr. Smith the District Attorney's Office did not think that the Juvenile Board had the authority to hire in this capacity. There was some continued discussion on this matter between the Board and Mrs. Snelson with no resolution. Judge Cheryl Lee Shannon asked Mrs. Snelson, why is this matter an issue. Mrs. Snelson stated it is important to the District Attorney's Office all around. There was continued discussion on the matter of the Juvenile Department's proposed plan related to personnel changes and reorganization of the Department. Judge Andrea Plumlee suggested that the matter be tabled until the Office of the Attorney General (OAG) had been contacted. County Judge Jenkins stated that he could expedite the process with the assistants of the District Attorneys Office.

- A motion was made by Judge Andrea Plumlee and seconded by Ms. Paula Miller to table the Juvenile Department Reorganization. The motion was unanimously approved.

After this Action Item Judge William Mazur had to leave the Board meeting.

Action Item H: Approval to Pay a Single Fee of \$750.00 to UTSWMC Faculty to Conduct Training on the Diagnostic and Statistical Manual of Mental Disorders-Fifth Edition (DSM-V).

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to pay a single fee of \$750.00 for a workshop to be conducted by two (2) faculty members from the University of Texas Southwestern Medical Center, Department of Psychiatry in Dallas, Texas to educate Clinical and Juvenile Department staff on the study of Diagnostic and Statistical Mental Disorders-Fifth Edition (DSM-V). It is also recommended that the Dallas County Auditor be authorized to utilize Psychology Escrow Account No. 94022 to pay this fee.

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

- A motion was made by Judge Smith and seconded by Ms. Miller to approve the request to pay a single fee of \$750.00 to UTSWMC faculty to conduct training on the Diagnostic and Statistical Manual of Mental Disorders-Fifth Edition (DSM-V). The motion was unanimously approved.
- A motion was made by Judge Plumlee and seconded by Ms. Miller to recess as the Dallas County Juvenile Board. The motion was unanimously approved.
- A motion was made by Judge Andrea Plumlee and seconded by Judge Smith to convene as the Dallas County Academy for Academic Excellence (AAE) Charter School Board.

Discussion Item I: Academy for Academic Excellence Charter School Update.

Dr. Smith commended Dr. Pirtle and his team on an outstanding job that they are doing with the youth and the Education Department. Dr. Smith also commended the 5 Interns whom are doing an outstanding job and are being paid \$8.48 (Budget Amendment #5). Dr. Pirtle led a 1 hour training on "Professional Communication and Decorum" for all Academy for Academic Excellence faculty and staff.

Action Item J: Academy for Academic Excellence Budget Amendment #4 Addendum (Student Internship Pilot).

It is recommended that the Academy for Academic Excellence School Board approve the attached line item adjustments of \$3,000.00 from State Aid for additional student interns and approve addendum of \$8.48 per hour instead of \$10.00 per hour with a \$450.00 stipend upon successful completion of the Student Internship Program.

- A motion was made by Judge Plumlee and seconded by Ms. Miller to approve the Academy for Academic Excellence Budget Amendment #4 Addendum (Student Internship Pilot). The motion was unanimously approved.

Action Item K: Academy for Academic Excellence Budget Amendment #5.

It is recommended that the Academy for Academic Excellence School Board approve the attached line item adjustments and anticipated expenditures from Title I, Part D reallocation funds and the reallocation of funds in IDEA B. Summer school supplies will also be purchased for the program and the recommendation is school supplies \$7,606 and Dallas County Information Technology Contracted Services \$6,500. Recommendations to line item adjustments and purchases from IDEA - B are maximum entitlement and roll- forward include a decrease in Salaries \$ 16,000 and an increase in Contract Services \$16,000.

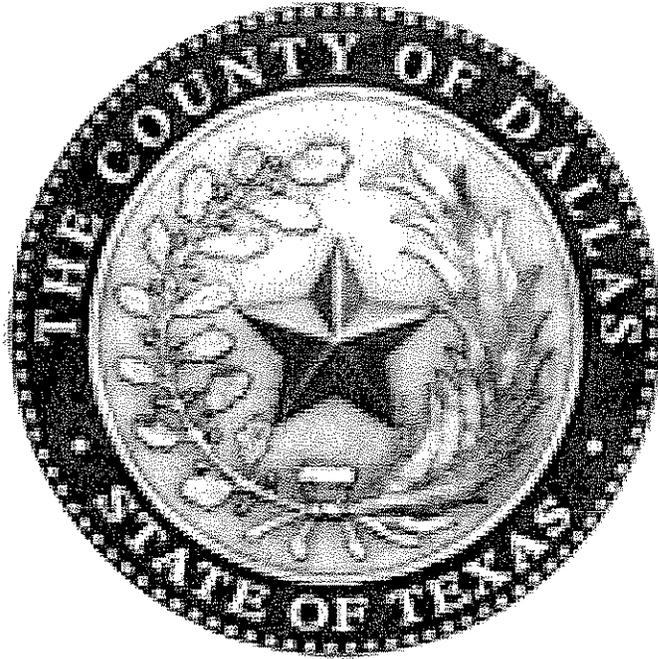
- A motion was made by Judge Plumlee and seconded by Ms. Miller to approve the Academy for Academic Excellence Budget Amendment #5. The motion was unanimously approved.
- A motion was made by Judge Plumlee and seconded Judge Smith to recess as the Dallas County Academy for Academic Excellence (AAE) Charter School Board. The motion was unanimously approved.
- A motion was made by Ms. Miller and seconded by Judge Andrea Plumlee to reconvene as the Dallas County Juvenile Board. The motion was unanimously approved.

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

Judge Shannon stated that the Juvenile Board would recess into Executive Session to discuss those items permitted by Chapter 551, Open Meetings of the Texas Government Code 551.071 through 551.076. All audience members left the meeting at 6:02 pm to allow for the Executive Session.

Judge Shannon stated that the Juvenile Board had no matters of action to approve in the Executive Session. Judge Shannon also stated that the Board did not discuss anything that it was prohibited from discussing. Then, there being no other business for the Juvenile Board to consider, the Meeting was adjourned at 6:23pm.

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*



AGENDA ITEM

B.

MINUTES OF MEETING

DATE: April 28, 2014

DALLAS COUNTY
JUVENILE BOARD

TIME: 5:00 p.m.

PLACE: Henry Wade Juvenile Justice Center
2600 Lone Star Dr.
Dallas, Texas 75212

MEMBERS PRESENT: Judge Cheryl Lee Shannon, Chairman
Judge William Mazur-Vice Chairman
Commissioner John Wiley Price
Judge Andrea Plumlee
Judge Gracie Lewis
Ms. Paula Miller

MEMBERS ABSENT: Judge Clay Jenkins
Judge Robert Burns
Judge Craig Smith

The Dallas County Juvenile Board met for its scheduled meeting on April 28, 2014, at the Henry Wade Juvenile Justice Center, 2600 Lone Star Dr. Dallas, Texas 75212. At precisely 5:00 p.m., Judge Cheryl Lee Shannon, Juvenile Board Chairman, requested that Dr. Terry Smith proceed with the Director's Report as a quorum was not present.

Discussion Item A: Director's Report.

Dr. Smith first mentioned that Ms. Denise Pena was hired for the Crossover Youth program and went on to say that the Juvenile Department is still seeking one more individual to work in this area. Dr. Smith explained that over Spring Break, Ms. Diane Boyd did an outstanding job by taking ten youth from the Special Needs Unit to the Perot Museum of Natural Science. Dr. Smith further explained that Mental Health Court has had fifty-seven graduates since its inception in 2011.

Furthermore, Dr. Smith acknowledged several other employees for their exceptional work: Roger Taylor, speaking to the Dallas Bar Association at the Belo Unit; Nicole Brown, serving as a Summit panelist at the Courageous Conversation Education Summit; Alicia Lawhorn, receiving of the Andre Turner Award; Janet Henson, preparing and sharing the proposed Letot Girls' Residential Treatment Center (RTC) therapeutic program presentation. Dr. Smith informed the Juvenile Board that Commissioner Price presented Institutions with a Resolution at last week's Commissioners Court meeting for the outstanding audit scores they received. Dr. Smith commended Ms. Wallace for coordinating with Shontina Vernon to implement a performing arts program for the Post girls. Dr. Smith explained that Ms. Vernon worked with the girls and recorded a CD.

During the month of March, numerous activities were coordinated by educational services and specialty programs to keep youth occupied during Spring Break. Dr. Smith concluded her report by reminding the Board members of the ongoing specialty court graduations.

At 5:04 p.m., Judge Shannon called the meeting to order noting that a quorum was present. Judge Shannon stated that the posted Juvenile Board Agenda did not provide for Public Comment nor Approval of Minutes. She then explained that because the public was aware of the Juvenile Board meeting, she would provide the

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

214-698-2200 Office

214-698-5508 Fax

opportunity for public comment to any person present who wished to speak. Judge Shannon then asked if anyone had a desire to speak, but no one came forward.

Commissioner John Wiley Price stated that because the posted agenda did not provide for public comment, the appropriate approach would be to suspend the agenda to allow public comment.

- A motion was made by Commissioner Price to suspend the agenda to allow public comment, and the motion was unanimously approved.

Judge Shannon announced that the Juvenile Board would entertain public comment from anyone who desired to speak, but no one came forward. Judge Shannon went on to explain that the Approval of the Minutes for March's Juvenile Board Meeting would be placed on the Agenda for the next Juvenile Board Meeting which will take place in May. She then asked Dr. Smith to continue with Discussion Item B: JJAEP Update.

Discussion Item B: JJAEP Update.

Dr. Smith informed the Board that Juvenile Justice Alternative Education Program (JJAEP) continues to prepare for State of Texas Assessments of Academic Readiness (STAAR) testing and announced that fourteen students made the honor roll and had perfect attendance. Dr. Smith acknowledged and thanked Dr. Danny Pirtle and Tracy Hall for their roles in the formation of the Youth First Basketball League. She mentioned that the games were very well attended and that families were very supportive and overjoyed to see their child involved in an organized team sport.

Action Item C: Juvenile Department Reorganization.

Judge Shannon explained that this item was tabled at the last Board Meeting due to the District Attorney's (D.A.) Office expressing concern over two issues: what does the phrase "Juvenile Probation Services" entail and is a legal advisor considered "administrative personnel." Judge Shannon informed the Board that she reviewed the legal documents provided by the D.A.'s office and came to the conclusion that the statute referenced was an inclusive statute rather than an exclusive statute. She further explained that in order to determine whether or not a legal advisor fell within the classification of "administrative personnel," she requested an opinion from the Texas Juvenile Justice Department (TJJD), as they provide legal support, technical support and oversight to the Dallas County Juvenile Department. Judge Shannon mentioned that while she is aware that an Attorney General (AG) opinion has been requested, she decided to request assistance from TJJD to expedite the process. She went on to say that after presenting the issue to TJJD, TJJD provided an opinion that supported the Juvenile Board and Department's authority to hire an in-house legal advisor. Judge Shannon explained that according to TJJD, 142.001 of the Texas Human Resource Code provides an inclusive and not exclusive list of "Juvenile Probation Services" and does include legal services. In addition, TJJD's opinion denotes "administrative personnel," as referenced in 142.002 of the Texas Human Resource Code, encompasses any (including legal) skilled professional provisions, which support the work of the Department, as "administrative personnel." In regards to Texas Human Resource Code 152.0631 and 152.0632, Judge Shannon noted that she did not believe there was any doubt as to whether or not the Dallas County Juvenile Board and as an extension, the delegation to the Executive Director of Juvenile Services, had the authority to hire employees for the Department; therefore, Judge Shannon felt that Juvenile Board now possessed a legal opinion and support that authorizes the Dallas County Juvenile Department to hire in-house legal counsel. Additionally, Judge Shannon noted that TJJD suggested precedence as other Juvenile Divisions have similar positions and in-house legal counsel. Judge Shannon explained that she provided TJJD's legal opinion, as well as the documents submitted to TJJD to initiate the request, to each of the Board members who were in attendance at today's meeting. Ms. Denika Caruthers of the District Attorney's (D.A.) Office-Civil Division stood to give the following point of information: the District Attorney's Office plans to move forward

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

with the Attorney General Opinion request. Judge Shannon did not object to the D.A.'s office doing so, and noted that any information that the D.A. may want to add at a later time can be added to the supporting legal documents the Board currently has in their possession. Commissioner Price explained that because a precedence had been established, he was inclined to move forward the Juvenile Department reorganization.

- A motion was made by Commissioner Price and seconded by Ms. Paula Miller to approve the Dallas County Juvenile Services Department's proposed plan related to personnel changes and reorganization of the Department. The motion was unanimously approved.

Commissioner Price requested that the record reflect that this item passed with a unanimous vote.

Action Item D: Juvenile Processing Office for Dallas County Hospital District.

Dr. Smith explained that the Hospital District was visited by the Office of Juvenile Justice and Delinquency Prevention (OJJDP) who noted that the Hospital District did not have a Processing Office should juveniles be detained within that District. As a result, the Hospital District requested approval for their Roll Call room to be designated as a Juvenile Processing Office. Commissioner Price voiced his concern about the training of personnel at approved Processing Offices. He went on to say that designating a space to process juveniles was one issue, but to be confident that the individuals who will process juveniles were adequately trained to do so, was a different matter altogether. Commissioner Price asked if the Juvenile Department considers that notion before making a recommendation to the Juvenile Board to designate a site as a Juvenile Processing Office and if so, what does the Department do to vet and ensure Juvenile Processing Office personnel are properly trained to handle juveniles. Mr. Rudy Acosta explained designated Juvenile Processing Offices, as well as the Dallas County Hospital District, were aware of the standards and procedures outlined by Texas Family Code, but was unable to confirm whether or not those individuals would adhere and perform at a level which met the Dallas County Juvenile Department's expectations. Commissioner Price made it very clear that it is incumbent upon the Juvenile Department to ensure these individuals are compliant. Dr. Smith stated that the Juvenile Department will identify staff to provide adequate training to individuals at Processing Offices and Judge Shannon suggested that perhaps the D.A.'s office could train on the Family Law aspect as it pertains to the processing of juveniles. Judge Lewis suggested a Departmental designee to provide all training and explain legal guidelines.

- A motion was made by Judge Gracie Lewis and seconded by Judge Andrea Plumlee to approve the designation of a new Juvenile Processing Office for the Dallas County Hospital District Police Department located at 5201 Harry Hines Blvd., Dallas, TX 75235, by approving the Roll Call room as a designated Processing Office with the caveat that the Juvenile Department provides a designee to supervise training of Juvenile Processing Office staff. The motion was unanimously approved.

Action Item E: FY 2014-15 School Year Calendar.

Dr. Smith explained that each year, the Juvenile Justice Alternative Education Program (JJAEP) is required to adopt an academic calendar which meets the requirements set by the Texas Education Agency (TEA). She went on to say that these requirements include: at least 180 days of instruction, grading periods with approximately an equal number of instructional days, identified staff training days, holidays and two inclement weather days, and requested the Board's approval of the FY 2014-2015 JJAEP school calendar.

- A motion was made by Commissioner Price and seconded by Judge Lewis to approve the 2014-2015 school calendar for the Juvenile Justice Alternative Program.

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

Action Item F: JDAI Rollover Spending Plan.

Dr. Smith stated that each year, the Annie E. Casey Foundation (AECF) provides approximately \$15,000 per year as a program stipend for the Juvenile Detention Alternative Initiative (JDAI). Dr. Smith explained that because the Juvenile Department had a surplus of funds from previous stipends, which equaled roughly \$28,000, the Annie E. Casey Foundation has agreed to grant the Juvenile Department an extension to expend monies below \$15,000, at which point, the AECF would release Project Year Nine funds. Dr. Smith stated that the no cost extension would give the Juvenile Department until November 30, 2014 to expend monies, and the purpose of this brief is to request the Juvenile Board's approval of the Department's JDAI rollover spending plan.

- A motion was made by Commissioner John Wiley Price and seconded by Ms. Miller to approve the JDAI spending plan through November 30, 2014. The motion was unanimously approved.
- A motion was made by Commissioner John Wiley Price and seconded by Ms. Miller to recess as the Dallas County Juvenile Board. The motion was unanimously approved.
- A motion was made by Commissioner John Wiley Price and seconded by Ms. Miller to convene as the Dallas County Academy for Academic Excellence (AAE) Charter School Board.

Discussion Item G: Charter School Update.

Dr. Smith informed the Board that interns from the University of Texas at Arlington (UTA) are performing hours at the Academy for Academic Excellence (AAE). Dr. Smith updated the Board about the Youth First basketball league. She then pointed out that the Food Pantry partnership with the North Texas Food Bank had helped 192 families. Dr. Smith thanked Judge Andrea Plumlee for her assistance in the initial stages of the Food Pantry. Commissioner Price explained that the elevated number of families needing assistance with food greatly concerned him. He asked Dr. Smith whether the Food Pantry would be able to accommodate additional families, should more families demonstrate a need. Dr. Pirtle stated that the Food Pantry was equipped to provide assistance to 200 families per month. Ms. Kinnard added that the Food Pantry could provide assistance for up to 400 families; however, storage limitations and shelf life of food prevented it from doing so. Ms. Miller asked which measures would be taken should the Department come in contact with a family needing assistance during a time when the Food Pantry did not have food. As there were no plans in place, a discussion ensued. Dr. Smith stated she would contact the North Texas Food Bank to establish a contingency plan.

Action Item H: Budget Amendment #6.

Dr. Smith requested the Board's approval to accept maximum entitlements to include IDEA-B funds allotted to the Academy for Academic Excellence (AAE) and line item adjustments to meet the needs of the campuses and the District. She explained the plan to allocate these additional funds to payroll and make line item adjustments to match AAE's Budget Summary with the Texas Education Agency (TEA). Additionally, Dr. Smith requested approval to allocate funds to pay for additional staff development services for teachers and campus administrators, and to make a line item adjustment to cover added KPMG expenditures in State Aid operating expenses.

- A motion was made by Commissioner John Wiley Price and seconded by Judge William Mazur to approve Budget Amendment 6. The motion was unanimously approved.

Action Item I: FY 2014-15 School Calendar Year.

Dr. Smith explained that each year, the Academy for Academic Excellence (AAE) is required to adopt an

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

academic calendar which meets the requirements set by the Texas Education Agency (TEA). She went on to say that these requirements include: at least 180 days of instruction, grading periods with approximately an equal number of instructional days, identified staff training days, holidays and two inclement weather days, and requested the Board's approval of the FY 2014-2015 AAE school calendar.

- A motion was made by Ms. Miller and seconded by Commissioner Price to approve the 2014-2015 school calendar for the Academy for Academic Excellence.

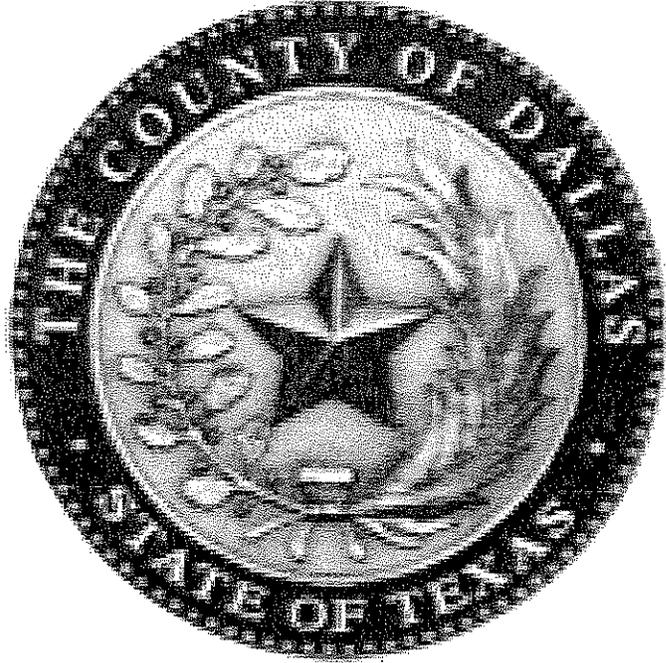
Judge Shannon stated that Action Item J was not an item for AAE Board consideration, but rather a matter for the Dallas County Juvenile Board. Ms. Caruthers suggested Action Item J to be pulled from the Agenda, and requested that the Board adjourn as the Academy for Academic Excellence School Board, reconvene as the Dallas County Juvenile Board and immediately enter Executive Session.

- A motion was made by Commissioner John Wiley Price and seconded by Ms. Miller to transfer Action Item J from the Academy for Academic Excellence (AAE) Charter School Agenda to the Dallas County Juvenile Board Agenda and suspend the AAE Agenda. The motion was unanimously approved.
- A motion was made by Commissioner John Wiley Price and seconded by Ms. Miller to adjourn as the Dallas County Academy for Academic Excellence (AAE) Charter School Board. The motion was unanimously approved.
- A motion was made by Commissioner John Wiley Price and seconded by Judge Lewis to reconvene as the Dallas County Juvenile Board. The motion was unanimously approved.

Judge Shannon stated that the Juvenile Board would recess into Executive Session to discuss those items permitted by Chapter 551, Open Meetings of the Texas Government Code 551.071 through 551.076. All audience members left the meeting at 5:37 p.m. to allow for the Executive Session.

At 6:05 p.m., Judge Shannon called the Juvenile Board out of Executive Session. Judge Shannon stated that the Juvenile Board did not take any votes during the Executive Session, nor did they discuss anything that is prohibited by law. Then, there being no other business for the Juvenile Board to consider, Judge Shannon entertained a Motion to Adjourn.

- At 6:06 p.m., a motion was made by Ms. Miller and seconded by Commissioner Price to adjourn the Dallas County Juvenile Board meeting. The motion was unanimously approved.



AGENDA ITEM

C.

DIRECTOR'S REPORT
May 2014

The Department recognized outstanding divisional and departmental employees for the month of March 2014, for the following staff: **Employee of the Month** – Frederick Jernigan, Dallas County Youth Village **Unit of the Month** - Institutions; **Service Pins: 20 years** – Tara English (Court Liaison); **15 years** – Alexandra Mitchell (Letot).

PROBATION SERVICES

The Black History Committee hosted a recap lecture and luncheon on May 9, 2014. Dr. Lawana Gladney, renowned speaker, author and emotional wellness doctor provided a lecture to the Juvenile Department staff pertaining to Emotional Wellness - "The Key to your Amazing Life". She was previously scheduled to speak but due to unforeseen circumstances, she had to cancel and participated in this event as a follow up. Dr. Gladney has authored 5 books and co-authored several others. Lecture and luncheon attendees received a signed copy of her newest book entitled "*If You Are in the Driver's Seat, Why are you Lost?*" – *A Roadmap to an Amazing Life*.

Pre-Adjudication Services:

Ms. Leslie Gipson has been selected to fill the Pre-Adjudication Manager position. Ms. Gipson brings a wealth of diverse experience, knowledge and leadership into the position. She has been an instrumental factor in the Court Liaison unit and will bring the same dedication and commitment in her new role. The Probation Services Division congratulates Ms. Gipson on her promotion and looks forward in working with her in this new role. The Department hosted a Crossover Youth Practice Model (CYPM) site visit on April 22, 2014, having representatives from local Child Welfare and Social Service agencies participate. In addition, representatives from Tarrant, Travis and Bexar Counties were present to speak of their own CYPM and the progress they have made. Technical assistance advisors from the Center for Juvenile Justice Reform (CJJR) at Georgetown University lead the site visit and provided oversight and direction to the future of our local CYPM. The site visit was a success and plans for a subsequent site visit in September have been made and will be finalized in the months to come. The CYPM implementation began May 1, 2014.

Post-Adjudication Field Services:

Mr. Roger Taylor, Post Adjudication Manager, gave a presentation to local attorneys and Judges at the Belo Mansion on April 23, 2014 about the Juvenile Justice System and service delivery. His presentation was very well received as the information was relevant and opened dialogue for questions from the participants. This truly demonstrates the collaboration this Department has with Community partners and service providers. It was a job well done and Mr. Taylor's efforts are greatly appreciated. The final stages of implementing the Department's Evening Reporting Center (ERC) are being worked on for program launch. Mr. Marko Burks has been selected as the ERC JDOIII and began his position on May 17, 2014. Mr. Burks comes to ERC from DCRDT and brings experience working with the targeted population youth for this program. The Department is excited for this new endeavor and anticipates success with all the program components, providing needed services to the youth we currently serve. Mr. Roger Taylor has taken the leadership to ensure this program is implemented as planned. Patricia Hames has been selected for the Assistant Supervisor position for the Special Needs Unit mental health "Transition Program". The program will work with the same special needs population that our current SNU unit handles. The additional two JPOs that will be assigned to work with the youth and families have also been selected. The Neighborhood Diversion Program (NDP) in Garland, TX had another successful year. Jana Barnett has been doing outstanding job at overseeing the program. The three volunteers that

FIELD SERVICES – CY 2014

	March	YTD
Probation Caseload	1469	1491*
New Probationers	144	600
Review Hearings	170	780
Delinquent Conduct	14	94
Technical Violations	32	153
Pre-Adjudicated	787	-
PAIS	182	-
Total Caseload	2438	-

* Average

facilitate the program were presented with a Certificate of Appreciate from the Juvenile Department. Since the program began in February 2010, 112 youth living in Garland have been referred to the program and only 5 youth over the past four years were referred back to the District Attorney's office for failure to comply.

Community Service Restitution (CSR) Update:

Throughout the month of April 2014, 317 youth completed a total of 1091 Court ordered CSR hours at various approved CSR sites within Dallas County. Additionally, Court-ordered youth on probation participated in six (6) Community Service Restitution events held at Bachman Lake, Mesquite Trash Bash, Feral Friends, Love For Kids-Anti-Bullying Fest, Hunger Busters and Garland Pawsibilities. This community service project yielded the completion of 367 CSR hours by 95 youth. The total number of CSR hours performed during this report period was 1458 by 412 youth.

PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION

Psychology staff referred 163 youth for psychiatric services. A total of 185 psychiatric consultations were performed with 135 of those being follow-up consultations. Of the 50 initial psychiatric consultations that were performed, 18 resulted in no medication being prescribed, 14 had already been prescribed psychotropic medications and continued those, 2 youth were already prescribed psychotropic medication and their medication was discontinued, and 16 were started on medication.

INSTITUTIONAL SERVICES DIVISION

DETENTION CENTER

Program News & Updates:

Overcoming Adversities through Understanding (OAU) began this month with the Boyz to Men certified youth. Each week, the facilitator introduces a series of movie video clips or reads a chapter from a book that presents life situations and how others may deal with them.

Teens @ Work workforce development workshops are underway with the 16-17 year old males in the START program.

Plans for summer workshops and programs are in the developmental stages and will be finalized by the third week of May. We are happy to announce that the Bee Project (Family Place), Dallas Challenge and the Urban League have already signed on for the summer!

	January	Feb	March	April	Total
Detention Center					
Admissions	277	263	265	292	1097
Releases	276	259	276	318	1129
ADP	171	174	173	159	166
ALOS (days)	19.8	17.6	21.6	18.0	19.6
Detention Hearings	635	612	644	571	2462
TYC/Placement Trips	10	6	10	18	44
Local trips	88	71	62	54	275
Youth transported	85	72	65	78	300
START Program					
Admissions	14	14	6	14	48
Releases	9	10	10	14	42
Successful	8	9	10	12	38
Unsuccessful	1	1	0	2	4
Administrative	0	0	0	0	0
ADP	30	35	28	33	32
ALOS	96.0	93.9	91.7	90.0	91.6

Volunteer Programs and Residents Activity:

Total Volunteer's/Hours for April 2014: Volunteers: **74**
Intern: 0 Hours: **332.25**

Dallas County HHS tested/counseled **32** residents; 0 positive for Syphilis and 0 positive for HIV

Volunteer Programs: Other Programs: Lend-an-Ear

Life/Social Skill Programs:

The Potter's House – Boy's to Men with Character; COPES – Drug Education; ALERT Ministries – Girls Circle; Family & Leadership Empowerment Network (FLEN) – Teens Maturing & Parenting (TMP) and Crumbs; New Friends New Life – Mending the Soul; MTO Leadership Development; Traffick911 – TRAPS (Traps of a Trafficker); ALERT Ministries – Life Changers; and CCTOF – MOF (Mentoring Our Future)

Spiritual Enrichment/Ministry Bible Study: Covenant Church, A-Team, Gospel Lighthouse, Children's Home Bible Club, Oak Cliff Bible Fellowship, New Birth Baptist Church, Praise Chapel, New Hope Prison Ministry, Living Hope Outreach, New Comfort COGIC and I Am Second

April Special Programs/Events:

Movie Night: Movies and refreshments made possible by Robert Cahill, One Way Films

- Courage
- Hardship

Friday Night Socials – made possible by Covenant Church Juvenile Ministry

Detention: Provided staff with a BBQ for staff appreciation on April 24, 2014.

MARZELLE HILL TRANSITION CENTER

Program News & Updates:

The Hill Center conducted eight groups for the month of April led by Case Manager Michelle Ponciano and JSO Calvin Withers. Topics included: Stress Management, Effective Communication, and How to Handle Emotions.

Program and Residents Activities:

Regular scheduled monthly programming.

Incidents:

There were 37 Incident Reports.

Medical Services:

There were no medical issues.

Resident Injury:

There were no reportable injuries.

Grievances from residents:

There were 8 grievances filed.

START PROGRAM					
Activity	Jan	Feb	March	April	Total
Individual Counseling Sessions	183	186	155	182	706
Family Counseling Sessions	0	0	0	0	0
Victim Impact Panel participation	14	8	7	12	41
Participation in Family Training Sessions	14	154	74	52	294
Family Training Sessions	1	7	6	8	22
Case Staffings	31	26	27	36	120
Aftercare Contacts	15	14	12	25	66
Probation Officer Participation in Case Staffings	87%	96%	93%	97%	

Marzelle Hill	Feb	Mar	YTD Total/Avg.
Admissions	41	57	186
ADP	46	42	43
ALOS	28.9	25.6	27
Releases	47	53	189
Total Youth	83	93	229

Volunteer Services:

There were 7 groups, including 18 individuals, who provided a total of 47 hours of service.

LETOT CENTER

Letot Capital Board Initiatives:

Letot Foundation continues to conduct tours and raise funds for enrichment activities for the new Residential Treatment Center.

Community Initiatives:

Non-Residential Services received 88 paper referrals to be addressed through the Letot Crisis Intervention Program, Deferred Prosecution, and ESTEEM Court.

The ESTEEM Court continues at Letot Center with Judge Shannon presiding. There are currently three youth and families attending ESTEEM Court in the month of April. Zero youth began services in the month of April. One youth successfully completed and six youth were referred during the month of April. Aim, Functional Family Therapy and Clinical have been providing services.

LETOT CENTER			
Residential	Mar	April	YTD
Admissions	35	31	123
Releases	35	33	118
ADP	25	24	25
ALOS	23.7	18.9	24.6
Total Youth Served	61	56	141
Intake/Orientation			YTD
Admissions	93	92	325
Releases	91	88	321
ADP	1	1	1
ALOS	0.5	0.4	0.4
Total Youth Served	93	91	324

Program and Residents:

The Intake Unit conducted 2 Intake Orientations (paper complaints), and 9 youth were processed.

Why Try Topics: (1) Reality Ride – a roadmap for residents to identify the challenges and goals in their lives; (2) Motivation – teaches residents a formula to turn their challenges into a source of power. (3) Tearing off My Labels – how to remove the negative perceptions and labels that we allow to be put on us; (4) Defense Mechanisms- looking at what our defense mechanism are and how to change them; (5) Climbing Out - helps residents identify a problem area and the what support they have to change the problem.

Medical Services:

There were 20 health screens, 4 call backs, and 25 doctor visits. Recommendations are made for medical and/or clinical follow-up.

Volunteer Services:

Faith Based Volunteers (worship and religious study) - 7 volunteers with 13 hours.

Life Skills volunteers (visiting/teaching) -13 volunteers with 27.5 hours.

Clinical Services:

In the Residential Unit, Clinical Services held four Process groups with the boys (13 residents) and 5 Process groups with the girls (28 residents), processing issues pertaining to why they are here and what steps they can take to keep from going further into the system. Residential rounds consisted of clinical team making one to two rounds daily to speak with the youth and JSO's. The daily rounds allow the Clinical team to staff the resident's cases, provide consultation, and conduct crisis screens as needed (43 rounds). Held therapy sessions with 49 clients: 48 individual and 22 family sessions. Residential clinical staffing: 40 clients.

In the Non-Residential Unit, Clinical Services provided the following services:

Therapy sessions among 46 clients: 40 family session and 22 individual sessions.

Non-Residential Staffing/Consultation determining timeframe and therapeutic needs: 40.

Conducted 0 HOPE After Care Groups with 0 families (ESTEEM).
 Conducted four Parent Support Groups with five families (ESTEEM).

YOUTH VILLAGE

On Campus:

Family Training; Family Place Non-Violence Program; PREP Program; El Centro College Computer Class and Can We Talk Program. Residents celebrated Easter Sunday by volunteering to attend church service and embracing their youthful side by participating in a Campus Easter Egg Hunt that was sponsored by the staff. Residents and staff worked together to begin the process of enhancing the campus. These efforts will continue throughout the summer. Residents are preparing for the Cinco de Mayo program that will be held on May 9th. In early June, we will sponsor a campus cook out for all residents and staff at Youth Village and Medlock.

	Mar	April	YTD
TOTALS			
Applied	17	13	72
Accepted	17	7	58
Admissions	9	15	43
ADP	57	57	57
Avg. Enrollment	57	57	57
Avg. LOS (months)	6.5	6.3	7
# served	83	97	97
Releases	6	9	27
Drops	2	3	7
Client Satisfaction	100%	100%	100%

Off Campus:

On April 6th, eight (8) residents attended the Café Momentum Dinner training at Victor Tangos Restaurant. One (1) resident attended the Podiatry Clinic at the Stewpot. One (1) resident attended the Ear Nose and Throat clinic at Parkland. Seven (7) residents were transported to their Review Hearings during the month of April.

Volunteer/Intern Hours:

This month we had a total eight (8) individual volunteers who were on campus for a total one hundred forty (140) hours. There were four (4) group volunteers who were on campus for a total of one hundred thirty eight (138) hours. The Chaplains provided sixteen (16) hours of service; 2 interns provided total of one hundred twenty two (122) hours. The total volunteer hours for the month of April were four hundred sixteen (416) hours.

Medical Services:

Eleven (11) residents were transported to JDC for routine dental appointments; one (1) resident was transported to Parkland Hospital for a pre scheduled appointment; two (2) residents were transported to an Ortho appointment at Parkland Hospital; and two (2) residents were transported to Radiology appointments. Thirty eight (38) residents were treated on the Med Van; one hundred twenty (120) residents were treated for sick calls; and fourteen (14) residents were seen by the Psychiatrist on campus.

Religious Programs:

Freedom Fighters Ministry, Full Gospel Holy Temple, Mt. Zion Baptist Church, Countryside Bible, One King Church of Worship, Victory Outreach, Dallas Church of Christ, Catholic Diocese of Dallas, Sowers Ministry Church, Church Without Limits Inc. Bible Study Bruce Boyea, and Bible Study Ernie Black.

Account of Reportable Injuries: There were no reportable injuries.

Escape/Furlough:

Resident Q. Willis failed to return from his approved home visit. Resident Willis was unsuccessfully discharged from the facility on April 5th. On April 26th Resident Jesus Maldonado failed to return from his approved home visit. Probation violations were filed on both residents and they were unsuccessfully discharged from the facility.

MEDLOCK

New Initiatives:

On Friday, April 11, 2014 Medlock was monitored by the Governor's Office to ensure that we were compliant with their standards, especially as it relates to Status Offenders. Dallas County Health and Human Services Department also conducted an unannounced Health inspection on April 11th. The facilities received an excellent review with no discrepancies to report. On Tuesday, April 15, 2014, several of the staff from the Institutions Division were present in Commissioner's Court where we were presented a proclamation by Commissioner John Wiley Price to express his appreciation and support for the outstanding 2014 TJJJ audit scores. On April 24th all staff was treated to a barbeque luncheon sponsored by Dr. Terry Smith. The food was delicious and plenteous. Residents are working with staff in preparation for the Cinco de Mayo program that is scheduled for Friday, May 9, 2014. The celebration emphasis will focus on, "The Story of Puebla, Mexico." During this exciting celebration the residents should showcase their talents through visual arts, roping, and bibliographies.

Activities:

During the month of April, residents participated in programs provided by Full Gospel Holy Temple; Lake Pointe Baptist Church; Potter's House; Pleasant Valley Baptist Church; Life Quest Essentials, Chaplain Roy Teague and Adopt-A-Dorm. Drug Prevention Resources continues to provide services to all of the residents. All supervisory staff received Active Shooter training facilitated by Sergeant George Artesi (Dallas County Sheriff's Department) who discussed lifesaving practices in the event that we are approached by an active shooter.

Medical Services/Transports:

Four (4) residents were transported to Parkland Memorial Hospital for routine medical care. Twenty (20) residents were transported to Jerome McNeil Detention for routine dental exams while one (1) was transported for a court hearing. Three (3) residents were transported to the Stewpot for scheduled podiatry appointments.

Volunteer /Intern Hours:

There were twenty one (21) group volunteers who were on campus for a total of thirty nine (39) hours. The total volunteer hours for the month of April were thirty nine (39) hours.

There were no serious incidents reported to TJJJ during the month of April.

Medlock Center MTC4			
	Feb	Mar	YTD
Total			
Admissions	14	7	35
Released	12	11	39
Successful	11	10	36
Unsuccessful	1	1	3
Administrative	0	1	1
ALOS	178.5	196.3	186.6
ADP	45	45	45
Total Youth Served	59	54	82
MEDLOCK STARS			
	Feb	Mar	YTD
Admissions	3	1	8
Releases	3	1	8
Successful	3	1	6
Unsuccessful	0	0	2
Administrative	0	0	0
ALOS (days)	333.3	357.0	342.7
ADP	18	18	18
Total Youth Served	21	19	26

DALLAS COUNTY JUVENILE DEPARTMENT
Referrals During the Month of April 2014, by Offense Category
All Referral Types

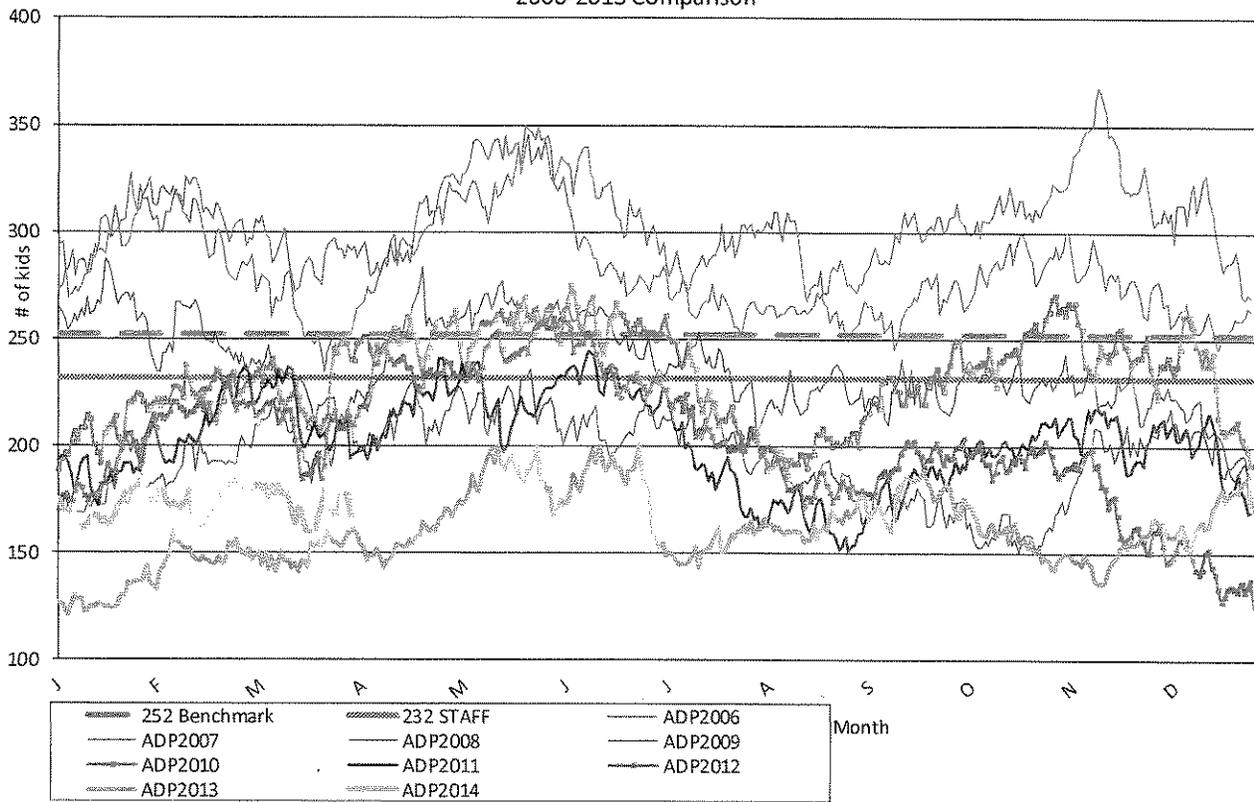
	<i>Offense Type</i>	2013	Current Month	YTD 2014	YTD 2013	YTD Change 2013
TJJD						
1	Homicide (F)	9	0	0	0	0%
2	Attempt. Homicide (F)	0	0	0	0	0%
3	Sexual Assault (F)	162	15	58	52	12%
4	Robbery (F)	226	12	61	80	-24%
5	Assaultive (F)	236	20	92	84	10%
6	Other Violent (F)	0	0	0	0	0%
7	Burglary (F)	429	28	149	121	23%
8	Theft (F)	187	12	65	63	3%
9	Other Property (F)	51	11	29	14	107%
10	Drug Offenses (F)	106	8	42	35	20%
11	Weapons Offenses (F)	46	4	21	16	31%
12	Other Felony (F)	60	5	23	22	5%
13	Weapons Offenses (M)	48	0	6	18	-67%
14	Assaultive (M)	517	86	248	173	43%
15	Theft (M)	617	62	228	219	4%
16	Other Property (M)	180	16	57	58	-2%
17	Drug Offenses (M)	466	88	243	197	23%
18	Other Misdemeanor (M)	521	74	205	184	11%
19	Contempt of Magistrate (M*)	491	95	215	237	-9%
20	Violation of Court Order (M*)	661	52	216	220	-2%
21	Truancy (C)	16	0	0	8	-100%
22	Runaway (C)	782	88	274	255	7%
23	Alt. Ed. Expulsion (C)	8	10	14	5	180%
24	Property (was theft) (C)	13	0	3	5	-40%
25	Disorderly Conduct (C)	24	0	2	7	-71%
26	Other (C)	8	0	0	2	-100%
27	Liquor Laws (C)	5	0	3	4	-25%
28	Sex Offenses (C)	6	0	0	3	-100%
29	Other CINS (C)	215	22	69	76	-9%
CD	Contract Detention	55	3	13	22	-41%
N/A						
(00)	Crisis Intervention	142	52	189	39	385%
	Total Felony	1512	115	540	487	11%
	Total Misdemeanor	2349	326	987	849	16%
	Total VOP & Contempt	1152	147	431	457	-6%
	Total CINS & Crisis	1219	172	554	404	37%
	Total Contract Detention	55	3	13	22	-41%
	Grand Total	6287	763	2525	2219	14%

Racial/Ethnic and Gender Breakdown of Referrals, Year to Date

<i>Race/Ethnicity</i>	Felony	Misd	VOP & Contempt	CINS/Crisis	Contract Detention	Total
American Indian	2	0	0	1	0	3
%	2%	0%	0%	1%	0%	0%
Asian or Pacific Islander	0	4	0	2	0	6
	0%	1%	0%	1%	0%	1%
African American	49	157	59	60	3	328
	42%	48%	40%	35%	100%	43%
Hispanic	46	128	77	77	0	328
	40%	39%	52%	45%	0%	43%
Unknown	1	2	1	0	0	4
	1%	1%	1%	0%	0%	1%
Caucasian	18	36	10	31	0	95
	16%	11%	7%	18%	0%	12%
Total	116	327	147	171	3	764
<i>Gender</i>						
Female	12	79	46	84	1	222
	10%	24%	31%	49%	33%	29%
Male	104	248	101	87	2	542
	90%	76%	69%	51%	67%	71%
Total	116	327	147	171	3	764
%	100%	100%	100%	100%	100%	100%

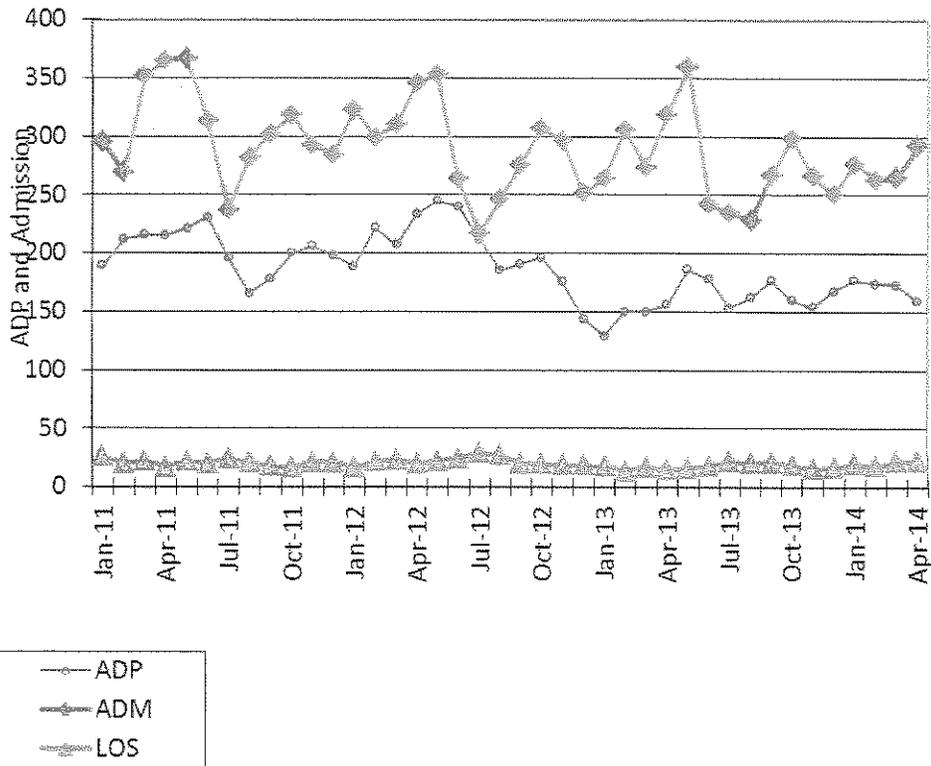
ATTACHMENT A

Average Daily Detention Population:
2006-2013 Comparison

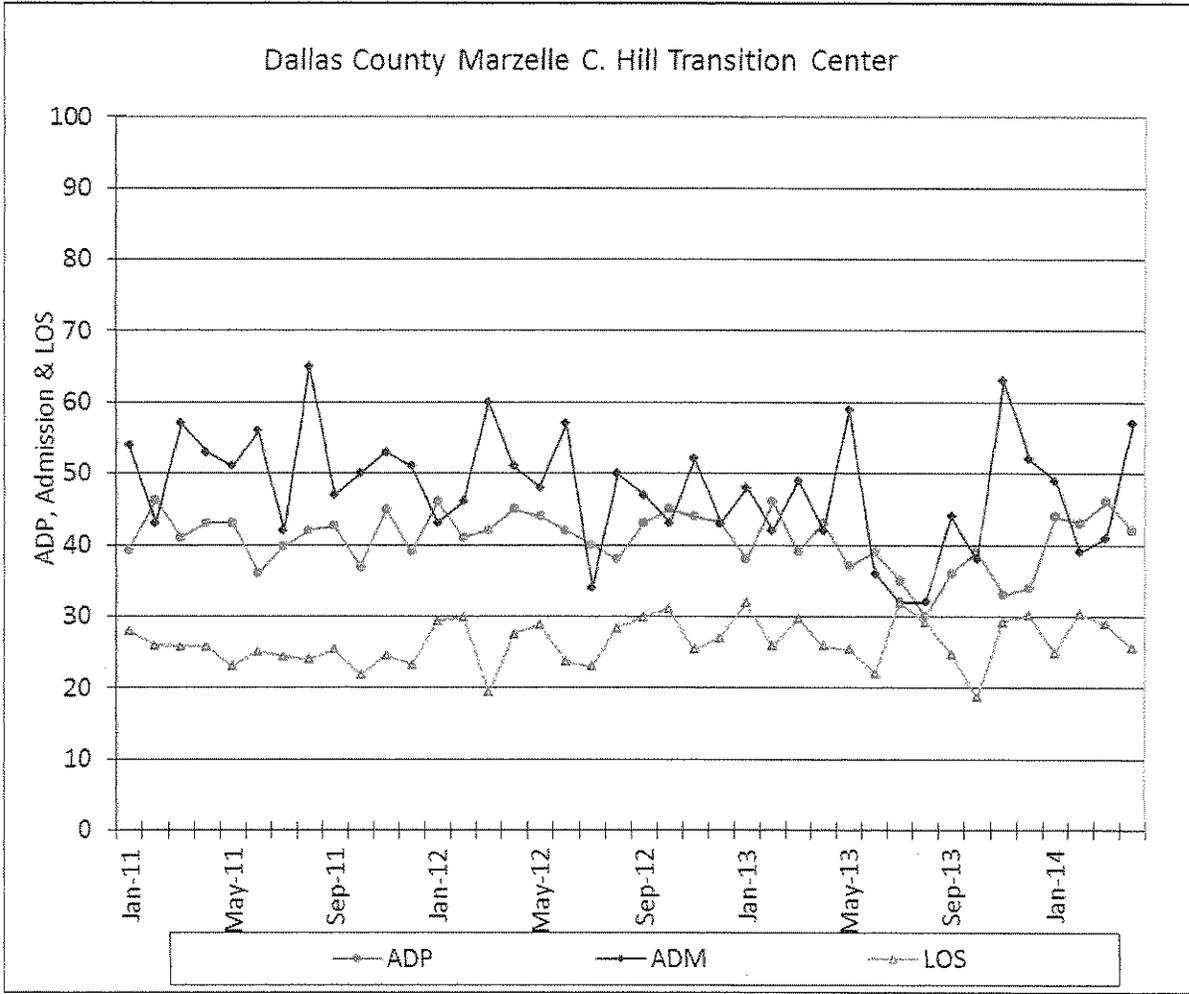


ATTACHMENT B

Dallas County Juvenile Detention Center



Month	ADP				Admissions				Average Length of Stay			
	2011	2012	2013	2014	2011	2012	2013	2014	2011	2012	2013	2014
Jan	190	189	129	171	295	323	264	277	26.0	16.6	17.8	19.8
Feb	212	222	150	174	269	299	306	263	20.4	21.5	13.9	17.6
Mar	216	207	150	173	352	310	273	265	21.8	23.5	17.1	21.6
Apr	215	234	156	159	365	346	319	292	16.9	19.5	14.4	21.9
May	221	245	186		367	353	359		21.9	22.1	15.9	
Jun	231	240	178		313	264	242		20.4	24.6	18.2	
Jul	196	211	153		237	217	235		24.4	29.2	21.9	
Aug	166	185	162		282	246	228		20.5	27.2	20.5	
Sep	178	191	177		302	276	267		17.7	20.1	21.1	
Oct	200	196	160		318	307	299		16.5	19.7	18.6	
Nov	206	176	154		292	296	266		21.2	18.6	15.3	
Dec	198	144	168		284	251	250		21.0	18.6	16.4	
YTD AVG	212	212	160	169	310	294	279	274	20.7	22.4	17.9	20.2
Average	202	203	160	169	306	291	276	274	20.7	21.8	17.6	20.2



Month	2011	2012	2013	2014	2011	2012	2013	2014	2011	2012	2013	2014
Jan	39	46	38	44	54	43	48	49	27.9	29.3	31.8	24.9
Feb	46	41	46	43	43	46	42	39	25.9	29.8	25.8	30.4
Mar	41	42	39	46	57	60	49	41	25.7	19.3	29.7	28.9
Apr	43	45	43	42	53	51	42	57	25.7	27.0	25.8	25.6
May	43	44	37		51	48	59		22.8	28.8	25.3	
Jun	36	42	39		56	57	36		25.0	24.0	22.4	
Jul	40	40	35		42	34	32		24.4	22.9	31.9	
Aug	42	38	30		65	50	32		23.9	28.3	29.1	
Sep	43	43	36		47	47	44		25.3	29.8	24.7	
Oct	37	45	39		50	43	38		21.8	31.0	29.5	
Nov	45	44	33		53	52	63		24.5	25.3	29.1	
Dec	39	43	34		51	43	52		23.1	26.9	30.2	
YTD AVG	41	43	38	44	52	48	42	47	24.8	27.0	27.6	27.5
Average	41	43	37	44	52	48	45	47	24.7	26.9	27.9	27.5

Residential Placement Average Monthly Population						
MONTH	Medlock/STARS	Youth Village	Free Beds/ Private	START / RDT	Contract Plmt	TOTAL
Jan-12	89	55	19	92	133	388
Feb-12	89	49	18	92	137	385
Mar-12	86	53	15	93	146	393
Apr-12	90	60	15	94	152	411
May-12	84	56	17	95	147	399
Jun-12	87	63	18	86	147	401
Jul-12	88	69	17	81	155	410
Aug-12	81	86	18	79	158	422
Sep-12	78	70	18	85	160	411
Oct-12	83	70	16	85	170	424
Nov-12	83	70	13	86	163	415
Dec-12	71	62	12	85	157	387
Jan-13	63	55	11	79	148	356
Feb-13	64	50	12	64	146	336
Mar-13	68	51	14	57	142	332
Apr-13	62	48	14	56	134	314
May-13	60	53	14	60	128	315
Jun-13	64	53	17	70	110	314
Jul-13	68	51	19	68	93	299
Aug-13	72	52	17	66	98	305
Sep-13	73	49	14	64	89	289
Oct-13	74	54	15	66	94	303
Nov-13	73	55	13	72	97	310
Dec-13	69	55	13	65	96	298
Jan-14	66	55	15	59	103	298
Feb-14	64	55	16	61	104	300
Mar-14	63	57	15	61	103	299
Apr-14	62	63	15	73	108	321

ATTACHMENT E

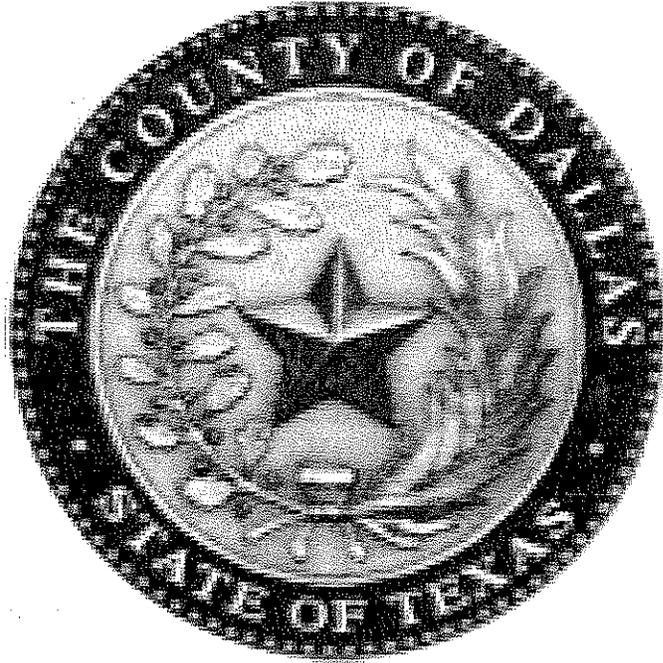
PSYCHIATRIC CONSULTS COMPLETED - 2014													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD
1. Total Consultations	168	131	135	185									619
A. Initial Consultations	45	35	50	50									180
B. Follow-Up Consultations	123	96	85	135									439
2. Total Number of Youth Receiving Consultations	127	118	123	163									531

INITIAL CONSULTATIONS - PSYCHIATRIC MEDICATION RESULTS - 2014													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
1. No Medication Prescribed	18	19	26	18									81
2. Medication Discontinued	3	0	0	2									5
3. Continued on Medication	12	10	3	14									39
4. Started on Medication	12	6	21	16									55

ATTACHMENT F

FIELD PROBATION OFFICER CASELOADS WITHOUT ANY NEW REFERRALS: CY 2014

Jan-14	Feb-14	Mar-14	Apr-14
Adams, Prescilla	Adams, Prescilla	Adams, Prescilla	Adams, Prescilla
Aguilar, Anthony	Aguilar, Anthony	Aguilar, Anthony	Aguilar, Anthony
Andrews, Jamie	Andrews, Jamie	Andrews, Jamie	Aviles, Ruth
Augustus, Darrell	Augustus, Darrell	Augustus, Darrell	Barriga, James
Aviles, Ruth	Barriga, James	Aviles, Ruth	Beal, Sonya
Barker, Matthew	Beal, Sonya	Barnes, Brandon	Blackshire, James
Beal, Sonya	Bell, Charles	Barriga, James	Brandon, Barnes
Bell, Charles	Caballero, LaShawn	Bell, Charles	Brooks, Amanda
Brandon, Barnes	Ciluffo, James	Blackshire, James	Caballero, LaShawn
Clark II, Nathaniel	Clark II, Nathaniel	Brooks, Amanda	Clark II, Nathaniel
Clements, Ricarrdo	Clements, Ricarrdo	Caballero, LaShawn	Ellison, Adam
Downing, James	Downing, James	Ciluffo, James	Ferguson, Jonathan
Echols, Larry	Echols, Larry	Downing, James	Ford, Kirklyn
Ford, Kirklyn	Flowers, Tracie	Echols, Larry	Garcia, Nancy
Garcia, Nancy	Garcia, Nancy	Ferguson, Jonathan	Grant , Shalonda
Hawkins, Roderick	Grant , Shalonda	Flowers, Tracie	Grigsby, Leroy
Hernandez, Miguel	Grigsby, Leroy	Ford, Kirklyn	Hashaway, Gary
Hooks, Herb	Hawkins, Roderick	Garcia, Nancy	Hawkins, Roderick
Johnson, Marilyn	Heard, Robert	Hawkins, Roderick	Heard, Robert
Lewis, Andrea	Hernandez, Miguel	Hernandez, Miguel	Hernandez, Miguel
Lewis, Darrion	Hooks, Herb	Jackson, La'Jauana	Hernandez, Priscilla
Ligans,Robert	Jackson, La'Jauana	Jaramillo, Eric	Highsmith, Leah
Lopez, Melvin	Lewis, Darrion	Johnson, Bernadette	Jaramillo, Eric
Middleton, Billy	Lopez, Ana	LaFrance, Tyra	Johnson, Bernadette
Mitchell, Marvin	Lopez, Melvin	Lewis, Andrea	LaFrance, Tyra
Mitchell, Patricia	Middleton, Billy	Lewis, Darrion	Lewis, Andrea
Monono, Mondo	Mitchell, Marvin	Ligans, Robert	Ligans, Robert
Pitman, Dawn	Mitchell, Patricia	Monono, Mondo	Lopez, Melvin
Ramos, Elizabeth	Monono, Mondo	Montes, Mario	Mercado, Anna
Redmond, Jarvis	Monson, Jimmy	Neal, Simon	Middleton, Billy
Reid, David	Montes, Mario	Nelson, Rick	Mitchell, Marvin
Robinson, Michelle	Nelson, Rick	Pitman, Dawn	Mitchell, Patricia
Rodriguez, Belinda	Pellot, Arnaldo	Redmond, Jarvis	Monson, Jimmy
Salas, Patricia	Pitman, Dawn	Reid, David	Pitman, Dawn
Silguero, Miguel	Ramos, Elizabeth	Reynolds, Gregory	Redmond, Jarvis
Villasenor, Galdino	Reid, David	Robinson, Michelle	Reynolds, Gregory
Walczak, Andrew	Rivera, Savannah	Robinson, Stanley	Rivera, Savannah
Zuzak, Erica	Robinson, Stanley	Salas, Patricia	Robinson, Michelle
	Rodriguez, Belinda	Sarria, Marisol	Rodriguez, Belinda
	Ruiz, Ymelda	Segoviano, Christina	Ruiz, Ymelda
	Salas, Patricia	Shearer, William	Salas, Patricia
	Shearer, William	Silguero, Miguel	Sarria, Marisol
	Silguero, Miguel	Vasquez, Gerardo	Shearer, William
	Vasquez, Gerardo	Vega-Bailey, Melissa	Silguero, Miguel
	Vega-Bailey, Melissa	Villasenor, Galdino	Vasquez, Gerardo
	Villasenor, Galdino	Wells, Courdney	Villasenor, Galdino
	Zuzak, Erica	Zuzak, Erica	Walczak, Andrew
			Wells, Courdney
			Zuzak, Erica



AGENDA ITEM

D.

Dallas County
Juvenile Justice Alternative Education Report
MONTHLY REPORT
April 2014

Quote of the Month – “The only person who is educated is one who has learned how to learn and change” Carl Rogers, American Psychologist

Population – 105

Mandatory – 65

Discretionary – 38

Placement - 2

Overview of Activities

Students, teachers, case managers, support teams and administrators have been diligently involved in preparing students for the upcoming April and May State of Texas Assessments of Academic Readiness assessments (STAAR). Reviewing test items permeated the school. Released tests, teacher made assessments, and test review using technology type questions were used. Technology formats such as Mimio votes and jeopardy were used.

Instructional Activities

Science

Students developed an understanding of the basic genetics principles. Mendelian principles of dominance, segregation and independent assortment along with Thomas Hunt Morgan’s chromosomal theory were discussed.

Social Studies

In World Geography students created a notebook entitled East Asia. In their books they were asked to identify plains, rivers, plateaus, mountains, and islands. In World History students examined the timeframe, and major events which caused the U.S. to deter the spread of Communism in Asia.

ELAR

Students examined the term marginal in terms of how it pertains to specific populations and national events in the United States. The term was defined and related to the events of 9-11, Hurricane Sandy and Hurricane Katrina. Glaring disparities were seen in government response to Hurricane Katrina.

Video clips of the aftermath and treatment of the survivors were reviewed by students. Students later read an article by Eric Dyson entitled "Come Hell or High Water".

Mathematics

In preparation to taking the STAAR/EOC (End of Course) exams, students reviewed basic mathematics problem solving skills in addition, multiplication, per cent, division, and subtraction. Ninth through twelfth graders reviewed mathematics systems and the theories used in solving problems.

Special Education

The Special Education department conducted two Assessment Review and Dismissal Reviews for current students. Representatives from the student's assigned district conducted the review. Six resource and fifteen inclusion students were serviced by the Special Education staff.

Up-Coming Events

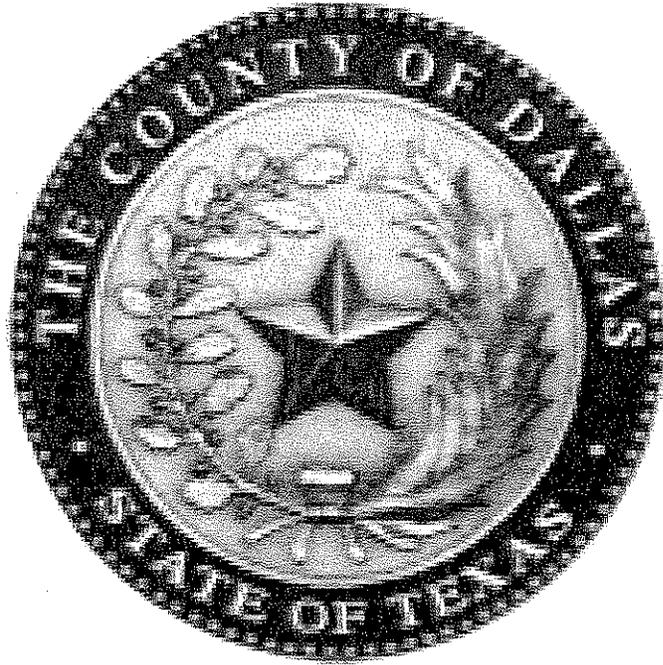
May 5th-11th STAAR Testing

JJAEF Basketball Game- May 18th

Celebration for Honor Roll and Perfect Attendance

Second Chance Program – Phoenix House- May 21st-May 22nd

Celebration for Senior



AGENDA ITEM

E.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: May 19, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith- Director
Subject: Attorney General Opinion (Request for an opinion regarding Dallas County Juvenile Board's hiring authority)

BACKGROUND OF ISSUE

The Dallas County Civil District Attorney division submitted a request for an opinion regarding the Dallas County Juvenile Board's hiring authority on May 9th, 2014. Please see attachments A1, A2 and A3.

The Attorney General Office notified all pertinent parties via email on May 13, 2014; assigning file number RQ-1198-GA and states:

"Please find attached our letter acknowledging receipt of your May 9, 2014 request for an attorney general opinion and soliciting briefs from parties who may have an interest in this request. Briefs in regard to this request may be submitted to: opinion.committee@texasattorneygeneral.gov", please see attachments B1, B2 and B3.

In the letter (B2) it so stipulates interested parties may submit briefs if they so choose by June 2, 2014.

We are requesting permission on the behalf of the Juvenile Board to submit brief(s) and/or documents to the Attorney General's office regarding brief RQ-1198-GA.

RECOMMENDED BY:

A handwritten signature in black ink that reads "Terry S. Smith".

Dr. Terry S. Smith, Director
Dallas County Juvenile Department

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

RECEIVED

MAY 12 2014

OPINION COMMITTEE

DALLAS COUNTY



CRAIG WATKINS
DISTRICT ATTORNEY
CIVIL DIVISION

FILE # ME-47567-14
I.D. # 47567

RQ-1198-GA

May 9, 2014

Honorable Greg Abbott
Office of the Attorney General
Attention Opinion Committee
P.O. Box 12548
Austin, Texas 78711-2548

Via registered mail, RRR and email: Opinion_committee@texasattorneygeneral.gov

Re: Request for an opinion regarding the Dallas County Juvenile Board's hiring authority

Dear Attorney General Abbott,

I respectfully request your opinion regarding the hiring authority of the Dallas County Juvenile Board.

Question Presented

The Dallas County Juvenile Board ("the Board") is a statutory creation, established by Texas Human Resource Code section 152.0631. The Board has expressed an interest in hiring an attorney as in-house counsel to provide legal services to the Board, the Juvenile Department and the Charter School Board. Texas Human Resources Code section 142.002(a) provides a list of personnel that may be employed by the Board. Specifically, the statute states that a juvenile board may, "with the advice and consent of the commissioners court, employ probation officers and administrative, supervisory, stenographic, and other clerical personnel necessary to provide juvenile probation services." In-house lawyers are not included in the list of personnel. Does the Board have the authority to hire an attorney, as a full-time employee, to provide in-house legal services to the Board, the Juvenile Department and the Charter School Board?

Background

The Civil Division of my office provides the Board, Juvenile Department, and Charter School Board with legal counsel by, *inter alia*, offering legal advice, rendering legal opinions, negotiating contracts, consulting and assisting with human resource matters and disciplinary actions. Recently, the Director of Juvenile Services expressed interest in hiring an attorney to work full-time for the Board, the Juvenile Department and the Charter School Board. The attorney would report to the Director of Juvenile Services. My office raised concerns regarding whether Texas law authorizes the Board to hire an in-house attorney.

A₁

Legal Authorities

The Board is established by a Dallas County-specific statute. Texas Human Resource Code section 152.0631. "As a general rule, juvenile boards of this state are statutorily created entities comprised of members designated by statute and are entities with an existence separate and apart from their counties and commissioners courts." Tex. Att'y Gen. Op. No. JC-0209 (2000) at 2 (citation omitted).

We found no case that specifically addressed the Board's authority to hire an in-house lawyer as a full-time staff member. Your office, however, has addressed the issue of a juvenile board's (Potter County's) authority to contract counsel to represent it determining, "Given that the Juvenile Board is a separate entity with the authority to contract independent of the Commissioners Court and no statute precludes it from retaining private counsel, we conclude that the Juvenile Board possesses the implied authority to contract with private counsel to represent the Board in litigation filed against it by the Commissioners Court." Id. It thus appears that this Board possesses the necessary authority to contract counsel to handle discrete legal matters in certain circumstances.

Here, however, the Board does not seek to engage an attorney for a discrete matter. Instead, it has inquired about hiring an attorney to work in-house as a full-time staff member. Statutory law appears to limit the Board's authority to hire employees.¹ A juvenile board may, "with the advice and consent of the commissioners court, employ probation officers and administrative, supervisory, stenographic, and other clerical personnel necessary to provide juvenile probation services." Texas Human Resource Code section 142.002. "Juvenile probation services" means: (a) services provided by or under the direction of a juvenile probation officer in response to an order issued by a juvenile court and under the court's direction, including: protective services, prevention of delinquent conduct and conduct indicating a need for supervision, diversion, deferred prosecution, foster care, counseling, supervision, and diagnostic, correctional, and educational services, and (b) services provided by a juvenile probation department that are related to the operation of a preadjudication or post-adjudication juvenile facility. Id. at § 142.001. Texas Human Resource Code section 152.0008, the general statute governing personnel hired by the chief juvenile probation officer, enables the chief juvenile probation officer to employ assistant officers and "other necessary personnel." Texas Human Resources Code section 152.0008 expands on the hiring authority provided for in Texas Human Resources Code section 142.002 for counties subject to this statute. The Board, however, is specifically excluded from the provision allowing for the hiring of "other necessary personnel." Texas Human Resources Code section 152.0631(l) ("Sections 152.0002, 152.0003, 152.0004, 152.0005, 152.0006, 152.0007, and 152.0008 do not apply to the juvenile board of Dallas County").

If the Board were to hire an attorney as a full-time employee, my office believes that the Board would be acting outside the scope of its express statutorily-granted hiring authority. Specifically, this office does not believe that the attorney services currently provided and contemplated to be provided in the future to the Board, Juvenile Department, and Charter School Board are of a nature as to be defined as "administrative," "supervisory," "stenographic," or "clerical" services. The Chairman of the Board, however, was advised by the Legal Help Desk of the Texas Juvenile Justice Department that "...the term administrative conceivably includes all management and support positions (including legal counsel, information technology, finance, and other skilled

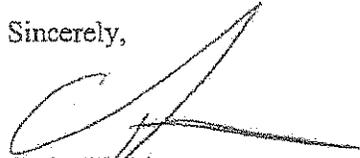
¹Indisputably, the creation of an employer/employee relationship gives rise to liability issues generally absent in the context of a contract for services. Tex. Tort Claims Act §101.001(2).

professional positions) that support the work of the department."² My office believes that this interpretation is at odds with Tex. Hum. Res. Code Ann. § 142.002 and Tex. Hum. Res. Code § 152.0008. That is, if the limited categories set forth in Texas Human Resource Code section 142.002 were meant to provide for the expansive hiring of personnel, then Texas Human Resource Code section 152.0008 would be unnecessary.

Conclusion

The applicable statutes appear to limit the Dallas County Juvenile Board's hiring authority in a way that prevents it from hiring an in-house attorney. I respectfully request that you review the issues at hand and issue an expedited opinion at your earliest convenience.

Sincerely,



Craig Watkins
Dallas County District Attorney

Enclosures

² The Legal Help Desk advisor further noted that several other departments have hired "direct legal counsel" for their juvenile probation departments; however, two of the counties cited as examples, Travis and El Paso, are granted broader authority specifically not given to Dallas County, and the circumstances involving the hiring made by the other county, Bexar, is unknown. See Tex. Hum. Res. Code § 152.0772(b) (allows the juvenile board of El Paso to appoint the head of each facility who can hire employees the board determines are necessary); Tex. Hum. Res. Code § 152.2331(e) (Section 152.0008, which allows for the hiring of "other necessary personnel," applies to Travis County).

Terry Smith

From: OPINIONCOMMITTEE <Opinion.Committee#024@texasattorneygeneral.gov>
Sent: Tuesday, May 13, 2014 11:44 AM
To: Craig Watkins
Cc: Dan'l Simpson; Teresa.Snelson
Subject: Request for Opinion (RQ-1198-GA)
Attachments: RQ-1198-GA.pdf

Dear Mr. Watkins:

Please find attached our letter acknowledging receipt of your May 9, 2014 request for an attorney general opinion and soliciting briefs from parties who may have an interest in this request.

Briefs in regard to this request may be submitted to:
opinion.committee@texasattorneygeneral.gov

Respectfully,

Opinion Committee
Office of the Attorney General of Texas
(512) 463-2110

B1



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

May 13, 2014

The Honorable Craig Watkins
Criminal District Attorney
Dallas County - Civil Division
133 North Riverfront Boulevard, L.B. 19
Dallas, Texas 75207

Via E-Mail

Re: Authority of the Dallas County Juvenile Board to hire attorney as in-house counsel
(RQ-1198-GA)

Dear Mr. Watkins:

We have received your request for an attorney general opinion dated May 9, 2014 and have designated it as Request No. 1198-GA. Section 402.042 of the Government Code provides that the Attorney General shall issue an opinion not later than the 180th day after the date that an opinion request is received, unless before that date the Attorney General notifies the requesting person in writing that the opinion will be delayed. TEX. GOV'T CODE ANN. § 402.042(c)(2) (West 2013). We received your request on May 12, 2014, setting a due date for your opinion of November 10, 2014.

By copy of this letter we are notifying those listed below of your request and asking them to submit briefs if they care to do so. If you are aware of other interested parties, please forward this request for briefing to them or let us know, so that we may notify them as soon as possible. We ask that the briefs be submitted by June 2, 2014 to ensure that this office will have adequate time to review and consider arguments relevant to the request from all interested parties. Briefs may be submitted by e-mail to opinion.committee@texasattorneygeneral.gov. Please note that briefs and other correspondence are subject to the Public Information Act.

Sincerely,

Charlotte Harper
Deputy Chair, Opinion Committee

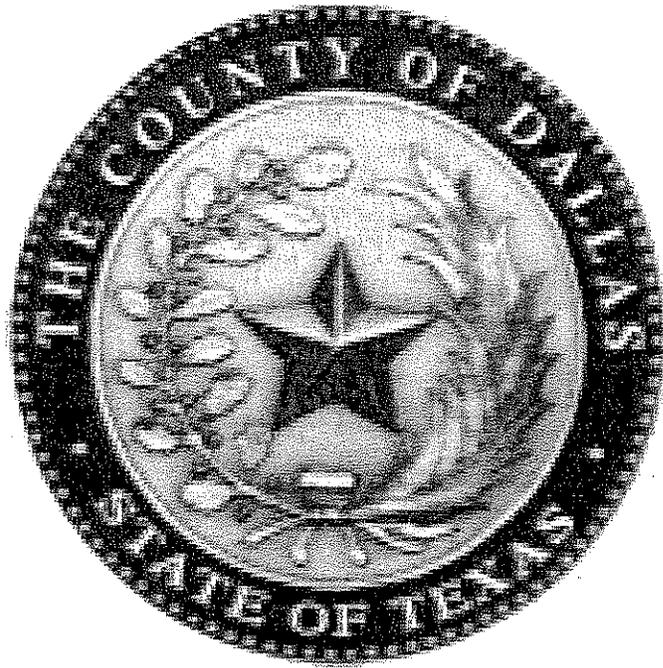
CMH/mma

B2

Attachment: Request No. 1198-GA

cc: Mr. Mike Griffiths, Executive Director, Texas Department of Juvenile Justice
Mr. Darryl Martin, Dallas County Administrator, Dallas County Commissioners Court
Terry Smith, Ph.D., Director of Juvenile Services, Dallas County Juvenile Board
Mr. Darrell Davila, Governor's Appointment Director, Governor's Office

B3



AGENDA ITEM

F.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: May 19, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith- Director
Subject: Juvenile Board Budget Retreat

BACKGROUND OF ISSUE

The Juvenile Board adopted their annual meeting schedule for 2014 at their November 25, 2013 meeting. The Juvenile Board voted to meet on the following dates in 2014, subject to change if future scheduling conflicts are discovered.

January 27 th	May 19 th	September 22 nd
February 24 th	*June 21 st (Budget Retreat)	October 27 th
March 24 th	June 23 rd	November 24 th
April 28 th	July 28 th	*December 15 th
	August 25 th	

**If deemed necessary*

The approved Juvenile Board meeting schedule reflects a meeting allocated for a Budget Retreat to be held "if necessary", on Saturday June 21st, 2014, at 9:00 a.m., at the Henry Wade Juvenile Justice Center.

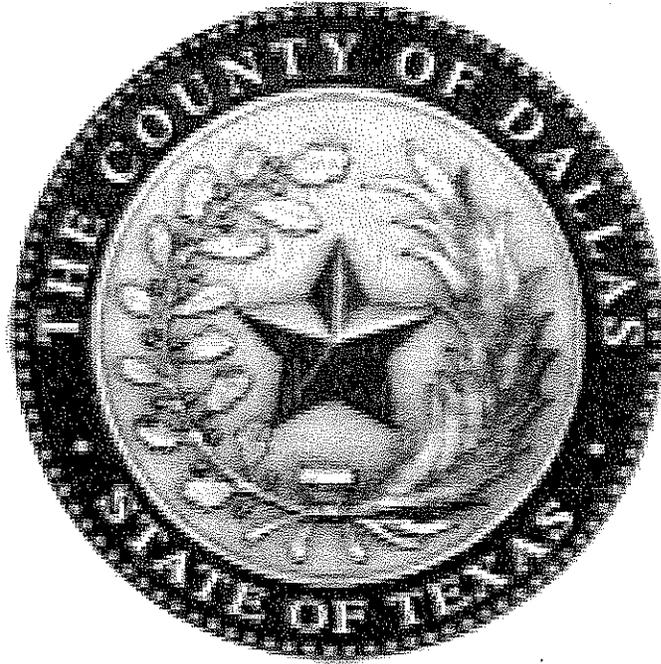
The purpose of this brief is to allow the Board to determine if a June Budget Retreat meeting will be needed, and/or to consider an alternate meeting time and/or location.

RECOMMENDED BY:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*



AGENDA ITEM

G.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: May 19, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: JJAEP FY 14 Budget Amendment # 2

Background of Issue:

The FY 2014 Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) budget is based on projected attendance and program needs have been developed with input from program staff and information gained from Governance Committee members. The FY 2014 Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) budget was approved on June 24, 2013. The purpose of this briefing is to seek approval to accept the Instructional Materials Allotment (IMA) funds from the Texas Education Agency (TEA).

Impact on Operations and Maintenance:

Instructional Materials Allotment:

The Instructional Materials Allotment provides funding for instructional materials, technological equipment and technology-related services that are approved by the Texas Education Agency. The IMA allotment is allocated for a one year or multi-year period. In April 2014, additional funds were received in the JJAEP's IMA (Instructional Materials Allotment) account for the 2014-2015 school year in the amount of \$23,310.67. Funds will be utilized within TEA guidelines.

- 2013-2014 IMA Allocation \$23, 310.67

Strategic Plan Compliance:

This request complies with Vision 3: *Dallas is safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system.

Legal Information:

The DCJJAEP budget requires the approval of the Juvenile Board.

Financial Impact/Considerations:

There are no financial impacts.

Performance Impact Measures:

There are no specific performance measures.

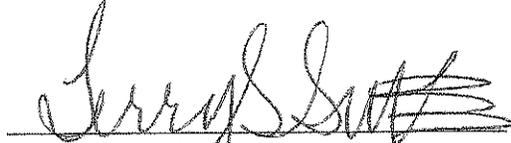
Project Schedule/Implementation:

The current budget began September 1, 2013 and will be in effect until August 31, 2014.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Dallas County Juvenile Justice Alternative Education Program FY 2014 Budget Amendment # 2 as presented.

Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2014-050

DATE: May 19, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 19th day of May, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Shannon

Judge Gracie Lewis

Paula Miller

Commissioner John Wiley Price

Judge Craig Smith

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

WHEREAS, the FY 2014 Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) budget is based on projected attendance and program needs have been developed with input from program staff and information gained from Governance Committee members. The FY 2014 Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) budget was approved on June 24, 2013. The purpose of this briefing is to seek approval to accept the Instructional Materials Allotment (IMA) funds from the Texas Education Agency (TEA); and

WHEREAS, the Instructional Materials Allotment provides funding for instructional materials, technological equipment and technology-related services that are approved by the Texas Education Agency. The IMA is allocated for a one year or multi-year period. In April 2014, additional funds were received in the JJAEP's IMA (Instructional Materials Allotment) account for the 2014-2015 school year in the amount of \$23,310.67. Funds will be utilized within TEA guidelines; and

- 2013-2014 IMA Allocation \$23,310.67

WHEREAS, this request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system; and

WHEREAS, the Dallas County Juvenile Board has operational and fiscal responsibility for the JJAEP and must approve amendments to the original budget, as well as, purchases and authorizations.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve the Dallas County Juvenile Justice Alternative Education Program FY 2014 Budget Amendment # 2 as presented.

DONE IN OPEN BOARD MEETING this 19th day of May, 2014

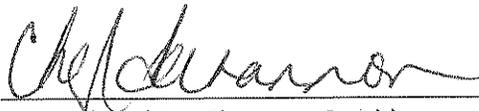
The forgoing Juvenile Board Order was lawfully moved by **Commissioner John Wiley Price** and seconded by **Judge Gracie Lewis**, and duly adopted by the Juvenile Board on a vote of **5** for the motion and **0** opposed.

Recommended by:

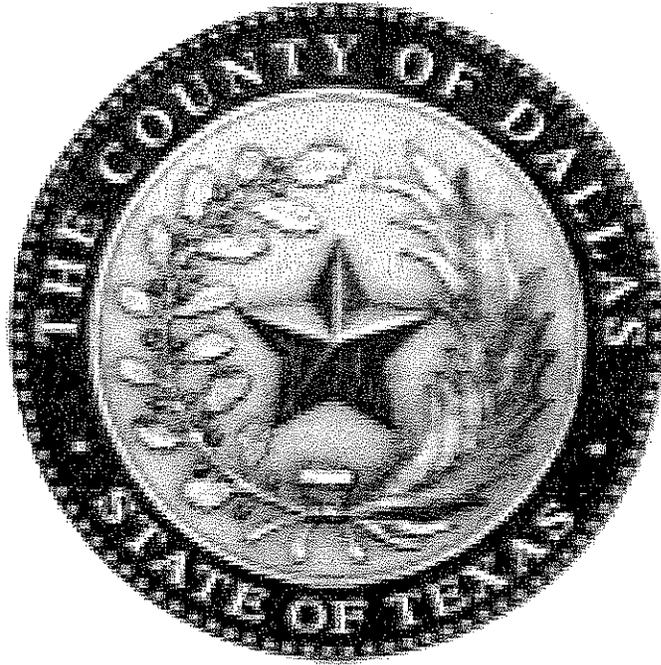
Approved by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department



Judge Cheryl Lee Shannon, President
Dallas County Juvenile Board



AGENDA ITEM

H.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: May 19, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Approval of Memorandum of Understanding for Culinary Arts, Café Momentum and Food Handler Programs at Letot Residential Facility

Background of Issue:

For several years, the Youth Village Resources of Dallas has successfully managed Culinary Arts, Café Momentum and Food Handler Programs at Youth Village. Young men participating in these programs are exposed to a variety of skills related to culinary arts which greatly enhance their opportunities at gainful employment once discharged from the Youth Village. The Youth Village Resources of Dallas has drafted a similar program for residents of the upcoming Letot Residential Treatment Center for Girls, which is expected to start operations early in 2015.

The Nutrition and Culinary Arts program will teach 15 young ladies per class basic nutritional information and provide them employable, culinary skills. Upon successful completion of the program, residents are eligible to participate in a Café Momentum pop-up dinner and the Food Handling Certification program. A certified nutritionist provided by North Texas Food Bank and at least one certified teaching Chef operate this program.

The Café Momentum Service Training and Restaurant Experience will take eight selected Nutrition & Culinary Arts students to off-campus trips to area restaurants for hospitality service training in preparation for a monthly Sunday night dinner event. Each Sunday following service training, students attend and work a Café Momentum dinner, including doing food preparation, setting and clearing tables, serving and cleaning up. Students benefit from paid work experience and celebrity chef working experience to include on their resume and on job applications. A culinary school graduate chef will work with the selected young ladies for each dinner. A qualified restaurant service instructor will work with each of the young ladies selected to work a dinner on the Thursday before the Café Momentum Dinner and at that dinner.

The Food Handler Certification program will run four times per year with the graduates from the culinary program. These young ladies will learn how to properly handle food at a restaurant, grocery store or other food service establishments. Each young lady who passes the National Restaurant Association's (NRA) Serve Safe food examination will receive a NRA certification, El Centro College Continuing Education Food Safety Handling and Sanitation credit, as well as a City of Dallas Food Handler Certificate. A Culinary School Graduate chef instructor who is certified to teach the NRA food handler curriculum and is registered with El Centro College as a NRA instructor teaches this class.

The purpose of this briefing is to request authorization to execute the attached Memorandum of Understanding (MOU) between Dallas County Juvenile Department and Youth Village Resources of Dallas for Culinary Arts, Café Momentum and Food Handler Programs operating at Letot Residential Facility.

Impact on Operations and Maintenance:

The services provided by Culinary Arts, Café Momentum and Food Handler Program will occur at the Letot Residential Treatment Center for Girls. Service delivery will be coordinated by Juvenile Department staff as part of regular programming.

Strategic Plan Compliance:

This request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system.

Legal Information:

The Memorandum of Understanding has been approved as to form by Denika Caruthers, Assistant District Attorney, Civil Section, and is attached. The Memorandum of Understanding requires the signature of the Chairman of the Dallas County Juvenile Board.

Financial Impact/Considerations:

There is no financial impact; the Youth Village Resources of Dallas secures the instructors and supplies.

Performance Impact Measures:

There are no Performance impact measures attached to the MOU.

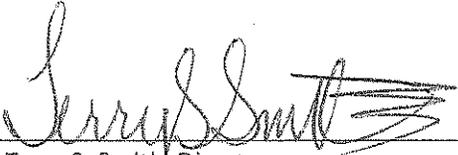
Project Schedule/Implementation:

The programs will be implemented upon completion of needed signatures.

Recommendation:

It is recommended that the Juvenile Board approve the Memorandum of Understanding (MOU) between Dallas County Juvenile Department and Youth Village Resources of Dallas for Culinary Arts, Café Momentum and Food Handler Programs operating at Letot Residential Facility. It is further recommended that the Dallas County Juvenile Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department



6333 E. Mockingbird,
Suite 147-872
Dallas, Texas 75214
www.youthvillagedallas.org

Memorandum of Understanding (MOU) between Dallas County Juvenile Department and Youth Village Resources of Dallas for Culinary Arts, Café Momentum and Food Handler Programs operating at Letot Residential Facility.

DCJD and Letot Residential Facility desire to engage YVRD, and YVRD agrees to provide services described in this MOU subject to and in accordance with the terms and conditions set forth below.

1. YVRD agrees to deliver the following Culinary Arts, Café Momentum and Food Handler Programs and components:

Nutrition and Culinary Arts program

Frequency: One 2-hour class per week for 6 weeks. YVRD will run this program 4 times a year.

Component Objective: Teach 15 young ladies per class basic nutritional information and provide them employable, culinary skills. Upon successful completion of the program, youth receive the Power of Eating Right certification and are eligible to participate in a Café Momentum pop-up dinner and the Food Handling Certification program.

Component Activities/Topics: The Power of Eating Right nutrition curriculum is taught in each class. The culinary portion of each class teaches the young ladies to plan, prepare and make six complete meals on budget.

Required Instructors: A certified nutritionist provided by North Texas Food Bank and at least one certified teaching Chef operates this program.

Café Momentum Service Training and Restaurant Experience

Frequency: Monthly, eight selected Nutrition & Culinary Arts students take off-campus trips to area restaurants for hospitality service training in preparation for a monthly Sunday night dinner event. Each Sunday following service training, students attend and work a Café Momentum dinner.

Component Objective: Young ladies who are performing well in the YVRD Nutrition & Culinary Arts program are chosen to work off-campus Café Momentum dinners. They will benefit from paid work experience and celebrity chef working experience to include on their resume and on job applications.



6333 E. Mockingbird,
Suite 147-872
Dallas, Texas 75214
www.youthvillageofdallas.org

Component Activities/Topics: The young ladies receive comprehensive restaurant service training from professionals. They will be compensated \$10 an hour while doing food preparation, setting and clearing tables, serving and cleaning up at the Café Momentum at which they work.

Required Instructor: A culinary school graduate chef will work with the young ladies selected for each dinner. A qualified restaurant service instructor will work with each of the young ladies selected to work a dinner on the Thursday before the dinner and at that dinner.

Serve Safe Food Handler Certification

Frequency: This is a 10-hour program. This program runs four times per year with the graduates from the culinary program.

Component Objective: Teach the young ladies who successfully completed the Culinary Arts class how to properly handle food at a restaurant, grocery store or other food service establishments. Each young lady who passes the National Restaurant Association's (NRA) Serve Safe food examination will receive a NRA certification, El Centro College Continuing Education Food Safety Handling and Sanitation credit, as well as a City of Dallas Food Handler Certificate.

Component Activities/Topics: The curriculum is taught from the ServSafe workbook that each young lady receives. They are taught what they need to be able to safely handle food and to pass the NRA examination.

Required Instructor: A Culinary School Graduate chef instructor who is certified to teach the National Retail Federation food handler curriculum and is registered with El Centro College as a NRF instructor.

2. YVRD understands that under no circumstances should individuals working on behalf of YVRD, under this Culinary Arts, Café Momentum and Food Handler Programs MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) have contact or any type of interaction with youth/families involved in the program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department.

3. YVRD understands that the names of individuals working on behalf of YVRD under this Culinary Arts, Café Momentum and Food Handler Programs MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.



6333 E. Mockingbird,
Suite 147-872
Dallas, Texas 75214
www.youthvillagedallas.org

4. YVRD understands that individuals involved in the Culinary Arts, Café Momentum and Food Handler Programs on behalf of YVRD must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
5. YVRD must ensure that all individuals involved in the Culinary Arts, Café Momentum and Food Handler Programs receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.
6. YVRD represents that it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type (s) of services being provided; that it is in compliance with all statutory and regulatory requirements for the operations of its business.
7. In providing services required by this MOU, the parties must observe and comply with all licenses, legal certifications, or inspections required for the services, or materials, and all applicable Federal, State, and local statutes, ordinances, rules, and regulations. This MOU shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas. All statutes and law stated herein shall be updated as amended.
8. This MOU is expressly made subject to Dallas County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Remedies Code and all applicable State and federal laws. The Parties expressly agree that no provision of this MOU is in any way intended to constitute a waiver of any immunities from suit or from liability, or waiver of any tort limitation, that State or County has by operation of law, or otherwise. Nothing in this MOU is intended to benefit any third party beneficiary.
9. YVRD, to the fullest extent allowed by law, agrees to indemnify and hold harmless DALLAS COUNTY, Dallas County Juvenile Board, Dallas County Juvenile Department, its assigns, officers, directors, employees, agents, representatives (referred collectively in this Section as "COUNTY"), against all claims, demands, actions, suits, losses, damages, liabilities, costs, and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorney's fees), incurred by or sought to be imposed upon County because of injury (including death), including but not limited to exposure to any infections, communicable or sexually transmitted disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission by YVRD in performance of this Agreement and/or Program, except to the extent such liability, damage, fine or expense is the result of negligent acts or omissions of the County.



6333 E Mockingbird,
Suite 147-872
Dallas, Texas 75214
www.youthvillagedallas.org

10. YVRD understands that individuals working on behalf of YVRD, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers) must be trained on the Prison Rape Elimination Act.

11. YVRD understands that individuals working on behalf of the YVRD, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential.

12. It is the responsibility of YVRD to make sure a comprehensive general liability and professional insurance with "personal injury" coverage, with minimum limits of \$1,000,000 for bodily injuries to or death of a person, and an aggregate of \$500,000 for any one (1) occurrence is in place for the Culinary Arts, Café Momentum and Food Handler Programs. There is also an additional umbrella policy of \$2,000,000 for events related to the covered activity but not outlined in the policy.

13. DCJD Letot staff agrees to be responsible for obtaining all necessary waivers/parental consents to enroll each young lady in the Culinary Arts, Café Momentum and Food Handler Programs.

14. DCJD and the Letot staff agree to be responsible for providing all security/supervision staff for the young ladies while they are participating in the Retail Customer Service Training Culinary Arts, Café Momentum and Food Handler Programs. Ratio of 1 staff to 12 young ladies the standard.

15. Culinary Arts, Café Momentum and Food Handler Programs equipment will be stored on campus in a secure location provided by Letot. YVRD and their instructors must have access to this location. Upon demand all equipment and programs shall be returned to YVRD if purchased with YVRD funds. If such equipment is purchased with any funds obtained from any DCJD, Dallas County or YSAB funding source, all items will remain the property of DCJD.

16. The Dallas County Letot staff will choose the young ladies to participate in each Culinary Arts, Café Momentum and Food Handler Programs based on each individual resident's need.

17. The Dallas County Juvenile Department and Letot agree to provide safe, secure and suitable locations to run these programs as listed and scheduled in this MOU.



6333 E. Mockingbird,
Suite 147-872
Dallas, Texas 75214
www.youthvillagedallas.org

It is the understanding of the Dallas County Juvenile Department and Youth Village Resources of Dallas that this MOU will be in effect for 12 months, beginning from the date of execution. This MOU will be evaluated annually with the option to renew for one additional 12 month term.

This MOU may not be altered or amended in any manner without the prior written consent of the parties hereto. Captions and headings contained in this MOU are for the convenience of the parties and shall have no substantive effect whatsoever. This MOU may be separately executed in multiple originals, and facsimile signatures hereon shall be effective and enforced as original signatures hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the _____ day of _____, 20_____.

DALLAS COUNTY JUVENILE BOARD:

CONTRACTOR'S NAME:

BY: _____
Judge Cheryl L. Shannon
Chairman of the Dallas County Juvenile Board

BY: _____
Jerry Silhan, Executive Director
Youth Village Resources of Dallas

RECOMMENDED:

BY: _____
Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

APPROVED AS TO FORM*:

CRAIG WATKINS
DISTRICT ATTORNEY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION

BY: _____
Denika Caruthers
Assistant District Attorney



6333 E. Mockingbird,
Suite 147-872
Dallas, Texas 75214
www.youthvillagedallas.org

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

JUVENILE BOARD ORDER

ORDER NO: 2014-051

DATE: May 19, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 19th day of May, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Shannon

Judge Gracie Lewis

Paula Miller

Commissioner John Wiley Price

Judge Craig Smith

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

- WHEREAS,** for several years, the Youth Village Resources of Dallas has successfully managed Culinary Arts, Café Momentum and Food Handler Programs at Youth Village; and
- WHEREAS,** the Youth Village Resources of Dallas has drafted a similar program for residents of the upcoming Letot Residential Treatment Center for Girls, which is expected to start operations early in 2015; and
- WHEREAS,** the Nutrition and Culinary Arts program will teach 15 young ladies per class basic nutritional information and provide them employable, culinary skills; and
- WHEREAS,** the Café Momentum Service Training and Restaurant Experience will take eight selected Nutrition and Culinary Arts students to off-campus trips to area restaurants for hospitality service training in preparation for a monthly Sunday night dinner event; and
- WHEREAS,** the Food Handler Certification program will teach the graduates from the culinary program how to properly handle food at a restaurant, grocery store or other food service establishments, and upon passing the National Restaurant Association's (NRA) Serve Safe food examination will receive a NRA certification, El Centro College Continuing Education Food Safety Handling and Sanitation credit, as well as a City of Dallas Food Handler Certificate; and
- WHEREAS,** the services provided by Culinary Arts, Café Momentum and Food Handler Program will occur at the Letot Residential Treatment Center for Girls, and service delivery will be coordinated by Juvenile Department staff as part of regular programming; and
- WHEREAS,** this request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system; and
- WHEREAS,** the Memorandum of Understanding has been approved as to form by Denika Caruthers, Assistant District Attorney, Civil Section, requires the signature of the Chairman of the Dallas County Juvenile Board; and

WHEREAS, there is no financial impact, since the Youth Village Resources of Dallas secures the instructors and supplies; and

WHEREAS, the programs will be implemented upon completion of needed signatures.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Memorandum of Understanding (MOU) between Dallas County Juvenile Department and Youth Village Resources of Dallas for Culinary Arts, Café Momentum and Food Handler Programs operating at Letot Residential Facility.

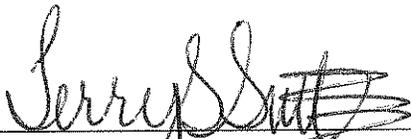
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 19th day of May, 2014.

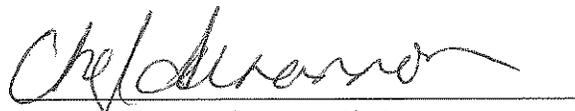
The forgoing Juvenile Board Order was lawfully moved by **Judge Gracie Lewis** and seconded by **Commissioner John Wiley Price**, and duly adopted by the Juvenile Board on a vote of **5** for the motion and **0** opposed.

Recommended by:

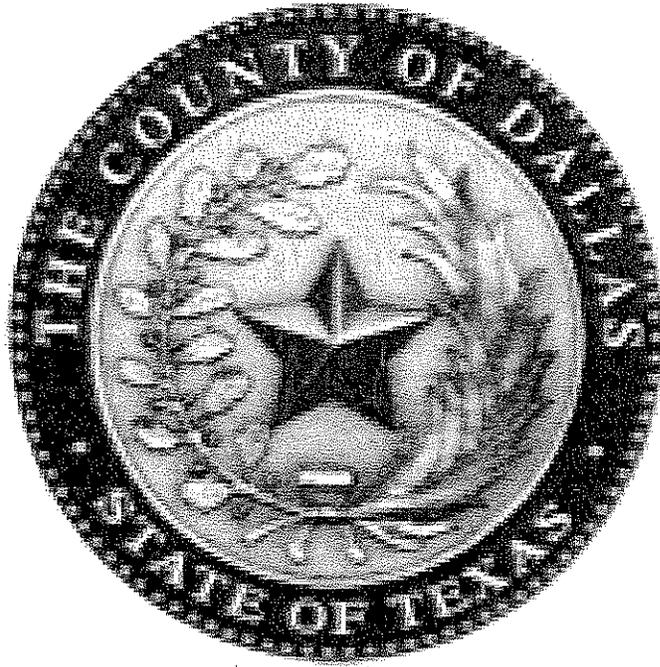
Approved by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

I.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: May 19, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Approval of Memorandum of Understanding for a Horticulture and Garden Program at Letot Residential Facility

Background of Issue:

For several years, the Youth Village Resources of Dallas has successfully managed a Horticulture and Garden Program at Youth Village. Young men participating in this program are exposed to a variety of skills related to horticulture and garden management while learning and applying principles found in hard sciences such as Botany, Chemistry and Physics. Additionally, the learned skills enhance the young men's appreciation for their environment while equipping them to contribute positively to the family's wellbeing once discharged from placement. The Youth Village Resources of Dallas has drafted a similar program for residents of the upcoming Letot Residential Treatment Center for Girls, which is expected to start operations early in 2015.

The science class will help 10 young ladies improve performance in science by experiencing fundamental gardening objectives, strategies and tasks, applying the curriculum in the science class in a hands-on environment. Botany, Chemistry and Physics are taught using this method. The Horticulture class will give the residents some basic knowledge in urban gardening and organic gardening, and Horticulture Therapy as well.

The horticulture class includes three hours of education in urban gardening with demonstrations included. Young ladies chosen by the Letot staff will help maintain the garden, including planting, weeding, harvesting, etc.

For the science class the Academy for Academic Excellence science teacher and the YVRD certified Growing Power instructors are required. The YVRD certified Growing Power instructor will teach the quarterly horticulture class. The YVRD certified Growing Power instructor and certified Horticulture Therapist will work with the young ladies weekly in the garden.

The purpose of this briefing is to request authorization to execute the attached Memorandum of Understanding (MOU) between Dallas County Juvenile Department and Youth Village Resources of Dallas for the Horticulture and Garden Program Operating at Letot Residential Facility.

Impact on Operations and Maintenance:

The services provided by the Horticulture and Garden Program will occur at the Letot Residential Treatment Center for Girls. Service delivery will be coordinated by Juvenile Department and Academy for Academic Excellence staff as part of regular programming.

Strategic Plan Compliance:

This request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system.

Legal Information:

The Memorandum of Understanding has been approved as to form by Denika Caruthers, Assistant District Attorney, Civil Section, and is attached. The Memorandum of Understanding requires the signature of the Chairman of the Dallas County Juvenile Board.

Financial Impact/Considerations:

There is no financial impact; the Youth Village Resources of Dallas secures the instructors and supplies, and the Academy for Academic Excellence provides a science teacher already in place.

Performance Impact Measures:

There are no specific performance measures attached to the MOU.

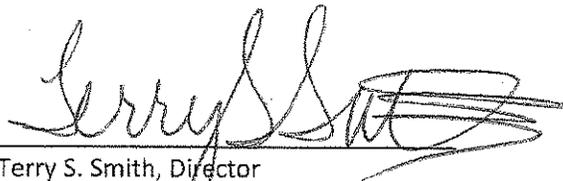
Project Schedule/Implementation:

The programs will be implemented upon completion of needed signatures.

Recommendation:

It is recommended that the Juvenile Board approve the Memorandum of Understanding (MOU) between Dallas County Juvenile Department and Youth Village Resources of Dallas for the Horticulture and Garden Program Operating at Letot Residential Facility. It is further recommended that the Dallas County Juvenile Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

Recommended by:

A handwritten signature in black ink, appearing to read "Terry S. Smith", written over a horizontal line.

Dr. Terry S. Smith, Director
Dallas County Juvenile Department



6333 E. Mockingbird,
Suite 147-B72
Dallas, Texas 75214
www.youthvillageofdallas.org

Memorandum of Understanding (MOU) between Dallas County Juvenile Department and Youth Village Resources of Dallas for the Horticulture and Garden Program operating at Letot Residential Facility.

DCJD and Letot Residential Facility desire to engage YVRD, and YVRD agrees to provide services described in this MOU subject to and in accordance with the terms and conditions set forth below.

1. YVRD agrees to deliver the following program and components:

Horticulture/Garden Program:

Frequency: Twice per week over 6 weeks on Tuesday and Thursday during the school science class. Four classes/programs per year.

Once a quarter horticulture class, for the entire campus population.

Weekly assignments for young ladies to work in the garden.

Component Objective: The science class will help 10 young ladies improve performance in science by experiencing fundamental gardening objectives, strategies, and tasks, applying the curriculum in the school's science books in a hands-on environment. The Horticulture class will give the entire campus some basic knowledge in urban gardening. Working in the garden will give the young ladies some hands on organic gardening experience and Horticulture Therapy as well.

Component Activities/Topics: The science class will teach topics in classroom one day and the next day experience practical application of the previous lessons in the garden. Botany, Chemistry, Physics are taught using this method.

The horticulture class comprises of three hours of education in urban gardening with demonstrations included.

Young ladies that are chosen by the Letot staff will help maintain the garden, including planting, weeding, harvesting, etc.

Required Instructors: For the science class the charter school science teacher and the YVRD certified Growing Power instructors are required.

YVRD certified Growing Power instructor would teach the quarterly horticulture class.

The YVRD certified Growing Power instructor and certified Horticulture Therapist would work with the young ladies weekly in the garden.



6333 E. Mockingbird,
Suite 147-872
Dallas, Texas 75214
www.youthvillagedallas.org

2. YVRD understands that under no circumstances should individuals working on behalf of YVRD, under this Horticulture and Garden Program MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) have contact or any type of interaction with youth/families involved in the program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department.
3. YVRD understands the names of individuals working on behalf of YVRD under this Horticulture and Garden Program MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.
4. YVRD understands that individuals involved in this Horticulture and Garden Program on behalf of YVRD must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
5. YVRD must ensure that all individuals involved in the Horticulture and Garden Program receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.
6. YVRD represents that it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type (s) of services being provided; that it is in compliance with all statutory and regulatory requirements for the operations of its business.
7. In providing services required by this MOU, the parties must observe and comply with all licenses, legal certifications, or inspections required for the services, or materials, and all applicable Federal, State, and local statutes, ordinances, rules, and regulations. This MOU shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas. All statutes and law stated herein shall be updated as amended.
8. This MOU is expressly made subject to Dallas County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Remedies Code and all applicable State and federal laws. The Parties expressly agree that no provision of this MOU is in any way intended to constitute a waiver of any immunities from suit or from liability, or waiver of any tort limitation, that State or County has by operation of law, or otherwise. Nothing in this MOU is intended to benefit any third party beneficiary.



6333 E. Mockingbird,
Suite 147-872
Dallas, Texas 75214
www.youthvillagedallas.org

9. YVRD, to the fullest extent allowed by law, agrees to indemnify and hold harmless DALLAS COUNTY, Dallas County Juvenile Board, Dallas County Juvenile Department, its assigns, officers, directors, employees, agents, representatives (referred collectively in this Section as "COUNTY"), against all claims, demands, actions, suits, losses, damages, liabilities, costs, and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorney's fees), incurred by or sought to be imposed upon County because of injury (including death), including but not limited to exposure to any infections, communicable or sexually transmitted disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission by YVRD in performance of this Agreement and/or Program, except to the extent such liability, damage, fine or expense is the result of negligent acts or omissions of the County.

10. YVRD understands that individuals working on behalf of YVRD, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers) must be trained on the Prison Rape Elimination Act.

11. YVRD understands that individuals working on behalf of the YVRD, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential.

12. It is the responsibility of YVRD to make sure a comprehensive general liability and professional insurance with "personal injury" coverage, with minimum limits of \$1,000,000 for bodily injuries to or death of a person, and an aggregate of \$500,000 for any one (1) occurrence is in place for the Horticulture and Garden Program. There is also an additional umbrella policy of \$2,000,000 for events related to the covered activity but not outlined in the policy.

13. DCJD Letot staff agree to be responsible for obtaining all necessary waivers/parental consents to enroll each young lady in the Horticulture and Garden Program.

14. DCJD and the Letot staff agree to be responsible for providing all security/supervision staff for the young ladies while they are participating in the Horticulture and Garden Program. Ratio of 1 staff to 12 young ladies is the standard.

15. The Horticulture and Garden Program equipment will be stored on campus in a secure location provided by Letot. YVRD and their instructors must have access to this location. Upon demand all equipment and programs shall be returned to YVRD if



6333 E. Mockingbird.
Suite 147-872
Dallas, Texas 75214
www.youthvillagedallas.org

YOUTH VILLAGE
RESOURCES OF DALLAS

purchased with YVRD funds. If such equipment is purchased with any funds obtained from any DCJD, Dallas County or YSAB funding source, all items will remain the property of DCJD.

16. The Dallas County Letot staff will choose the young ladies to participate in each Horticulture and Garden Program based on each individual resident's need.

17. The Dallas County Juvenile Department and Letot agree to provide safe, secure and suitable locations to run these programs as listed and scheduled in this MOU.

It is the understanding of the Dallas County Juvenile Department and Youth Village Resources of Dallas that this MOU will be in effect for 12 months, beginning from the date of execution. This MOU will be evaluated annually with the option to renew for one additional 12 month term.

This MOU may not be altered or amended in any manner without the prior written consent of the parties hereto. Captions and headings contained in this MOU are for the convenience of the parties and shall have no substantive effect whatsoever. This MOU may be separately executed in multiple originals, and facsimile signatures heron shall be effective and enforced as original signatures hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the _____ day of _____, 20_____.

DALLAS COUNTY JUVENILE BOARD:

CONTRACTOR'S NAME:

BY: _____
Judge Cheryl L. Shannon
Chairman of the Dallas County Juvenile Board

BY: _____
Jerry Silhan, Executive Director
Youth Village Resources of Dallas

RECOMMENDED:

BY: _____
Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer



6333 E. Mockingbird,
Suite 147-872
Dallas, Texas 75214
www.youthvillagedallas.org

YOUTH VILLAGE
RESOURCES OF DALLAS

APPROVED AS TO FORM*:

CRAIG WATKINS
DISTRICT ATTORNEY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION

BY: _____

Denika Caruthers
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

JUVENILE BOARD ORDER

ORDER NO: 2014-052

DATE: May 19, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 19th day of May, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Shannon

Judge Gracie Lewis

Paula Miller

Commissioner John Wiley Price

Judge Craig Smith

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

- WHEREAS,** for several years, the Youth Village Resources of Dallas has successfully managed an Horticulture and Garden Program at Youth Village; and
- WHEREAS,** the Youth Village Resources of Dallas has drafted a similar program for residents of the upcoming Letot Residential Treatment Center for Girls, which is expected to start operations early in 2015; and
- WHEREAS,** the science class will help 10 young ladies improve performance in science by experiencing fundamental gardening objectives, strategies and tasks, applying the curriculum in the science class in a hands-on environment; and
- WHEREAS,** the horticulture class will give the residents some basic knowledge in urban gardening and organic gardening, and Horticulture Therapy as well; and
- WHEREAS,** the science class will teach topics in classroom one day and the next day will provide practical application in the garden, teaching Botany, Chemistry and Physics using this method; and
- WHEREAS,** the horticulture class includes three hours of education in urban gardening with demonstrations included; and
- WHEREAS,** for the science class the Academy for Academic Excellence science teacher and the YVRD certified Growing Power instructors are required; and
- WHEREAS,** the services provided by the Horticulture and Garden Program will occur at the Letot Residential Treatment Center for Girls, with service delivery coordinated by Juvenile Department and Academy for Academic Excellence staff as part of regular programming; and
- WHEREAS,** this request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system; and

WHEREAS, the Memorandum of Understanding has been approved as to form by Denika Caruthers, Assistant District Attorney, Civil Section, and requires the signature of the Chairman of the Dallas County Juvenile Board; and

WHEREAS, there is no financial impact, since the Youth Village Resources of Dallas secures the instructors and supplies and the Academy for Academic Excellence provides a science teacher already in place; and

WHEREAS, the programs will be implemented upon completion of needed signatures.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Memorandum of Understanding (MOU) between Dallas County Juvenile Department and Youth Village Resources of Dallas for the Horticulture and Garden Program Operating at Letot Residential Facility.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 19th day of May, 2014.

The forgoing Juvenile Board Order was lawfully moved by **Judge Gracie Lewis** and seconded by **Paula Miller**, and duly adopted by the Juvenile Board on a vote of **5** for the motion and **0** opposed.

Recommended by:

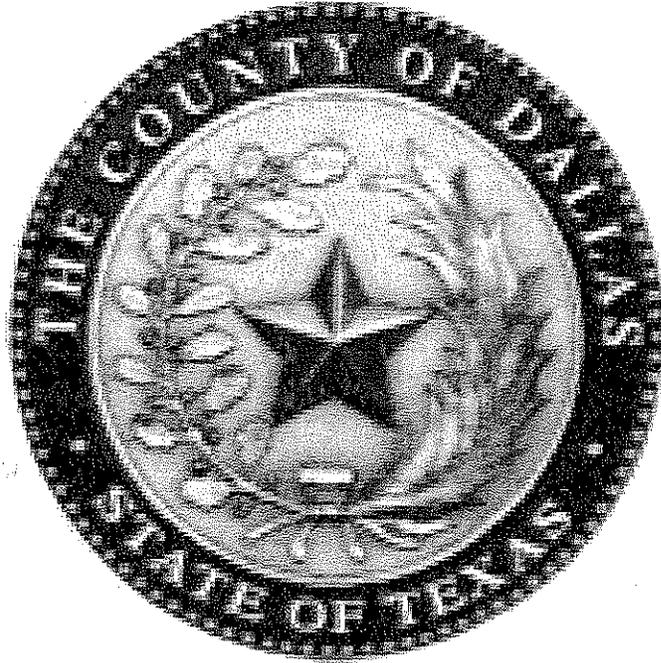
Approved by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

J.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: May 19, 2014

To: Dallas County Juvenile Board

From: Dr. Terry S. Smith, Director

Subject: Juvenile Processing Office Modification – Highland Park Department of Public Safety

Background of the Issue:

Amendments passed during the 77th Legislative Session assigns the Juvenile Board the responsibility of designating Juvenile Processing Offices within Dallas County.

The Juvenile Board has previously approved fifty-eight (58) sites as Juvenile Processing Offices (see attached list). The Department regularly reviews sites to make appropriate additions, deletions, modifications, or amendments to this list. When the department is notified of the modification of a site, or receives a request from law enforcement for designation of a new site, we personally inspect the site and appraise the agency of their obligations and responsibilities when processing juveniles at the approved site.

Impact on Operations and Maintenance:

The Juvenile Department is requesting the Juvenile Board approve the following request for modification of a Juvenile Processing Office:

- The Highland Park Department of Public Safety has requested to modify their previously designated Juvenile Processing Office by adding one new office and removing one of two existing offices. The previously designated "Interview Room" located at 4300 MacArthur Avenue, Dallas, Texas 75209 is no longer being used or needed due to the Highland Park Department of Public Safety moving into the new office space added to the existing building at 4700 Drexel Drive, Dallas, Texas 75205. The previously designated Room 331 as a Juvenile Processing Office located in the same building will remain active. In addition, the Highland Park Department of Public Safety requests approval to add the "Report Writing Room" as a Juvenile Processing Office. The proposed room addition is located on the first floor adjacent to the public access dispatch area.

The address for the proposed additional Juvenile Processing Office for the Highland Park Department of Public Safety is 4700 Drexel Drive, Dallas, Texas 75205.

A Juvenile Department official, Rudy Acosta, Deputy Director of Probation Services, personally inspected the room proposed for designation on April 29, 2014, and has determined this site suitable as a Juvenile Processing Office.

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative during the site visit. The training provided the Agency representative with information from Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice Delinquency and Prevention Act outlining the requirements of operating a Juvenile Processing Office and the specifics associated with the handling of juveniles in the Juvenile Processing Office. The training document was signed by the Agency representative and a copy will be maintained by the Juvenile Department.

Strategic Plan Compliance:

This Juvenile Processing Office designation complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*.

Legal Impact:

Law enforcement agencies must follow the Juvenile Justice Code and Code of Criminal Procedure guidelines when processing youthful offenders:

In conformance with Title 3 of the Texas Family Code § 52.025, the Juvenile Board of Dallas County has ordered the plans and guidelines of each law enforcement agency in Dallas County operating a Juvenile Processing Office be amended and adopted as follows:

SECTION 1. Any juvenile taken into custody and not released in the field by the officer shall be brought immediately to either an office or to an official designated site herein without unnecessary delay and without first being taken elsewhere. The juvenile shall not be permitted contact with any adult who is in custody, charged with, or convicted of a crime.

SECTION 2. The following are "offices or rooms designated by the Juvenile Board where a child who has been taken into custody may be taken pursuant to Section 52.02 and 52.025 of the Texas Family Code, and as such are designated as Juvenile Processing Offices;"

The Juvenile Board also requires Juvenile Processing Offices may be used to complete all investigative and administrative activities incident to the taking into custody of the child; said activities including, but not limited to the following:

- (1) The full investigation of each subject offense for which each child is taken into custody and all related offenses admitted to or alleged to be committed by said child, and may be used for temporary detention, for purposes of investigation of the identity and age of the juvenile, and for purposes of investigating and continuing the investigation of each subject offense and each related offense.
- (2) The completion of investigative and administrative paperwork concerning each subject and related offense and the taking of any oral, written, or magistrate confessions as may occur pertaining to each subject or related offense and for all other related investigative conduct such as fingerprinting, photographing, and other medical and/or scientific examinations or testing necessary to the investigation of the subject or related offenses.
- (3) The creation or completion of any essential forms and records, including, but not limited to, all police reports, offense reports, arrest reports, and supplements to said reports and other reports or records, required by the

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

Juvenile Court or Title 3 of the Texas Family Code or other law or the particular law enforcement agency's procedures.

- (4) The photographing and/or fingerprinting of the child as authorized by Title 3 of the Texas Family Code or other applicable law. Warnings may be issued to the child as required or permitted by Title 3 of the Texas Family Code or other applicable law. An oral or written statement of the child may be taken and warning given pursuant to Title 3 of the Texas Family Code either in said Juvenile Processing Office or before an official designated by the Juvenile Court in Section 3 of the order.
- (5) All administrative steps incident to the taking into custody of the child.

Recommendation:

The Juvenile Department recommends the Juvenile Board approve the designation of a new Juvenile Processing Office for the Highland Park Department of Public Safety located at 4700 Drexel Avenue, Dallas, Texas 75205, by approving the "Report Writing Room" as a designated Processing Office.

Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

**JUVENILE PROCESSING OFFICE DESIGNATIONS
DALLAS COUNTY JUVENILE BOARD**

- 1) Addison Police Department
Juvenile Processing/Briefing Room
4799 Airport Parkway
Addison, TX 75248
Det. Karen Spenser 972-450-7137
- 2) Balch Springs Police Department
Juvenile/Holding Processing Room
12500 Elam Road
Balch Springs, TX 75180
Sgt. Gilbert 972-557-6036
- 3) Baylor Health Care Department of Public
Safety – Police Supervisors Room
4005 Crutcher Street, Ste 100
Dallas, TX 75246
Asst. Chief Jesse Gomez/Det. Marlana Colvin
214-820-6193
- 4) Carrollton Police Department
Youth Services Section Room 119 & 112
2025 Jackson
Carrollton, TX 75006
Sgt. Bill Janecek/Joel Payne 972-466-9144
- 5) Cedar Hill Police Department
Rooms C-142, C-145, C-146, C-147,
C-219, C-220, C-221, C-222
285 Uptown Boulevard, Building 200
Cedar Hill, TX 75104
Lt. Steve Laferty 972-291-5181
Ext2048
- 6) Cedar Hill ISD Police Department
Cedar Hill High School-SRO Offices
(1)near cafeteria, (2)at Main Entrance
#1 Longhorn Blvd
Cedar Hill, TX 75104
Chief C.W. Burruss 972-291-1581
- 7) Cedar Hill ISD Police Department
W.S. Permenter Middle School
Room labeled as "SRO Office,"
located next to Front Office.
431 W. Parkerville Rd.
Cedar Hill, TX 75104
Chief C.W. Burruss 972-293-1581
- 8) Cedar Hill 9th Grade Center
Room labeled as "SRO Office", located behind
Administration Area
1515 W. Beltline Road
Cedar Hill, Texas 75104 972-291-1581
- 9) Cedar Hill ISD Police Department
Bessie Coleman Middle School
"Police Office" and adjoining office
1208 Pleasant Run Rd
Cedar Hill, Texas 75104 972-291-1581
- 10) Cedar Hill Marshall's Office
285 Uptown Boulevard, Room 7108
Cedar Hill, TX 75014
Marshall Leland Herron 972 291-1500 Ext.1048
- 11) Cedar Valley Community College Police Dept
Room F120-E
3030 North Dallas Avenue
Lancaster, TX 75134
Chief Tim Stewart 972-860-8287
- 12) Charlton Methodist Medical Cntr
3500 W. Wheatland – CID Office
Dallas, TX 75203
Lt. Kraft 214-947-7701
- 13) City of Combine Municipal Court
Combine Police Department

To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.

- Judge's Office, Chief's Office
123 Davis Rd.
Combine, Texas 75159 972-476-8790
- 14) Cockrell Hill Police Department
Juvenile Interview Room and Sergeants Office
4125 W. Clarendon Drive
Dallas, TX 75211
Sgt. Beckman 214-339-4141
- 15) Coppell Police Department
Room 141
130 S. Town Center Blvd.
Coppell, TX 75019
Det. Smith 972-304-3606
- 16) Dallas Independent School District Police
Department
Holding Rm, Detail Rm, and Detectives Off
1402 Seegar Street
Dallas, Texas 75215
Deputy Chief Gary Hodges 214-932-5610
- 17) DFW International Airport Police
Public Safety Station One, Conf. Rm 154
Small & Large Conference Room - CID
2900 E. 28th St.
DFW Airport, TX 75261
Sgt. Malcolm A. Mosely 972-574-5576
- 18) Dallas County Hospital District
Police Department
Police Roll Call Room
5201 Harry Hines Blvd.
Dallas, Texas 75235
Capt. Richard D. Roebuck Jr. 214-590-4330
- 19) Dallas County Juvenile Department
Truancy and Class C Enforcement Center
414 S.R.L. Thornton Freeway
Dallas, TX 75203
Marquita Fisher 214-860-4408
- 20) Dallas County Juvenile Department
Detention Center and Probation Dept.
Henry Wade Juvenile Justice Center
2600 Lone Star Dr.
Dallas, TX 75212 214-698-2200
- 21) Dallas County Sheriff's Department
Rooms C3-6 and C3-7
Frank Crowley Courts Building
133 N. Industrial Blvd.
Dallas, TX 75202
Detective Billy Fetter 214-653-3495
- 22) Dallas Police Department
Youth Division and Family Crimes
1400 S. Lamar, Rm 1W017
Dallas, TX 75201 214-671-3495
- 23) Desoto Police Department
Juvenile Youth Division
714 E. Beltline Rd.
Desoto, TX 75115
Det. W. Tillman 469-658-3028
- 24) Duncanville Police Department
Juvenile Processing Rooms "Located in Lobby"
203 E. Wheatland Rd.
Duncanville, TX 75116
Inv. Warren Evans 972-780-5037
- 25) Duncanville High School
Rooms L-105 and A118
900 W. Camp Wisdom Rd.
Duncanville, TX 75116
Inv. John Cole 972-708-3713
- 26) Duncanville Reed Middle School
Room #509
530 E. Freeman Road
Duncanville, TX 75116
Officer R.L. Perry 972-708-3949

To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.

- 27) Duncanville Byrd Middle School
 Room #400F
 1040 W. Wheatland Road
 Duncanville, TX 75116
 Inv. S. Ivy 972-708-3478
 Patrol Sgt. Office, Squad Rm, CID Office, Lt. Office
 550 E. Bear Creek
 Glenn Heights, TX 75154
 Det. Kevon L. Howard 972-223-3478

- 28) Duncanville Kennemer Middle School
 Room labeled as "Police", located in Library.
 7101 W. Wheatland Rd.
 Dallas, Texas 75229
 Inv. L. Holcomb 972-708-3713
 34) Grand Prairie Police Department
 Rooms J1, J2, J3, J4, J5, J6, 1009, 1010 & 1029
 1525 Arkansas Lane
 Grand Prairie, TX 75052
 Deputy Chief Mike Taylor 972-237-8716

- 29) Eastfield Community College Police Dept
 Room #N112-E
 3737 Motley Drive
 Mesquite, TX 75150
 Cpt. Michael Horak 972-860-8344
 35) Grand Prairie Kennedy Middle School
 School Resource Office
 2205 SE 4th Street
 Grand Prairie, TX 75051
 Leon Roddy, S.R. Officer 972-237-8764

- 30) Eastfield Community College-Pleasant Grove
 Campus Police Department
 Room #112-N
 802 S. Buckner Blvd.
 Dallas, TX 75217
 Cpt. Michael Horak 972-860-8344
 36) Grand Prairie High School
 Room 511 A & B
 101 High School Dr.
 Grand Prairie, TX 75050
 Off. David Hooper, S.R. Officer 972-870-5707

- 31) Farmers Branch Police Department
 Juvenile Sect Rm / Rm 156 / Interview Rm
 3723 Valley View Ln
 Farmers Branch, TX 75244
 Sgt E.L. Stokes 972-919-9352
 37) Grand Prairie High School
 Ninth Grade Center, Room 201
 102 High School Dr.
 Grand Prairie, TX 75050
 Off. Roy Morin, S.R. Officer 972-237-5603

- 32) Garland Police Department
 Room J1008 & J1015
 1900 W. State Street
 Garland, TX 75042
 Lt. Joel Bettes 972-205-1689
 38) South Grand Prairie High School
 A Hall - Resource Office
 301 W. Warrior Trail
 Grand Prairie, TX 75052
 Off. John Almazan, S.R. Officer 972-343-1507

- 33) Glenn Heights Police Department
 39) South Grand Prairie High School
 Ninth Grade Center, Room 401 C
 305 W. Warrior Trail
 Grand Prairie, TX 75052
 Off. Briggs, S.R. Officer 972-343-7607

- 40) Highland Park Department of Public Safety

To assist referred youth in becoming productive,
 law abiding citizens, while promoting public safety and victim restoration.

Room 331 and Report Writing Room
4700 Drexel Drive
Dallas, TX 75205 and Dallas, TX 75209
Detective Rusty Nance, 214-559-9306

Chief Sam Allen 469-261-8889

41) Hutchins Police Department
"Patrol Room"
205 W. Hickman
Hutchins, TX 75141
Asst. Chief D.W. Landers 972-225-2225

47) Mesquite Police Department
Rooms 1016, 1019, 1021, 1022, 2008, 4045,
4047
777 North Galloway Avenue
Mesquite, TX 75149
Lt. David Gill 972-816-8096

42) Irving Police Department
Municipal Court Room, 2nd Floor
Juvenile Holding Area/Interview Lineup
Juvenile Arraignment Court Room
Irving, Texas 75061
Investigator Jill Smith 972-721-6559

48) Methodist Medical Center PD
1441 N. Beckley Ave, Front Lobby
Dallas, TX 75203
Lt. M.P. Barber 214-947-8181

43) Lancaster Police Department
Rooms A148 and B122
1650 North Dallas Avenue
Lancaster, TX 75134
Asst. Chief W.C. Smith 972-218-2726

49) Richardson Police Department
Youth Crimes Unit/Interview Rm, Rm D-214
140 N. Greenville Ave
Richardson, TX 75081
Sgt. Coby Pewitt 972-744-4924

44) Lancaster ISD Police Department
Elsie Robinson Middle School
Room 'LISD Police'
822 W. Pleasant Run
Lancaster, Texas 75146
Off. Keith Wilkerson 972-218-3086

50) Richland College Police Department
Pecos Hall- Rooms P161, P162, P163, P170,
P172, and Kiowa Hall- Room K110
12800 Abrams Rd
Dallas, TX 75243
Sgt. Sena 972-761-6758

45) Lancaster ISD Police Department
Lancaster High School
Room G123, Police Office, Room C126A
200 Wintergreen Rd.
Lancaster, Texas 75134
Chief Sam Allen 469-261-8889

51) Rowlett Police Dept-Youth Division
4401 Rowlett Road
Rowlett, TX 75030
Lt. David Nabors 972-412-6215

46) Lancaster ISD Police Department
Headquarters
Room 603
814 W. Pleasant Run Rd.
Lancaster, Texas 75134

52) Sachse Police Department
Juvenile Division & Youth Holding Area, Rooms
116 and 118
3815 Sachse Rd.
Sachse, TX 75048
Chief Richard Benedict 972-495-2271

53) Seagoville Police Department
Law Enforcement Center Interview Room and
Patrol Room
600 North Highway 175

To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.

Seagoville, TX 75159
CID Det. AJ. Jumper 972-287-2999

54) Texas Department of Public Safety
Region 1 Headquarters-Holding Cell Area
350 West Interstate 30
Garland, TX 75043
Sgt. Tim Simmons 214-861-2157

55) UT Southwestern Medical Center Police Dept.
Room BLC 206, BLC 214, and BLC 228
5323 Harry Hines Blvd
Dallas, TX 75390-9027
Lt. Jason Bailey 214-648-8311

56) University Park Police Department
Room 215, 2nd floor
3800 University Boulevard
Dallas, TX 75205
Det. Ken Ardanowski 214-987-5360

57) Union Pacific Railroad
Police Department JPO Room
9211 Forney Road
Dallas, TX 75227
Landon McDowell 972-882-4001

58) Wilmer Police Department
Warrant Office and Patrol Room
219 E. Beltline Rd.
Wilmer, TX 75172
Sgt. Eric Pon 972-441-6565 Ext. 270

To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.

JUVENILE BOARD ORDER

ORDER NO: 2014-053

DATE: May 19, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 19th day of May, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Shannon

Judge Gracie Lewis

Paula Miller

Commissioner John Wiley Price

Judge Craig Smith

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

WHEREAS, the Juvenile Board is charged with the responsibility of designating Juvenile Processing Offices pursuant to Juvenile Justice Code 51.02 (12), 52.02 (a) and (b), 52.025 (a), 52.027 (f), 52.05 (a) and (b), 52.01 (a) and (c), 58.01 (4), 52.03 (d), 52.041 (c) and (d), and Article 15.27 of the Code of Criminal Procedures; and

WHEREAS, the Juvenile Board of Dallas County previously approved fifty-eight (58) Juvenile Processing sites; and

WHEREAS, the Highland Park Department of Public Safety has requested to modify their Juvenile Processing Office designation by designating one additional processing office and removing one already approved office; and

WHEREAS, the Highland Park Department of Public Safety has identified the "Report Writing Room" as the new office they would like to have designated as a processing office; and would like to keep previously designated office "Room 331", but eliminate previously designated "Interview Room"; and

WHEREAS, this establishment of Juvenile Processing Office at the Highland Park Department of Public Safety complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*; and

WHEREAS, a Juvenile Department official, Rudy Acosta, Deputy Director of Probation Services, has personally inspected this office at the Highland Park Department of Public Safety on April 29, 2014, and has determined this site suitable for a Juvenile Processing Office; and

WHEREAS, specific training, under the guidelines of Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice Delinquency and Prevention Act relating to the requirements of the Juvenile Processing Office unitization and operation was provided; the training also outlined the specifics associated with the handling of juveniles in the Juvenile Processing Office; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board does hereby formally designate the Highland Park Department of Public Safety's "Report Writing Room", located at 4700 Drexel Drive, Dallas, Texas 75205 as a Juvenile Processing Office.

DONE IN OPEN BOARD MEETING this 19th day of May, 2014.

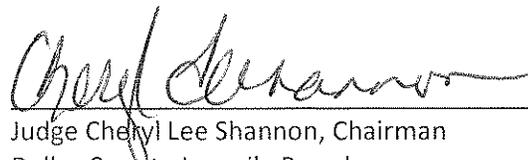
The forgoing Juvenile Board Order was lawfully moved by Commissioner John Wiley Price and seconded by Paula Miller, and duly adopted by the Juvenile Board on a vote of 5 for the motion and 0 opposed.

Recommended by:

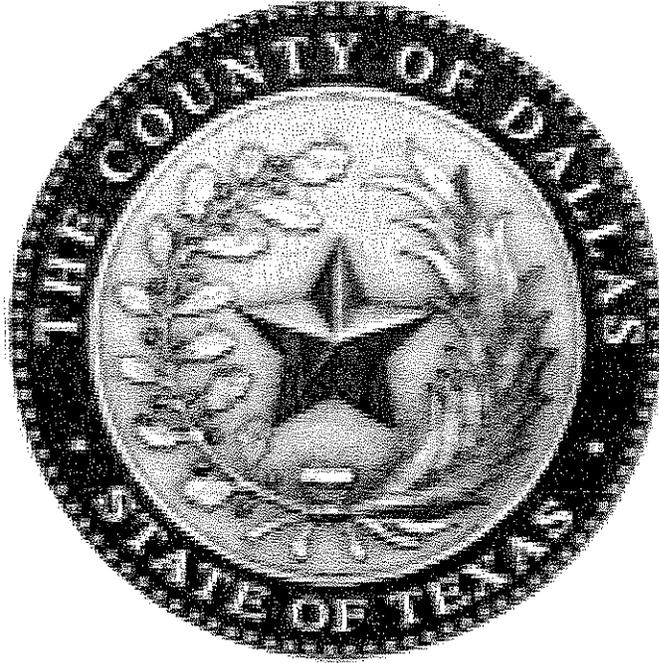
Approved by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

K.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: May 19, 2014

To: Dallas County Juvenile Board

From: Dr. Terry S. Smith, Director

Subject: Juvenile Processing Office Modification - Baylor Health Care Department of Public Safety

Background of the Issue:

Amendments passed during the 77th Legislative Session assigns the Juvenile Board the responsibility of designating Juvenile Processing Offices within Dallas County.

The Juvenile Board has previously approved fifty-eight (58) sites as Juvenile Processing Offices (see attached list). The Department regularly reviews sites to make appropriate additions, deletions, modifications, or amendments to this list. When the department is notified of the modification of a site, or receives a request from law enforcement for designation of a new site, we personally inspect the site and appraise the agency of their obligations and responsibilities when processing juveniles at the approved site.

Impact on Operations and Maintenance:

The Juvenile Department is requesting the Juvenile Board approve the following request for modification of a Juvenile Processing Office:

- The Baylor Health Care Department of Public Safety, formerly known as Baylor Hospital Police Department, has requested to modify their previously designated Juvenile Processing Office by adding one new office and removing the existing one. The previously designated "Briefing Room" located at 3510 Crutcher Street, Suite 200, Dallas, Texas 75246 is no longer being used, as the Baylor Health Care Department of Public Safety offices are located in a different building. The current building where the Baylor Health Care Department of Public Safety offices are located is 4005 Crutcher Street, Suite 100, Dallas, Texas 75246. Because of the location change, the Baylor Health Care Department of Public Safety is requesting the "Police Supervisor's Office," Room 100.10 – 100.13 be designated as the new Juvenile Processing Office. In addition, the Baylor Health Care Department of Public Safety is requesting the Juvenile Processing Office, previously designated as the "Briefing Room," at 3510 Crutcher Street, Suite 200, Dallas, Texas 75246 be taken off the active list.

The address for the proposed Juvenile Processing Office for the Baylor Health Care Department of Public Safety is 4005 Crutcher Street, Suite 100, Dallas, Texas 75246.

A Juvenile Department official, Rudy Acosta, Deputy Director of Probation Services, personally inspected the room proposed for designation on April 25, 2014, and has determined this sites suitable as a Juvenile Processing Office.

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative during the site visit. The training provided the Agency representative with information from Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice Delinquency and Prevention Act outlining the requirements of operating a Juvenile Processing Office and the specifics associated with the handling of juveniles in the Juvenile Processing Office. The training document was signed by the Agency representative and a copy will be maintained by the Juvenile Department.

Strategic Plan Compliance:

This Juvenile Processing Office designation complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*.

Legal Impact:

Law enforcement agencies must follow the Juvenile Justice Code and Code of Criminal Procedure guidelines when processing youthful offenders:

In conformance with Title 3 of the Texas Family Code § 52.025, the Juvenile Board of Dallas County has ordered the plans and guidelines of each law enforcement agency in Dallas County operating a Juvenile Processing Office be amended and adopted as follows:

SECTION 1. Any juvenile taken into custody and not released in the field by the officer shall be brought immediately to either an office or to an official designated site herein without unnecessary delay and without first being taken elsewhere. The juvenile shall not be permitted contact with any adult who is in custody, charged with, or convicted of a crime.

SECTION 2. The following are "offices or rooms designated by the Juvenile Board where a child who has been taken into custody may be taken pursuant to Section 52.02 and 52.025 of the Texas Family Code, and as such are designated as Juvenile Processing Offices;"

The Juvenile Board also requires Juvenile Processing Offices may be used to complete all investigative and administrative activities incident to the taking into custody of the child; said activities including, but not limited to the following:

- (1) The full investigation of each subject offense for which each child is taken into custody and all related offenses admitted to or alleged to be committed by said child, and may be used for temporary detention, for purposes of investigation of the identity and age of the juvenile, and for purposes of investigating and continuing the investigation of each subject offense and each related offense.
- (2) The completion of investigative and administrative paperwork concerning each subject and related offense and the taking of any oral, written, or magistrate confessions as may occur pertaining to each subject or related offense and for all other related investigative conduct such as fingerprinting, photographing, and other medical and/or scientific examinations or testing necessary to the investigation of the subject or related offenses.
- (3) The creation or completion of any essential forms and records, including, but not limited to, all police reports, offense reports, arrest reports, and supplements to said reports and other reports or records, required by the

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

Juvenile Court or Title 3 of the Texas Family Code or other law or the particular law enforcement agency's procedures.

- (4) The photographing and/or fingerprinting of the child as authorized by Title 3 of the Texas Family Code or other applicable law. Warnings may be issued to the child as required or permitted by Title 3 of the Texas Family Code or other applicable law. An oral or written statement of the child may be taken and warning given pursuant to Title 3 of the Texas Family Code either in said Juvenile Processing Office or before an official designated by the Juvenile Court in Section 3 of the order.
- (5) All administrative steps incident to the taking into custody of the child.

Recommendation:

The Juvenile Department recommends the Juvenile Board approve the designation of a new Juvenile Processing Office for the Baylor Health Care Department of Public Safety located at 4005 Crutcher Street, Suite 100, Dallas, Texas 75246, by approving the "Police Supervisor's Office" as a designated Processing Office.

Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

JUVENILE PROCESSING OFFICE DESIGNATIONS
DALLAS COUNTY JUVENILE BOARD

- 1) Addison Police Department
Juvenile Processing/Briefing Room
4799 Airport Parkway
Addison, TX 75248
Det. Karen Spenser 972-450-7137
- 2) Balch Springs Police Department
Juvenile/Holding Processing Room
12500 Elam Road
Balch Springs, TX 75180
Sgt. Gilbert 972-557-6036
- 3) Baylor Health Care Department of Public Safety – Police Supervisors Room
4005 Crutcher Street, Ste 100
Dallas, TX 75246
Asst. Chief Jesse Gomez/Det. Marlana Colvin
214-820-6193
- 4) Carrollton Police Department
Youth Services Section Room 119 & 112
2025 Jackson
Carrollton, TX 75006
Sgt. Bill Janecek/Joel Payne 972-466-9144
- 5) Cedar Hill Police Department
Rooms C-142, C-145, C-146, C-147,
C-219, C-220, C-221, C-222
285 Uptown Boulevard, Building 200
Cedar Hill, TX 75104
Lt. Steve Laferty 972-291-5181
Ext2048
- 6) Cedar Hill ISD Police Department
Cedar Hill High School-SRO Offices
(1)near cafeteria, (2)at Main Entrance
#1 Longhorn Blvd
Cedar Hill, TX 75104
Chief C.W. Burruss 972-291-1581
- 7) Cedar Hill ISD Police Department
W.S. Permenter Middle School
Room labeled as “SRO Office,”
located next to Front Office.
431 W. Parkerville Rd.
Cedar Hill, TX 75104
Chief C.W. Burruss 972-293-1581
- 8) Cedar Hill 9th Grade Center
Room labeled as “SRO Office”, located behind
Administration Area
1515 W. Beltline Road
Cedar Hill, Texas 75104 972-291-1581
- 9) Cedar Hill ISD Police Department
Bessie Coleman Middle School
“Police Office” and adjoining office
1208 Pleasant Run Rd
Cedar Hill, Texas 75104 972-291-1581
- 10) Cedar Hill Marshall’s Office
285 Uptown Boulevard, Room 7108
Cedar Hill, TX 75014
Marshall Leland Herron 972 291-1500 Ext.1048
- 11) Cedar Valley Community College Police Dept
Room F120-E
3030 North Dallas Avenue
Lancaster, TX 75134
Chief Tim Stewart 972-860-8287
- 12) Charlton Methodist Medical Cntr
3500 W. Wheatland – CID Office
Dallas, TX 75203
Lt. Kraft 214-947-7701
- 13) City of Combine Municipal Court
Combine Police Department

To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.

- Judge's Office, Chief's Office
123 Davis Rd.
Combine, Texas 75159 972-476-8790
- 14) Cockrell Hill Police Department
Juvenile Interview Room and Sergeants Office
4125 W. Clarendon Drive
Dallas, TX 75211
Sgt. Beckman 214-339-4141
- 15) Coppell Police Department
Room 141
130 S. Town Center Blvd.
Coppell, TX 75019
Det. Smith 972-304-3606
- 16) Dallas Independent School District Police
Department
Holding Rm, Detail Rm, and Detectives Off
1402 Seegar Street
Dallas, Texas 75215
Deputy Chief Gary Hodges 214-932-5610
- 17) DFW International Airport Police
Public Safety Station One, Conf. Rm 154
Small & Large Conference Room - CID
2900 E. 28th St.
DFW Airport, TX 75261
Sgt. Malcolm A. Moseley 972-574-5576
- 18) Dallas County Hospital District
Police Department
Police Roll Call Room
5201 Harry Hines Blvd.
Dallas, Texas 75235
Capt. Richard D. Roebuck Jr. 214-590-4330
- 19) Dallas County Juvenile Department
Truancy and Class C Enforcement Center
414 S.R.L. Thornton Freeway
Dallas, TX 75203
Marquita Fisher 214-860-4408
- 20) Dallas County Juvenile Department
Detention Center and Probation Dept.
Henry Wade Juvenile Justice Center
2600 Lone Star Dr.
Dallas, TX 75212 214-698-2200
- 21) Dallas County Sheriff's Department
Rooms C3-6 and C3-7
Frank Crowley Courts Building
133 N. Industrial Blvd.
Dallas, TX 75202
Detective Billy Fetter 214-653-3495
- 22) Dallas Police Department
Youth Division and Family Crimes
1400 S. Lamar, Rm 1W017
Dallas, TX 75201 214-671-3495
- 23) Desoto Police Department
Juvenile Youth Division
714 E. Beltline Rd.
Desoto, TX 75115
Det. W. Tillman 469-658-3028
- 24) Duncanville Police Department
Juvenile Processing Rooms "Located in Lobby"
203 E. Wheatland Rd.
Duncanville, TX 75116
Inv. Warren Evans 972-780-5037
- 25) Duncanville High School
Rooms L-105 and A118
900 W. Camp Wisdom Rd.
Duncanville, TX 75116
Inv. John Cole 972-708-3713
- 26) Duncanville Reed Middle School
Room #509
530 E. Freeman Road
Duncanville, TX 75116
Officer R.L. Perry 972-708-3949

To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.

- 27) Duncanville Byrd Middle School
Room #400F
1040 W. Wheatland Road
Duncanville, TX 75116
Inv. S. Ivy 972-708-3478
Patrol Sgt. Office, Squad Rm, CID Office, Lt. Office
550 E. Bear Creek
Glenn Heights, TX 75154
Det. Kevon L. Howard 972-223-3478

- 28) Duncanville Kennemer Middle School
Room labeled as "Police", located in Library.
7101 W. Wheatland Rd.
Dallas, Texas 75229
Inv. L. Holcomb 972-708-3713

- 29) Eastfield Community College Police Dept
Room #N112-E
3737 Motley Drive
Mesquite, TX 75150
Cpt. Michael Horak 972-860-8344

- 30) Eastfield Community College-Pleasant Grove
Campus Police Department
Room #112-N
802 S. Buckner Blvd.
Dallas, TX 75217
Cpt. Michael Horak 972-860-8344

- 31) Farmers Branch Police Department
Juvenile Sect Rm / Rm 156 / Interview Rm
3723 Valley View Ln
Farmers Branch, TX 75244
Sgt E.L. Stokes 972-919-9352

- 32) Garland Police Department
Room J1008 & J1015
1900 W. State Street
Garland, TX 75042
Lt. Joel Bettis 972-205-1689

- 33) Glenn Heights Police Department
Patrol Sgt. Office, Squad Rm, CID Office, Lt. Office
550 E. Bear Creek
Glenn Heights, TX 75154
Det. Kevon L. Howard 972-223-3478

- 34) Grand Prairie Police Department
Rooms J1, J2, J3, J4, J5, J6, 1009, 1010 & 1029
1525 Arkansas Lane
Grand Prairie, TX 75052
Deputy Chief Mike Taylor 972-237-8716

- 35) Grand Prairie Kennedy Middle School
School Resource Office
2205 SE 4th Street
Grand Prairie, TX 75051
Leon Roddy, S.R. Officer 972-237-8764

- 36) Grand Prairie High School
Room 511 A & B
101 High School Dr.
Grand Prairie, TX 75050
Off. David Hooper, S.R. Officer 972-870-5707

- 37) Grand Prairie High School
Ninth Grade Center, Room 201
102 High School Dr.
Grand Prairie, TX 75050
Off. Roy Morin, S.R. Officer 972-237-5603

- 38) South Grand Prairie High School
A Hall - Resource Office
301 W. Warrior Trail
Grand Prairie, TX 75052
Off. John Almazan, S.R. Officer 972-343-1507

- 39) South Grand Prairie High School
Ninth Grade Center, Room 401 C
305 W. Warrior Trail
Grand Prairie, TX 75052
Off. Briggs, S.R. Officer 972-343-7607

To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.

- 40) Highland Park Department of Public Safety
 Room 331 and Report Writing Room
 4700 Drexel Drive
 Dallas, TX 75205 and Dallas, TX 75209
 Detective Rusty Nance, 214-559-9306
 Lancaster, Texas 75134
 Chief Sam Allen 469-261-8889
- 41) Hutchins Police Department
 "Patrol Room"
 205 W. Hickman
 Hutchins, TX 75141
 Asst. Chief D.W. Landers 972-225-2225
- 42) Irving Police Department
 Municipal Court Room, 2nd Floor
 Juvenile Holding Area/Interview Lineup
 Juvenile Arraignment Court Room
 Irving, Texas 75061
 Investigator Jill Smith 972-721-6559
- 43) Lancaster Police Department
 Rooms A148 and B122
 1650 North Dallas Avenue
 Lancaster, TX 75134
 Asst. Chief W.C. Smith 972-218-2726
- 44) Lancaster ISD Police Department
 Elsie Robinson Middle School
 Room 'LISD Police'
 822 W. Pleasant Run
 Lancaster, Texas 75146
 Off. Keith Wilkerson 972-218-3086
- 45) Lancaster ISD Police Department
 Lancaster High School
 Room G123, Police Office, Room C126A
 200 Wintergreen Rd.
 Lancaster, Texas 75134
 Chief Sam Allen 469-261-8889
- 46) Lancaster ISD Police Department
 Headquarters
 Room 603
 814 W. Pleasant Run Rd.
- 47) Mesquite Police Department
 Rooms 1016, 1019, 1021, 1022, 2008, 4045,
 4047
 777 North Galloway Avenue
 Mesquite, TX 75149
 Lt. David Gill 972-816-8096
- 48) Methodist Medical Center PD
 1441 N. Beckley Ave, Front Lobby
 Dallas, TX 75203
 Lt. M.P. Barber 214-947-8181
- 49) Richardson Police Department
 Youth Crimes Unit/Interview Rm, Rm D-214
 140 N. Greenville Ave
 Richardson, TX 75081
 Sgt. Coby Pewitt 972-744-4924
- 50) Richland College Police Department
 Pecos Hall- Rooms P161, P162, P163, P170,
 P172, and Kiowa Hall- Room K110
 12800 Abrams Rd
 Dallas, TX 75243
 Sgt. Sena 972-761-6758
- 51) Rowlett Police Dept-Youth Division
 4401 Rowlett Road
 Rowlett, TX 75030
 Lt. David Nabors 972-412-6215
- 52) Sachse Police Department
 Juvenile Division & Youth Holding Area, Rooms
 116 and 118
 3815 Sachse Rd.
 Sachse, TX 75048
 Chief Richard Benedict 972-495-2271
- 53) Seagoville Police Department
 Law Enforcement Center Interview Room and
 Patrol Room

To assist referred youth in becoming productive,
 law abiding citizens, while promoting public safety and victim restoration.

600 North Highway 175
Seagoville, TX 75159
CID Det. AJ. Jumper 972-287-2999

54) Texas Department of Public Safety
Region 1 Headquarters-Holding Cell Area
350 West Interstate 30
Garland, TX 75043
Sgt. Tim Simmons 214-861-2157

55) UT Southwestern Medical Center Police Dept.
Room BLC 206, BLC 214, and BLC 228
5323 Harry Hines Blvd
Dallas, TX 75390-9027
Lt. Jason Bailey 214-648-8311

56) University Park Police Department
Room 215, 2nd floor
3800 University Boulevard
Dallas, TX 75205
Det. Ken Ardanowski 214-987-5360

57) Union Pacific Railroad
Police Department JPO Room
9211 Forney Road
Dallas, TX 75227
Landon McDowell 972-882-4001

58) Wilmer Police Department
Warrant Office and Patrol Room
219 E. Beltline Rd.
Wilmer, TX 75172
Sgt. Eric Pon 972-441-6565 Ext. 270

To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.

JUVENILE BOARD ORDER

ORDER NO: 2014-054

DATE: May 19, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 19th day of May, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Shannon

Judge Gracie Lewis

Paula Miller

Commissioner John Wiley Price

Judge Craig Smith

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

WHEREAS, the Juvenile Board is charged with the responsibility of designating Juvenile Processing Offices pursuant to Juvenile Justice Code 51.02 (12), 52.02 (a) and (b), 52.025 (a), 52.027 (f), 52.05 (a) and (b), 52.01 (a) and (c), 58.01 (4), 52.03 (d), 52.041 (c) and (d), and Article 15.27 of the Code of Criminal Procedures; and

WHEREAS, the Juvenile Board of Dallas County previously approved fifty-eight (58) Juvenile Processing sites; and

WHEREAS, the Baylor Health Care Department of Public Safety has requested to modify their Juvenile Processing Office designation by designating one additional processing office and removing one already approved office; and

WHEREAS, the Baylor Health Care Department of Public Safety has identified the "Police Supervisor's Office" as the new office they would like to have designated as a processing office; and eliminate previously designated "Briefing Room" as a processing office; and

WHEREAS, this establishment of a Juvenile Processing Office at the Baylor Health Care Department of Public Safety complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*; and

WHEREAS, a Juvenile Department official, Rudy Acosta, Deputy Director of Probation Services, personally inspected this office at the Baylor Health Care Department of Public Safety on April 25, 2014, and has determined this site suitable for a Juvenile Processing Office; and

WHEREAS, specific training, under the guidelines of Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice Delinquency and Prevention Act relating to the requirements of the Juvenile Processing Office unitization and operation was provided; the training also outlined the specifics associated with the handling of juveniles in the Juvenile Processing Office; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board does hereby formally designate the Baylor Health Care Department of Public Safety's "Police Supervisor's Office", located at 4005

Crutcher, Suite 100, Dallas, Texas 75246 as a Juvenile Processing Office.

DONE IN OPEN BOARD MEETING this 19th day of May, 2014.

The forgoing Juvenile Board Order was lawfully moved by **Paula Miller** and seconded by **Commissioner John Wiley Price**, and duly adopted by the Juvenile Board on a vote of **5** for the motion and **0** opposed.

Recommended by:

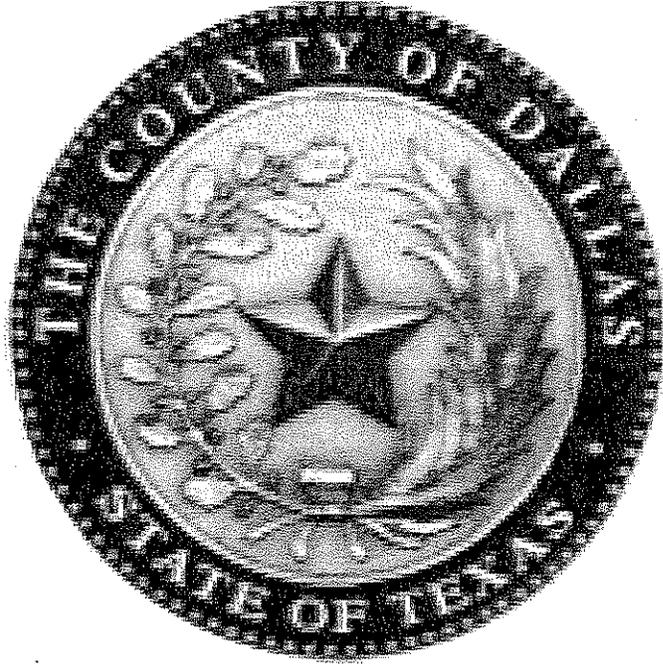
Approved by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

L.

PULLED



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: May 19, 2014

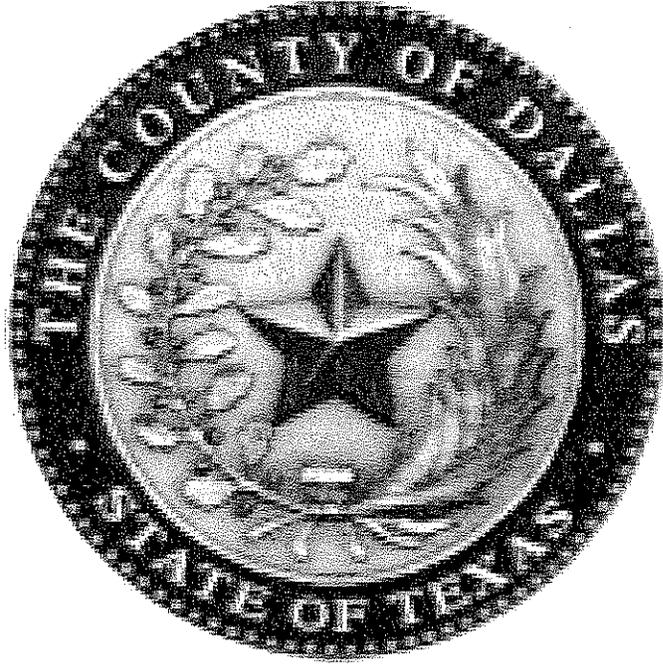
To: Dallas County Juvenile Board

From: Dr. Terry S. Smith, Director

Subject: Any subsequent action deemed necessary as a result of Executive Session

Background

Any subsequent action deemed necessary as a result of VIII – Governmental liability concerning community service.



AGENDA ITEM

N.

ACADEMY FOR ACADEMIC EXCELLENCE

PROGRAM REPORT

April 2014

DISTRICT UPDATE

DRC Student Intern Update

All three remaining interns have made the A/B Honor Roll. Erica had perfect attendance for the month of April. There was a combined total of 243 community/campus service hours performed by the interns during the month of April. Each intern continues to actively participate in Day Reporting Center New Student Orientation weekly; they present the student responsibilities and provide personal accounts of how to be successful within the program.

State Testing Update

State Testing for April, while quite busy, was very successful. The different campuses completed a wide array of tests from April 1 through April 24. Grades 3-8 took reading, writing, math, science and social studies. Our high school students took their End of Course (EOC) Exams for English I and English II at the beginning of April and had a chance to re-test at the end of the month if they were unsuccessful the first time. In addition, a few of our high school students were taking Texas Assessments of Knowledge and Skills. Although this month has been busy, the teachers and students continue to prep for the upcoming Algebra I, Biology, and US History EOCs and our 5th and 8th grade students will have another try at passing the Math and Reading in May.

Youth First Basketball League Update

It has been a successful start so far with the basketball league for the month of April. The boys are really enjoying it. Below is the schedule and the results of what took place over the month.

DCJD YOUTH BASKETBALL LEAGUE

WEEK 1 (APRIL 13, 2014)

8TH STREET BOYS(D6)	27	BALLATICIANS(D7)	17
MUSTANGS(D4)	Won	HEAT(D5)	Forfeit
X-TREME(D1)	12	WARRIORS(D2)	16
ENFORCERS(SNU)	2	COUGARS(DRC)	27

WEEK 2 (APRIL 20, 2014) HAPPY EASTER – NO GAMES

WEEK 3 (APRIL 27, 2014)

EAGLES(JJAEP)	38	BALLATICIANS(D7)	21
COUGARS(DRC)	16	MUSTANGS(D4)	12
WARRIORS(D2)	Won	HEAT(D5)	Forfeit
8TH STREET BOYS(D6)	Won	ENFORCERS(SNU)	Forfeit

WEEK 4 (MAY 4, 2014)

COUGARS(DRC)	23	BALLATICIANS(D7)	17
8TH STREET BOYS(D6)	41	MUSTANGS(D4)	16
WARRIORS(D2)	25	EAGLES(JJAEP)	17
X-TREME(D1)	Forfeit	HEAT (merged)	Won

WEEK 5 (May 11, 2014) – Mother's Day No Games

Week 6 (May 18, 2014)

X-TREME(D1)	VS.	MUSTANGS(D4)	2:00 pm
WARRIORS(D2)	VS.	BALLATACIANS(D7)	3:00 pm
COUGARS(DRC)	VS.	8TH STREET BOYS(D6)	4:00 pm
EAGLES(JJAEP)	VS.	HEAT(merged)	5:00 pm

WEEK 7 (MAY 25, 2014) – MEMORIAL WEEKEND – NO GAMES

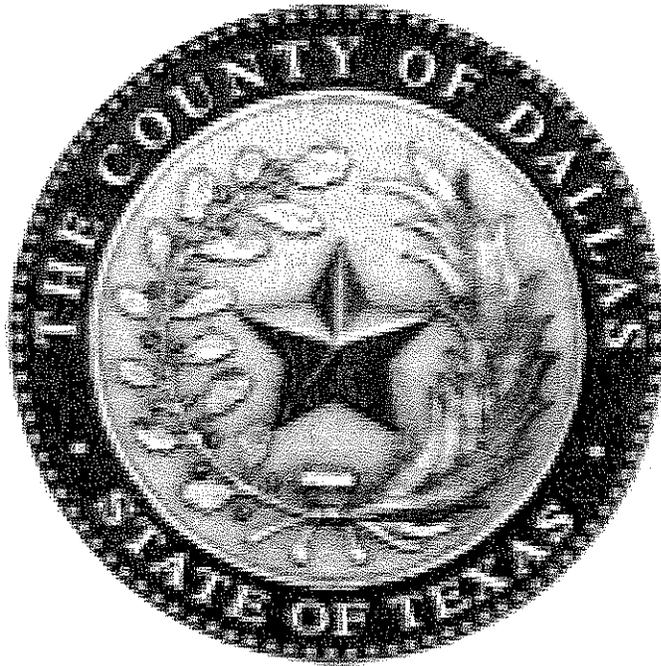
Week 8 (JUNE 1, 2014)

WARRIORS	VS.	MUSTANGS(D4)	2:00 pm
COUGARS(DRC)	VS.	EAGLES (JJAEP)	3:00 pm
BALLATACIANS (D7)	VS.	HEAT (merge)	4:00 pm
8TH STREET BOYS(D6)	VS.	X-TREME(D1)	5:00 pm

PLAYOFFS FOR ALL TEAMS – JUNE 8TH, 2014

North Texas Food Bank

The month of April has been a good month for our partnership with the North Texas Food Bank. There were 29 boxes delivered to SAU along with applications, plus 24 bottles of juice delivered. There were 64 boxes distributed to JJAEP along with applications. We have also distributed boxes to several District offices as well as Medlock and Letot. There were 36 boxes distributed to Youth Village. Summer food ordering has been successfully completed and we are prepared to handle the needs of our families during this time.



AGENDA ITEM

0.



**DALLASCOUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: May 19, 2014
To: Academy for Academic Excellence School Board
From: Dr. Terry S. Smith, Director
Subject: Academy for Academic Excellence Budget Amendment #7

Background of Issue:

The original budget for the Academy for Academic Excellence (AAE) was presented and approved on June 24, 2013. This briefing seeks authorization to accept the Instructional Materials Allotment (IMA) funds allotted to AAE and to make line item adjustments in Title I, Part A (Summer school funding) that will meet the needs of the campuses and the district.

Instructional Materials Allotment:

The Instructional Materials Allotment provides funding for instructional materials, technological equipment and technology-related services that are approved by the Texas Education Agency. The IMA funds are allocated for a one year or multi-year period. During the 2012-2013, the school incurred a prior year remaining balance of \$30,151.04 which was carried over into the 2013-2014 school year. The state allotment for the 2013-2014 school year is \$45,714.20, which gave the AAE a total allotment of \$75,865.24. In April 2014, additional funds were allocated to the Charter's IMA (Instructional Materials Allotment) account to be used for the the 2014-2015 school year bringing the total amount of \$97,525.21. These funds will be utilized within TEA guidelines.

• Beginning Balance Acct 410 (IMA)	\$ 75,865.00
• Additional Funds	<u>\$ 21,660.21</u>
• Ending Balance	\$ 97,525.21

Title I, Part A:

Summer School Program - (Line Item 1025)

Funding for Summer School Program, which consist of Accelerated Instruction, GED and Credit Recovery, will be provided at various campuses throughout the school district. A total of \$20,000 will be reallocated to fund 837 hours of summer school teacher salaries out of line item 1025. Teachers will earn up to 20.00/hr. for up to 20 hours per week for Six (6) weeks.

• Decrease Salary due to salary lag (1020)	\$ 10,000
• Decrease Trainings due to a lack of conferences (2460)	\$ 10,000
• Increase in Supplemental Pay (1025)	\$ 20,000

Strategic Plan Compliance:

This request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system.

Legal Information:

As the Academy for Academic Excellence School Board for the Academy for Academic Excellence Charter School, the School Board has operational and fiscal responsibility and must approve amendments to the original budget, as well as, purchase authorizations.

Financial Impact/Considerations:

There is no financial impact to Dallas County. All funding comes from the Texas Education Agency (TEA) and Federal Grants.

Performance Impact Measures:

There are no specific performance measures.

Project Schedule/Implementation:

The current budget began September 1, 2013 and will be in effect until August 31, 2014.

Recommendation:

It is recommended that the Academy for Academic Excellence School Board accept and receive the additional IMA funding and make item line adjustments to Title I, Part A.

Recommended by:


Dr. Terry S. Smith, Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2014-055

DATE: May 19, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 19th day of May, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Shannon

Judge Gracie Lewis

Paula Miller

Commissioner John Wiley Price

Judge Craig Smith

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

WHEREAS, the original budget for the Academy for Academic Excellence (AAE) was presented and approved on June 24, 2013. This briefing seeks authorization to accept the Instructional Materials Allotment (IMA) funds allotted to AAE and to make line item adjustments in Title I, Part A (Summer school funding) that will meet the needs of the campuses and the district ; and

WHEREAS, the Instructional Materials Allotment provides funding for instructional materials, technological equipment and technology-related services that are approved by the Texas Education Agency. The IMA funds are allocated for a one year or multi-year period. During the 2012-2013, the school incurred a prior year remaining balance of \$30,151.04 which was carried over into the 2013-2014 school year. The state allotment for the 2013-2014 school year is \$45,714.20, which gave the AAE a total allotment of \$75,865.24. In April 2014, additional funds were allocated to the Charter's IMA (Instructional Materials Allotment) account to be used for the 2014-2015 school year in the amount of \$97,525.21. These funds will be utilized within TEA guidelines; and

WHEREAS, Title I, Part A: Summer School Program - (Line Item 1025), funding for Summer School Program, which consist of Accelerated Instruction, GED and Credit Recovery, will be provided at various campuses throughout the school district. A total of \$20,000 will be reallocated to fund 837 hours of summer school teacher salaries out of line item 1025. Teachers will earn up to 20.00/hr. for up to 20 hours per week for Six (6) weeks. We also seek authorization to fund one administrator at \$25.00/hr. to oversee the entire Summer School Program.

WHEREAS, this request complies with Vision 3: *Dallas is safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system; and

WHEREAS, as the Academy for Academic Excellence School Board for the Academy for Academic Excellence Charter School, the School Board has operational and fiscal responsibility and must approve amendments to the original budget, as well as, purchase authorizations.

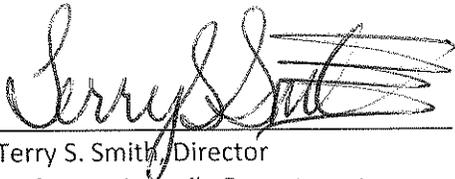
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence School Board accept and receive the additional IMA funding and make item line adjustments to Title I, Part A.

DONE IN OPEN BOARD MEETING this 19th day of May, 2014.

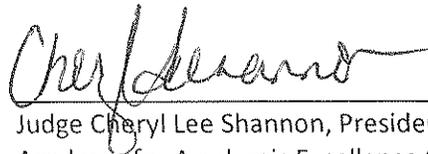
The forgoing Juvenile Board Order was lawfully moved by **Commissioner John Wiley Price** and seconded by **Paula Miller**, and duly adopted by the Juvenile Board on a vote of **5** for the motion and **0** opposed.

Recommended by:

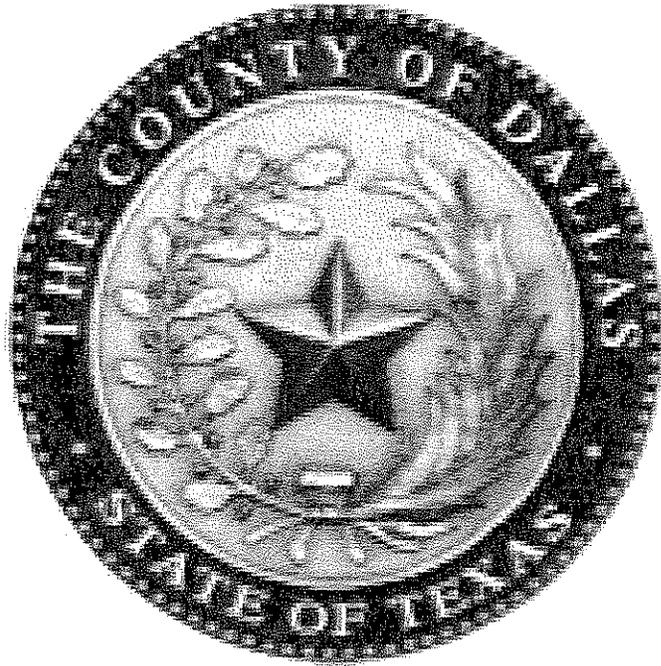
Approved by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department



Judge Cheryl Lee Shannon, President
Academy for Academic Excellence School Board



AGENDA ITEM

P.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: May 19, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Amended AAE Special Education Services Contract with DAS

Background of Issue:

In March 2008, the Dallas County Juvenile Board gave authorization for the Dallas County Juvenile Department to assume management of the special education components of the Dallas County Juvenile Justice Charter School (DCJCS) in a bid to increase accountability and relatedly ownership of the provision of special education programming. At that time, it was posited that assuming management of the special education programming would result in improved productivity and communication, both of which are critical with regard to providing quality services and ensuring that the gaps in services to students are minimized. To this end, the Dallas County Academy for Academic Excellence Charter School staff has been working cohesively with the previous contracted provider of special education services, Diagnostic Assessment Services (DAS). The purpose of this brief is to request to amend the current contract agreement with DAS in order to allow for increased expenditures this school year. This contract, approved at the August, 2013 Juvenile Board meeting, originally allowed for a maximum cumulative payment of \$15,000, but due to the increased, unforeseen need for special education services, this contract amendment raises the maximum allowed to \$30,000.

Impact on Operations and Maintenance:

The area of special education is a highly regulated and precise field that requires close monitoring. Dallas County Academy for Academic Excellence Charter School staff will be responsible for monitoring the professional services contract with DAS and ensuring compliance with state and federal laws. The DAS professional services contract for the Dallas County Academy for Academic Excellence School Board includes consultation services, as well as a provision allowing for the availability of professional staff (if needed) to assist with educational testing and instructional/related services (e.g., counseling and audio logical services, as well as physical, occupational, and speech therapies).

Strategic Plan Compliance:

This request complies with Vision 3: Dallas County is *safe, secure, and prepared*, by coordinating programs and systems to reduce crime and maximizing the effectiveness of the County's criminal justice and educational resources. The contract has been submitted and approved to form by Denika Caruthers in the Dallas County District Attorney's Office, Civil Section.

Legal Information:

There will be no legal impact attributable to the approval of the current professional services contract. Special education is a program mandated by federal and state guidelines which offers specifically designed instruction at no cost to parents or students to meet the unique needs of a child with a disability. As part of the specifically

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

214-698-2200 Office 214-698-5508 Fax

designed instruction, Individual Education Plans (IEPs) are developed and implemented to provide direct and consultative services by certified and licensed professionals. Provisions in the contract allow for certified and/or licensed professionals to supplement the Dallas County Academy for Academic Excellence staff and fulfill the requirements outlined in the IEP. The current contract does not require a bid process. The contract has been approved as to form by the Assistant District Attorney, Mrs. Denika Caruthers, Civil Section.

Financial Impact/Considerations:

The current professional services contract's fee structure for the 2013-2014 year consists of the option to contract for instruction, evaluative, or related services on a fee for service basis, not to exceed \$30,000. It is noted that the typical rate for the provision of these services is \$90.00 per hour, the rate proposed in this professional services contract. It is noted that the DCAAE will exercise due diligence and fiscal responsibility in monitoring this while balancing the needs of the students. The contract rates exceed the range for professional services that were previously approved by the Board, and will require the expenditures of additional funds; however, the funds are designated in the Individuals with Disabilities Education Act grant awarded through the Texas Education Agency.

Performance Impact Measures:

During the 2012-2013 school year, the DCAAE conducted Admission, Review, and Dismissal Committee meetings for twenty-two(22) students receiving speech services; two (2) students receiving audiological services; and two (2) students receiving both speech and audiological services. All of the students were referred to DAS to determine the appropriate services needed (i.e. direct, consultative, or dismissal). Of the thirty (30) students receiving speech services, twenty-nine (29) received direct services from DAS. An average of 1243 minutes of direct services and 78 minutes of indirect services for speech were rendered each six weeks. Approximately 160 minutes of indirect audiological services were rendered for the school year. In its original form, this contract allowed for a maximum cumulative payment of \$15,000, but due to the increased, unforeseen need for DAS services, this contract amendment raises the maximum to \$30,000.

Project Schedule/Implementation:

The term of the professional services contract shall be effective from September 1, 2013 through August 31, 2014, unless terminated earlier as stipulated in the contract.

Recommendation:

It is recommended the Dallas County Academy for Academic Excellence Charter School Board approve the amended professional services contract and grant authorization to pay for pending invoices for special education instructional, related, and assessment services with Diagnostic Assessment Services for the 2013-2014 school year.

Recommended by:



Dr. Terry S. Smith Director
Dallas County Juvenile Department

PROFESSIONAL SERVICES CONTRACT

FOR SPECIAL EDUCATION INSTRUCTIONAL, RELATED, AND/OR ASSESSMENT SERVICES

TO THE DALLAS COUNTY ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL

BETWEEN

THE DALLAS COUNTY JUVENILE BOARD

AND

DIAGNOSTIC ASSESSMENT SERVICES

1. PURPOSE:

This Professional Services Contract is entered into for the purpose of providing special education instructional (e.g., speech, audiological), related (occupational, physical, counseling), and assessment services for the students enrolled in the Dallas County Academy for Academic Excellence (AAE) Charter School ("DCJCS") between the Dallas County Juvenile Board ("DCJB") and the Diagnostic Assessment Services ("Contractor") at sites chosen by the Dallas County Juvenile Board.

The Texas Education Code ("TEC"), Chapter 12, Subchapter D, authorizes the State Board of Education ("SBOE") to grant charters for open enrollment charter schools to eligible entities. The DCJB is an eligible entity within the meaning of the statute and was granted a charter by the SBOE. The charter authorizes the DCJB to operate the DCJCS at all residential facilities, and the nonresidential programs at the Substance Abuse Unit ("Day Treatment Program") and the Day Reporting Center/Transition Campus. The Juvenile Department will serve as the designated County agency to oversee and manage operations on behalf of the County and DCJB.

2. TERM

The term of this Professional Services Contract shall be effective from September 1, 2013 through August 31, 2014, unless terminated earlier under any provision thereof. This Contract may be renewed annually on the same terms and conditions upon written mutual agreement of the parties.

3. RELATIONSHIP OF PARTIES:

Contractor is an independent contractor and not an agent, servant, joint enterprise or employee of the County. Contractor represents that it has, or will secure at its own expense, all personnel and consultants required in performing the services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the County.

4. ENTIRE CONTRACT

This Contract, including all Exhibits, and Addendum, constitutes the entire Contract between the parties hereto and supersedes any other Contract concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal or other alteration of this Contract shall be effective unless

mutually agreed upon in writing and executed by the parties hereto.

5. ORDER OF PRECEDENCE

In the event of any inconsistency between the provisions of this Contract and any verbal assertions, it is agreed by all parties that the provisions of this Contract shall take precedence.

6. SCOPE OF WORK

A. Contractor agrees to provide special education consultation and assessment services for students, ages ten (10) years and up to the Students, enrolled in the DCJCS. Such consultation and assessment services shall include, but is not limited to the following:

1. Instructional Services

Certified personnel delivering instructional services such as speech and audiological services will participate in all Admission, Review, and Dismissal (ARD) committee meetings, provide services within the designated area of the disability for identified students, complete comprehensive assessments as referred by DCJCS staff, consult with education teachers and staff concerning students receiving services, and remain abreast of the changes within their respective fields, as well as best practices currently taking place in the state.

2. Assessment Services

A comprehensive monolingual or bilingual assessment will be completed within legal guidelines identifying the needs of each individual referred for evaluation in one or more of the following areas: speech and language processing; cognitive/intellectual; emotional; adaptive behavior; math; motor; written language; behavior; social skills; and reading.

3. Related Services

Related Services Personnel will provide any required and requested related services to identified students. These individuals will conduct initial or reevaluation assessments as needed, provide formal assessments for each referred student when appropriate, and submit required documentation to the ARD committee. Related services personnel include, but are not limited to occupational therapist, physical therapist, adaptive physical education staff, as well as counseling staff.

4. Program Management

DAS will support and consult with the special education director over legal, instructional, and related services implementation.

B. The Contractor agrees to provide direct, instructional, and consultative services as well as technical expertise in his/her specific area of education and certification in accordance with Federal and State guidelines. Consultative services include, but not limited to, collaboration with teachers and other education staff as well as development of strategies to assist in the education process. The Contractor also agrees to participate in Admission, Review, and Dismissal committee meetings, conduct appropriate assessments as well as provide evaluation reports, develop and update Individual Education Plans, and provide any other needed services not specified.

C. In the event that additional Facilities and/or Programs are developed by the Juvenile Department during the term of this Contract, the Contractor agrees to provide the same or similar services at the request of the Dallas County Juvenile Board. Services at additional sites will be provided utilizing the existing terms and rate agreed to in this Contract. All parties agree to negotiate an amendment to the terms and rate of the Contract based on the following:

1. If the scope of the services requested are significantly different from the services specified within this Contract; and/or
2. If the implementation of the new Program/Facility would require significantly more resources and/or funding than provided for in this Contract.

7. OBJECTIVES

CONTRACTOR agrees to provide the consultation and services in such a manner that is in compliance with the provisions of the Texas Education Code and all other applicable state and federal laws. The consultation and services must be provided based on high standards of accountability and performance.

The specific objectives of the consultation and services are to produce the following outcomes:

- a. Provide written documentation and observable data to demonstrate proof of service.
- b. To assist educational staff in offering appropriate educational services for the student.
- c. Other duties within the scope of licensure and/or certification.

8. BINDING EFFECT

This Contract and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; provided, however, that County, its successors and assigns shall be obligated to perform County's covenants under this Contract only during, and in respect of their successive periods as County during the term of this Contract.

9. SEVERABILITY

If any provision of this Contract shall be held invalid, void, or unenforceable, remaining provisions hereof shall not be affected or impaired and such remaining provisions shall remain in full force and effect.

10. DEFAULT/WAIVER/MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare default or delays in taking any action. Pursuit of any remedies set forth in this Contract does not preclude pursuit of other remedies in this Contract or provided by law. Contractor has a duty to mitigate damages.

11. RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this Contract are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

12. BINDING CONTRACT / PARTIES BOUND

Contractor warrants and certifies that Contractor has full authority to execute this Contract.

13. HEADINGS

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Contract.

14. NUMBER AND GENDER

Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

15. COUNTERPARTS

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

16. AMENDMENTS

This Contract may be amended during the term of same, and any such amendments shall be in writing and duly executed by the parties hereto. No amendment to this agreement shall become effective and County bound by such amendment until approved by formal order of the Dallas County Juvenile Department.

17. FUNDING AND FEES FOR SERVICES

County agrees to compensate Contractor for approved budget expenses incurred, subject to the following limitations:

A. The maximum total not-to-exceed amount to be paid under this Contract will be Thirty thousand dollars and no 00/1 00 (\$30,000.00). Contractor will be paid based on the number of hours and part thereof (measured in tenths of an hour) times the hourly rate, which is negotiable between Contractor and County. Basis for the negotiations will be the Contractor's levels of expertise and experiences, as well as number of years in specific job related duties. The hourly rate will not exceed ninety dollars and no cents (\$90.00).

B. County will only be obligated to pay those funds as specified and expended in accordance with the Contract as set forth in part clause 17 part A above.

C. County will make payment to Contractor upon receipt of a verified and proper billing in accordance with Texas Government Code, Chapter 2251.

D. CONTRACTOR shall submit to the County a Billing Statement of Services ("Statement") provided for the preceding month in a format that is acceptable to the County. This Statement shall be submitted no later than the tenth (10th) business day after the end of each month. Contractor agrees to submit complete, fully documented and accurate billings, which will include dates of service and respective time (in hours) charged per date, visit, and travel away from place of residence to deliver services to include destination and inclusive dates of travel.

E. CONTRACTOR shall certify and swear that each Statement is true, correct, owed and unpaid. The County shall be responsible for reviewing Statements and processing them for payment. However, County's review shall not relieve CONTRACTOR of its obligation to correctly submit any and all Statements and related information. All parties agree to process all correctly submitted and accurate Statements so that CONTRACTOR

receives payment within thirty (30) days of receipt. Included with this invoice will be a statement indicating Minority/Women Business ("M/WBE") compliance by CONTRACTOR and dollar amount.

F. Any dispute between the parties regarding County's payments to Contractor for services rendered under this Contract will be resolved by the County Auditor. In the event that the Contractor is dissatisfied with the decision of the County Auditor, such controversy shall be submitted to the Juvenile Board, whose decision shall be final.

G. CONTRACTOR understands and all parties agree that this Contract is expressly contingent upon the receipt of funds by County for implementation and operation of the DCJJCS from the TEA. The parties agree that in the event sufficient funds are not available from the TEA to meet the obligations set forth herein, this Contract will terminate at the sole discretion of County. If this Contract terminates for lack of funds, CONTRACTOR shall be entitled to payment for services provided prior to the date of termination. Temporary interruptions in funding and County requested suspensions of services, as mutually agreed upon by all parties in writing, shall not result in Contract termination.

18. REPORTING

As applicable and mutually agreed upon at any time, County and Contractor can choose to communicate all reporting requirements by compatible electronic means.

Monthly Reports: Contractor will provide a monthly report by the end of the tenth (10th) calendar day of the month to the County. This monthly report should include, but is not limited to, the following information:

1. the number and type of assessments conducted during the previous month
2. the number and type of ARDs participated in during the previous month
3. the number of students serviced;
4. an up-to-date staff roster with positions, titles, and licensure/certifications;
5. date, duration, and frequency of sessions conducted by type (e.g., direct and/or consult) and provider's name and discipline; and

19. REPORTING AND ACCOUNTABILITY

A. REPORTING: Contractor agrees to submit all required documentation on a timely basis. Penalties for delinquent reports may include withholding of payments until such time all reports are received, cancellation of the Contract with no obligation to pay for undocumented services, or both.

B. ACCESS TO AND RETENTION OF RECORDS: Contractor agrees the County, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, digital files, or other records of Contractor that are pertinent to the award, in order to make audit, examinations, excerpts, transcripts and copies of such documents. This right *also* includes timely and reasonable access to County fiscal and program personnel for the purpose of reviewing, interviewing, evaluating and monitoring related to such documents. Contractor's failure to perform its obligations, duties, and responsibilities in accordance with all terms and conditions of this Contract may result in termination of this Contract and will be considered in any future allocations of grant funds administered by County. All client records are the property of the County. County retains the right to have access to the Contractor's records or obtain copies for

audit, litigation, or other circumstances that may arise. Any disclosure or transfer of records shall conform to the confidentiality provisions contained in FERPA, as well as, this Contract. Original documents and records generated during the scope of employment shall be transferred to the DCJCS after the termination of the contract period. If any litigation, claim, or audit involving these records begins before the mandated retention period, which is seven (7) years after the age of majority or the student's exit from special education, expires, the Contractor shall be called in to verify records and services rendered.

C. INDEMNITY AND BONDING: Contractor assures that it is an independent CONTRACTOR and not an agent, servant, or employee of County. Contractor agrees that it will protect, defend, indemnify, and save whole harmless County and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by person, persons, or property, on account of, or arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or subcontractor of the Contractor in the execution or performance of this Contract.

Contractor further agrees to the extent allowed by Texas law to protect, indemnify and hold County harmless against and from any and all claims and against and from any losses, costs, damages, judgments or expenses, including attorney's fees arising out of the breach of any of the requirements and provisions of this Contract or any failure of Contractor, its employees, officers, agents, subcontractors, invitees, or assigns in any respect to comply with and perform all of the requirements and provisions hereof.

Approval and acceptance of Contractor's work by the County shall not constitute nor be deemed a release of the responsibility and liability of the Contractor, its employees, subcontractors, agents and Contractors for the accuracy and competency of their work; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the work prepared by the Contractor, its employees, subcontractors, agents or Contractors. In this regard, the Contractor shall defend, hold harmless and indemnify the County for damages resulting from such defects, errors or omissions. It is also the Contractor's full responsibility to provide correct documentation of work provided within five (5) days after awareness of knowledge of defects, errors, or omissions.

20. SUBCONTRACTING

A. Contractor may not enter into agreements with subcontractors for delivery of the designated services outlined in this Contract without prior written consent of the County. The costs of all subcontracted services are included in the fees paid herein, unless otherwise stated. In selecting subcontractors, Contractor shall ensure that existing community-based organizations are utilized to the fullest extent possible.

B. Subcontracts, if any, entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that it will be responsible to County for the performance of any subcontractor. Also, Contractor shall pay all subcontractors in a timely manner.

C. Any subcontractors identified are also subject to the guidelines herein.

21. FACILITIES

A. Facility Locations: The DCJCS and JJAEP will be operated in the following sites which are owned, operated, and/or maintained by the County:

1. Juvenile Detention Center, 2600 Lone Star Drive, Dallas, Texas 75212;
2. Marzelle C. Hill Transition Center, 2600 Lone Star Drive, Dallas, Texas 75212;
3. Letot Center, 10505 Denton Drive, Dallas, Texas 75220;
4. START program, 2600 Lone Star Drive, Dallas, Texas 75212;
5. Residential Drug Treatment Unit, 2600 Lone Star Drive, Dallas, Texas 75212
6. Substance Abuse Unit, 414 S. R. L. Thornton Freeway, Dallas, Texas 75203;
7. Lyle B. Medlock Center, 1508-A Langdon Road, Dallas, Texas 75241;
8. Youth Village, 1508-A Langdon Road, Dallas, Texas 75241;
9. Day Reporting Center, 1673 Terro Colony, Dallas, Texas 75212

B. The cost for providing space within the Program Facilities, including utilities and maintenance, is provided for by the County. The County will allow for the use of the Facilities listed in Paragraph A of this Section at no additional charge to the Contractor.

C. Due to the limited office space that is available within the institutions and Facilities of the Program, there is limited administrative office space available for Contractor use. If the Contractor determines that a need for additional off-site administrative office space exists, all expenses incurred in the procurement and use of such administrative office space will be the responsibility of the Contractor as part of the quoted rate provided for in Section 9 of this Contract.

D. All use of any real property, Facility, buildings or personal property owned by County shall be in accordance with all County policies, as amended.

22. EQUIPMENT AND DURABLE GOODS

A. Contractor shall provide, at no additional cost to the County, all materials, equipment and durable goods necessary to fulfill the obligations of this Contract, including but not limited to: computers, printers, office supplies, testing supplies, training supplies, and educational software. As this is a professional services contract, the Contractor will not receive reimbursement for the cost of materials, equipment and durable goods other than the quoted rate as noted in Section 9 of this contract, unless expressly provided for in this Contract. Contractor shall maintain, at its sole cost and expense, replacement cost insurance on all personal property in an amount to fully compensate Contractor in the event of any casualty or theft.

B. All equipment for which the Contractor is reimbursed, directly or through the quoted rate as noted in Section 8 of this contract will be the sole property of the DCJCS and the DCJB. At the time of the expiration of this Contract, all property so reimbursed will remain in the possession of the County.

C. As a result of legislative changes, all property purchased with funding from the TEA after September 1, 2001, is the property of the DCJCS and the DCJB.

23. COOPERATION

A. Contractor shall cooperate with the County in the on-going operation of the DCJCS. This cooperation shall include, but not be limited to: maintaining contact and promptly furnishing requested and required information to County staff assigned to the DCJCS; and granting access

to student records and documentation, as needed by the County.

B. Contractor shall cooperate with all reasonable requests from representatives of the Education Services Unit. Such requests may include, but not be limited to, additional data or statistical analysis, or follow-up related to transitional services.

C. Upon notice of termination and/or expiration of this Contract, the County shall immediately have the right to audit any and all records of Contractor. Moreover, upon termination and/or expiration date of this Contract, Contractor agrees to vacate all Facilities in a cooperative manner and provide anything requested from the County, including, but not limited to the following, upon date of termination and/or expiration.

24. HEALTH AND SAFETY STANDARDS

Contractor will comply with all applicable city, county, and State health and safety codes and ordinances and regulations governing any activity as contemplated herein as requested by the County.

25. INDIVIDUALS WITH DISABILITY EDUCATION ACT (IDEA)

A. 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 offered by Contractor in operating the Program pursuant to the requirements of this Contract.

B. Contractor shall comply with all State and federal requirements relating to the IDEA. Contractor will be responsible for participating in the admissions, review, and dismissal committees for the DCJCS to determine the instructional and related services to be provided at the Program by the Contractor.

26. REALLOCATION OF FUNDS

Contractor recognizes that the DCJD may reallocate all or part of the funds under this Contract due to non-achievement of professional services, or other just cause during the Contract period. The County allocation/reallocation policy will be utilized in determining an alternate Contractor. Contractor shall immediately notify the person designated by the Dallas County Juvenile Department, of any problems, delays, or adverse conditions which will affect the ability of the Contractor to perform its obligations under this contract. Any such notice shall include a statement of actions taken or contemplated to be taken by the Contractor to resolve such problems, delays, or adverse conditions.

27. ASSURANCES

A. Contractor assures that no person will, on the grounds of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part under this agreement.

B. Incorporated by reference the same as if specifically written herein are the rules, regulations, and all other requirements imposed by law including, but not limited to, those pertinent rules and regulations of the United States of America and State of Texas or any political subdivision.

C. Contractor assures it will not transfer or assign its interest in this Contract without written consent of County.

D. Contractor, by acceptance of funds provided under this Contract, agrees and ensures that personnel paid from these funds are duly licensed and/or qualified to perform the required services. Contractor further agrees and ensures that all program and/or facility licenses necessary to perform the required services are current and that County will be notified immediately if such licenses become invalid during the term of this Contract.

E. Contractor assures that funds under this grant will not be used for lobbying Congress, the legislature, or any agency in connection with a particular contract.

F. Contractor agrees to comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. SS 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.S 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. SS 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) that may apply.

G. Contractor will comply with Public Law 103-333, Section 508, which requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state the percentage of the total costs of the program or project that will be financed with federal money, the dollar amount of funds for the total project or program, and the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

H. Failure to comply with any of the signed assurances may jeopardize the continuation of this Contract and may result in disallowance of funds and withholding of future awards.

I. The person(s) signing and executing this Contract on behalf of Contractor, or representing themselves as signing and executing this Contract on behalf of Contractor do hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to execute this Contract on behalf of Contractor and to validly and legally bind Contractor to all terms, performances and provisions herein set forth.

J. Contractor will comply with the requirements of the Immigration Reform and Control Act of 1986, 8 USC 1324a(b)(1) and Immigration Act of 1990, 78 USCA 1101, regarding employment verification and retention of verification forms for any individual hired on or after November 6, 1986, described in this application who will perform labor or services.

K. Contractor understands that reimbursement for costs under this Contract shall be in accordance with all applicable state and federal rules, regulations, cost principles, and other requirements relating to reimbursement with federal and state grant funds.

L. Contractor agrees to adhere to confidentiality requirements and further agrees that Contractor

will not engage in activities that advocate or promote the violation of state or federal laws.

M. Under Section 231.006, Texas Family Code, Contractor certifies to County that Contractor is not delinquent in any child support obligations and therefore eligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

28. PUBLICATION RIGHTS

The Contractor may copyright any work that is subject to copyright and was developed, or for which ownership was purchased. County reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for state and local purposes, and to authorize others to do so.

29. TERMINATION

A. The County may terminate this Contract without cause by providing thirty (30) days written notice of intention to terminate to all other parties. In the event of an early termination of this Contract or default by Contractor, Contractor shall forfeit any and all compensation for any services provided prior to the termination date which may be due or outstanding for payment as of the date of notice, or termination and/or default is given. Moreover, Contractor will be required to immediately return any funds advanced for services not yet provided.

B. The County may immediately terminate this Contract for cause, without notice, based upon the following:

1. Failure of Contractor to provide a safe educational environment for students and staff, at the sole discretion of the County;
2. Failure of Contractor to maintain effective insurance policies required by this Contract;
3. Substantiated physical or sexual abuse of program students by employees, agents or subcontractors of Contractor that goes unreported and/or is not addressed appropriately after Contractor becomes aware of the allegations; or
4. Failure of Contractor to provide an effective program as determined by the County.

30. SUSPENSION

A. Should the County desire to suspend the work but not terminate the Contract, the County will issue a written order to stop work setting out the terms of the suspension. The Contractor will stop all work and cease to incur costs during the term of the suspension.

B. The Contractor will resume work when notified to do so by the County in a written authorization to proceed. Suspension of work does not automatically extend the date of performance for the Contract period. If additional time is required to complete the work because of the suspension, a mutually agreed Contract amendment will be executed in accordance with Article 13 (Amendments).

C. If Contractor is delayed by the County due to a suspension of work, or otherwise, the Contractor's sole and exclusive remedy for delay shall be the right to a time extension for completion of the Contract and not damages.

31. NOTICE

Any notice to be given under this Contract shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

County / DCJB
Dr. Terry S. Smith, Director
Dallas County Juvenile Department
2600 Lone Star Drive
Dallas, Texas 75212
Phone: 214-698-2223
Fax: 214-698-5508
Email: terry.smith@dallascounty.org

Contractor
Dr. Natalie Davenport
Diagnostic Assessment Service
4100 Alpha Road, Suite 1150
Dallas, Texas 75244
Phone: 972-243-4102
Fax: 469-621-2728
Email: ndavenport@spedservices.com

32. ACCEPTANCES

As indicated by signatures below, the duly authorized representatives of County and Contractor accept the terms of this Contract in full.

33. CHOICE OF LAW AND VENUE

This Contract is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable State of Texas and Federal laws. This Contract and all matters pertinent hereto shall be enforced in accordance with the laws of the State of Texas. Exclusive venue for legal action between the parties arising from this Contract shall be in Dallas County, Texas. By their signatures below, the duly authorized representatives of County and Contractor accept the terms of this Contract in full.

EXECUTED in Quadruplicate this the 7th day of May, 2014

DALLAS COUNTY:

CONTRACTOR:

BY: Dr. Terry S. Smith, Director
Dallas County Juvenile Department


BY: CONTRACTOR

APPROVED AS TO FORM:

DALLAS COUNTY

CRAIG WATKINS

DISTRICT ATTORNEY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION

By: _____

Denika Caruthers

Assistant District Attorney

*By law, the District Attorneys' Office may only advise or approve Agreements or legal documents on behalf of its Clients. It may not advise or approve an Agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our Client. Our approval of this document was offered solely for the benefit of our Client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

JUVENILE BOARD ORDER

ORDER NO: 2014-056

DATE: May 19, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 19th day of May, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Shannon

Judge Gracie Lewis

Paula Miller

Commissioner John Wiley Price

Judge Craig Smith

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

WHEREAS, in March 2008, the Dallas County Juvenile Board gave authorization for the Dallas County Juvenile Department to assume management of the special education components of the Dallas County Juvenile Justice Charter School (DCJJCS) in a bid to increase accountability and relatedly ownership of the provision of special education programming. At that time, it was posited that assuming management of the special education programming would result in improved productivity and communication, both of which are critical with regard to providing quality services and ensuring that the gaps in services to students are minimized. To this end, the Dallas County Academy for Academic Excellence Charter School staff has been working cohesively with the previous contracted provider of special education services, Diagnostic Assessment Services (DAS). The purpose of this brief is to request to amend the current contract agreement with DAS in order to allow for increased expenditures this school year. This contract, approved at the August, 2013 Juvenile Board meeting, originally allowed for a maximum cumulative payment of \$15,000, but due to the increased, unforeseen need for special education services, this contract amendment raises the maximum allowed to \$30,000; and

WHEREAS, the area of special education is a highly regulated and precise field that requires close monitoring. Dallas County Academy for Academic Excellence Charter School staff will be responsible for monitoring the professional services contract with DAS and ensuring compliance with state and federal laws. The DAS professional services contract for the Dallas County Academy for Academic Excellence School Board includes consultation services, as well as a provision allowing for the availability of professional staff (if needed) to assist with educational testing and instructional/related services (e.g., counseling and audiological services, as well as physical, occupational, and speech therapies); and

WHEREAS, the current professional services contract's fee structure for the 2013-2014 year consists of the option to contract for instruction, evaluative, or related services on a fee for service basis, not to exceed \$30,000. It is noted that the typical rate for the provision of these services is \$90.00 per hour, the rate proposed in this professional services contract. It is noted that the DCAAE will exercise due diligence and fiscal responsibility in monitoring this while balancing the needs of the students. The contract rates exceed the range for professional services that

were previously approved by the Board, and will require the expenditures of additional funds; however, the funds are designated in the Individuals with Disabilities Education Act grant awarded through the Texas Education Agency; and

WHEREAS, this request complies with Vision 3: *Dallas is safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Academy for Academic Excellence Charter School Board approve the amended professional services contract and grant authorization to pay for pending invoices for special education instructional, related, and assessment services with Diagnostic Assessment Services for the 2013-2014 school year.

DONE IN OPEN BOARD MEETING this 19th day of May, 2014.

The forgoing Juvenile Board Order was lawfully moved by **Commissioner John Wiley Price** and seconded by **Paula Miller**, and duly adopted by the Juvenile Board on a vote of **5** for the motion and **0** opposed.

Recommended by:

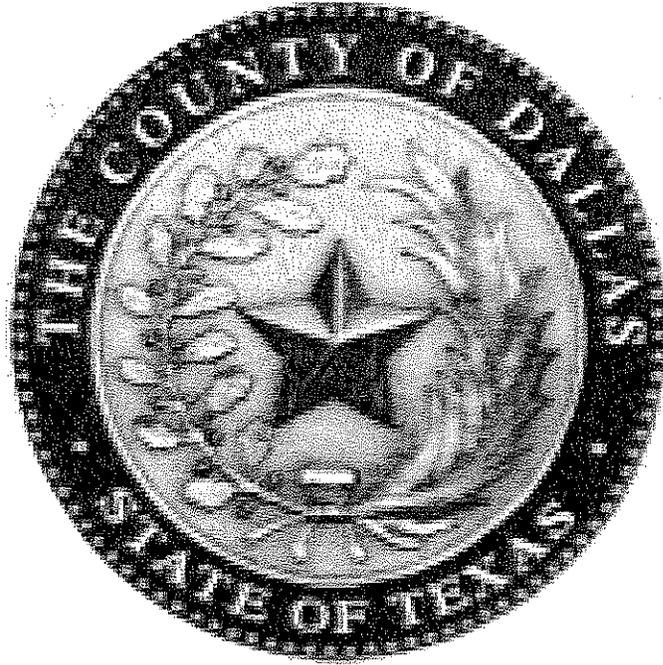
Approved by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department



Judge Cheryl Lee Shannon, President
Academy for Academic Excellence School Board



AGENDA ITEM

M.