



DALLAS COUNTY JUVENILE BOARD

Agenda

Monday, June 22, 2015 5:00 PM

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

FILED

2015 JUN 17 PM 2:43

COUNTY CLERK  
DALLAS COUNTY

- I. Call to Order
- II. Tour of Facility
- III. Approval of Minutes  
May 18, 2015
- IV. Public Comment (Limited to 3 minutes per individual or organization)\*
- V. Discussion Items - Juvenile Department
  - A. Directors Report
  - B. JJAEP Update
- VI. Action Items - Juvenile Department
  - C. FY 2016 Juvenile Department Budget
  - D. FY 2016 Juvenile Justice Alternative Education Program Budget
  - E. JJAEP Memorandum of Understanding
  - F. Renewal Application to Continue Participation in USDA National School Lunch/Breakfast Program for School YR 2015-2016
  - G. Approval of a Memorandum of Understanding with Focus on Teens with the Evening Reporting Center and JJAEP
  - H. Youth With Sexual Behavior Problems Grant Application
  - I. Teens and Police Service Academy (TAPS) Contract approval
  - J. Juvenile Processing Office - Richland College, DFW International Airport and Seagoville Police Department
  - K. Licensure Renewal as Functional Family Therapy Provider with FFT LLC
  - L. Approval of Memorandum of Understanding between Youth Villages Resources of Dallas and the Juvenile Dept. for WLDG 1000: Introduction to Welding Class at Youth Village
  - M. Juvenile Detention Alternative Initiative Coordinator Professional Services Contract Renewal
  - N. Memorandum of Understanding (MOU) between Dallas County Juvenile Department and Youth With Faces (YWF) for the Dorm "Hour of Empowerment" weekend talk program at the Youth Village
- VII. Discussion Items - Academy for Academic Excellence (AAE) Charter School
  - O. Charter School Update
- VIII. Action Items - AAE Charter School
  - P. Academy for Academic Excellence Budget FY 2016
  - Q. Approval of a Memorandum of Understanding with Focus on Teens with Day Reporting Center
  - R. Letot RTC AAE Non Expansion Amendment
- IX. Executive Session - Juvenile Department

For Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071 Through Section 551.076

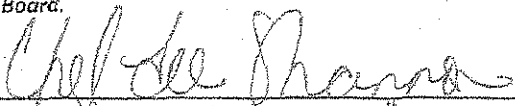
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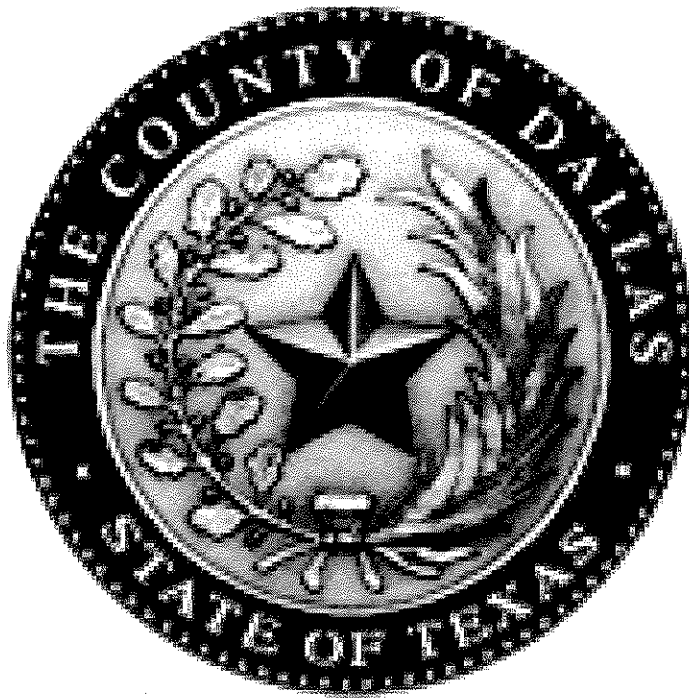
  - Contracts
  - Litigation
  - Personnel: AAE Education update and employee #6207, #503, #48, #148, #1008, #6689
  - Security

Notes:

\* Individuals Wishing to Speak During the Public Comment Period Must Register With the Director's Executive Administrative Coordinator, Ms. Nathella Wilson (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.

  
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Judge Cheryl Lee Shannon, 305<sup>th</sup> District Court  
Chairman, Dallas County Juvenile Board



# APPROVAL OF MINUTES

III.

MINUTES OF MEETING DATE: May 18, 2015

DALLAS COUNTY  
JUVENILE BOARD

TIME: 5:00 p.m.

PLACE: Lyle B. Medlock Youth Treatment Center  
1508 B.E. Langdon Road  
Dallas, Texas 75241

MEMBERS PRESENT: Judge Cheryl Lee Shannon, Chairman  
Commissioner John Wiley Price, Vice-Chairman  
Judge Andrea Martin  
Judge Craig Smith  
Judge Ken Molberg

MEMBERS ABSENT: Judge Andrea Plumlee  
Judge Paula Miller  
Judge Amber Givens-Davis  
Judge Clay Jenkins

**I. Call to Order**

The Dallas County Juvenile Board met at the Lyle B. Medlock Youth Treatment Center, 1508 B.E. Langdon Road, Dallas, TX 75241. Judge Cheryl Lee Shannon, Chairman, called the Juvenile Board Meeting to order at 5:20 p.m.

**II. Approval of Minutes**

Judge Cheryl Lee Shannon presented the Minutes from the April 27, 2015, Juvenile Board Meeting for approval. A motion was made by Commissioner John Wiley Price and seconded by Judge Craig Smith to approve the April 27, 2015 minutes. The motion was unanimously approved.

**III. Public Comment regarding Juvenile Department**

Judge Cheryl Lee Shannon made mention there were no persons present for public comment and then went on to Discussion Items.

**VI. Discussion Items-Juvenile Department**

**A. Director's Report:**

The Department would like to highlight they entered into an agreement with System of Care for Dallas County. It is a combination of several organizations coming together to ensure we can treat youth with mental health needs. Judge Clay Jenkins has agreed to speak at the kickoff meeting that will bring all the agencies together.

There continues to be community service and restitution hours. Volunteer programs are always ongoing. Parkland continues to come in and work with our kids and they have done HIV testing. The youth in the Detention Center worked on Robot Wars where the kids participate in building robots. This was overseen by "Teens at Work," the Workforce Development Program.

Joaquin (pronounced wah-KEEN) Zihuatanejo who is an award-winning American slam poet and teacher came and worked with our kids. The kids benefited from the program Joaquin Zihatanejo provided. The kids expressed they have never been able to participate in a program like the one he provided.

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*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

Jerome McNeil Detention Center put up new art work the kids created. It is highly recommended that the Board visit the Detention Center to view the nice pieces that are available for viewing.

Medlock is scheduled for their TJJD certification. They have done a lot of work getting ready for the annual audit. The other facilities are also getting ready for their annual audit.

We received word that Letot RTC is almost finished with all their occupancy certifications which means an approved emergency meeting will be called soon thereafter for the Juvenile Board to certify the building.

Point of Privilege – Dr. Smith made mention of Creative Solutions, who are a part of Big Thought, will be having a luncheon on Wednesday, June 3, 2015 at the Belo Mansion from 11:30am to 1:00pm to celebrate their 20<sup>th</sup> anniversary. They have offered two complimentary tickets to any Juvenile Board members who would like to attend.

**B. Juvenile Justice Alternative Education Program (JJAEP) Update:**

The Dallas County Juvenile Justice Alternative Education Program (JJAEP) continues to focus on preparing students for STAAR testing in April and part of May. In addition JJAEP also had the Parental Spring Festival which was attended by over 100 families and community members. There were a variety of services for the youth and their families.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Craig Smith to suspend the agenda at 5:23pm to tour the facility. The motion was unanimously approved.

**V. Action Items - Juvenile Department**

**C. Juvenile Board Budget Retreat**

Dr. Smith made mention the Juvenile Board adopted their annual meeting schedule for 2015 at their November 24, 2014 meeting. The approved Juvenile Board meeting schedule reflects a meeting allotted for a Budget Retreat to be held "If deemed necessary," on Saturday, June 20, 2015. Dr. Smith would like to verify if the Board would like to continue to have the budget retreat on June 20, 2015 at the Henry Wade Center at 9:00 am. The Board members present all agreed to continue with the scheduled budget retreat on Saturday, June 20, 2015 at 9:00 am

Judge Cheryl Lee Shannon stated the Juvenile Board Budget Retreat item does not require action by the Board because it is noted on the 2015 meeting schedule. The Board Members are expected to meet on Saturday, June 20, 2015 at 9:00 am at the Henry Wade Juvenile Justice Center for the Budget Retreat.

**D. Juvenile Processing Office Modification – Dallas County Sheriff's Department and Carrollton Police Department**

Dr. Smith mentioned the Sheriff's Department processing office is now located at the Frank Crowley Courts Building, the new physical address is 133 N. Riverfront Blvd., room C3-6 and C3-7, Dallas, TX 75202. Ms. Leslie Gipson, Manager of Probation Service verified on April 3, 2015 the site is suitable as a Juvenile Processing Office and the designed rooms are clearly identified with affixed signage outlining room number and labeled as a Juvenile Processing Room. In addition, specific training relating to the requirement of the Juvenile Processing Office utilization and operation was provided to the designated agency representation Detective Billy Fetter.

The Carrollton Police Department has requested to modify their previously designated Juvenile Processing Offices by adding two new offices and removing two of their previously approved offices located at the Carrollton Police Department, 2025 East Jackson Road, Carrollton, Texas 75006. This is due to some internal moving of offices at the police department. The newly designated offices are Room 142 / Juvenile Processing Office 1 and Room 143 / Juvenile Processing Office 2. They wish to retain "Youth Services Office 112", which is already designated, but will no longer utilize "School Resource Office" and "Juvenile Holding Office". The "School Resource Office" and the "Juvenile Holding Office" will now be used for department staff.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the offices at the Carrollton Police Department, 2025 East Jackson Road, Carrollton, Texas 75006 were personally inspected by Rudy Acosta, Deputy Director of Probation Services on April 17, 2015. It has been determined this site remains suitable as a Juvenile Processing Office. The designated rooms are clearly identified with affixed signage outlining an assigned room number and labeled as a Juvenile Processing Room. In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Sgt. Joseph Nault during the site visit.

A Census data was included for the Boards preview with respects to the number of youth that were seen in each department. In calendar year 2014, the Dallas County Sheriff's Department referred seventy three (73) youth to the Dallas County Juvenile Department. Of the seventy three (73) referrals, 33 (45.2%) were African American; 33 (45.2%) were Hispanic; 7 (9.5%) were White; 11 (15%) were female and 62 (85%) were male. In calendar year 2014, the Carrollton Police Department referred one hundred one (101) youth to the Dallas County Juvenile Department. Of the one hundred one (101) referrals, 21 (20.7%) were African American; 65 (64.3%) were Hispanic; 15 (14.8%) were White; 16 (15.8%) were female and 85 (84.1%) were male. Dr. Smith asked the Board to approve Juvenile Processing Office Modification – Dallas County Sheriff's Department and Carrollton Police Department with respects to the changes mentioned above.

- A motion was made by Judge Craig Smith and seconded by Judge Ken Molberg to approve the Juvenile Processing Offices of Dallas County Sheriff's Department and Carrollton Police Department. The motion was unanimously approved.

**E. Specialty Court Registration with Office of The Governor: Youthful Offenders' Court**

A submission was sent to the Governor's office for the Department's Diversion Courts because they require a new format. The Department is getting ready to begin their Youthful Offenders' Court starting on June 17, 2015 which will be headed by Judge Andrea Martin and Associate Judge Alice Rodriguez. Dr. Smith asked the Boards approval to submit the information to the Governor's office regarding The Youthful Offenders' Court to be established as a Specialty Diversion Court for Youthful Offenders for Dallas County.

Point of Information - Commissioner John Wiley Price asked Dr. Smith if Bailiffs were a part of the Specialty Courts. Dr. Smith and Judge Cheryl Lee Shannon stated yes and it was confirmed.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Andrea Martin to approve the Specialty Court Registration with Office of The Governor Youthful Offenders' Court. The motion was unanimously approved.

**F. Summer School for Juvenile Justice Alternative Education Program (JJAEP)**

Dr. Terry Smith mentioned the Department will have summer school beginning June 15, 2015 to end on July 17, 2015. The funds for the summer school program will be provided by Texas Juvenile Justice Department (TJJD). TJJD will fund the summer program for mandatory students at a rate of \$43.00 per student per day. A maximum of 35 students will be able to attend but expected revenues will total \$21,000 with an estimate of 25 students. Teacher salaries will total \$7,000, and expected operating expenses will total \$1,000. Dr. Smith asked the Board to approve summer school beginning June 15, 2015 through July 17, 2015.

- A motion was made by Judge Ken Molberg and seconded by Commissioner John Wiley Price to approve the Summer School for Juvenile Justice Alternative Education Program (JJAEP). The motion was unanimously approved.

**G. Approve to Pay a Single Fee of \$750.00 to UTSWMC: Facility to Conduct Training on the Diagnostic and Statistical Manual of Mental Disorders – Fifth Edition (DSM-V)**

Dr. Terry Smith mentioned the Department has provided training for the Diagnostic and Statistical Manual of Mental Disorders also known as (DSM-V). It is a onetime fee that would be paid from Psychology Department funds. The University Texas Southwestern Medical Center training is open to anyone in and outside of the department who would like to attend. It would be a single fee of \$750.00 charged against the Psychology Escrow Account. Dr. Smith asked the Board approve the onetime payment of \$750.00 to be used to pay The University of Texas South Western Medical Center to provide the (DSM-V) training for the department.

- A motion was made by Judge Craig Smith and seconded by Judge Cheryl Lee Shannon to approve to pay a single fee of \$750.00 To UTSWMC. The motion was approved, with Commissioner John Wiley Price voting no

**H. Renewal of Licensures as Substance Abuse Treatment Facilities for SAU and RDT:**

Dr. Terry Smith mentioned the Substance Abuse Unit (SAU) is located at 414 South R.L. Thornton Freeway, Dallas, TX 75203 and the RDT is located in the Dr. Jerome McNeil Jr. Detention Center at 2600 Lone Star Drive, Dallas, TX 75212. The RDT was initially licensed on August 13, 2009 as a 70 bed in-patient unit which consists of a chemical abuse treatment team. SAU was initially licensed on January 13, 1994 as an outpatient drug treatment program providing chemical dependency treatment for up to 160 male and female clients ages 13-17. Dr. Smith asked the Board to allow the Department to fund the amount of \$3,900.00 to continue the licensing fees for SAU and RDT.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Ken Molberg to approve the Renewal of Licensures as Substance Abuse Treatment Facilities for SAU and RDT. The motion was unanimously approved.

**I. Re-Certification of Lyle B. Medlock Youth Treatment Center Post –Adjudication Secure Facility:**

The Lyle B. Medlock Youth Treatment Center was toured by the Board.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Craig Smith to re-certify the Lyle B. Medlock Youth Treatment Center Post-Adjudication Secure Facility. The motion was unanimously approved.

**J. Approval of the 2015 Lyle B. Medlock Policy and Procedures:**

The Board received a clean and a red line version of the Lyle B. Medlock Policy and Procedures. Dr. Terry Smith asked the Board to approve the 2015 Policy and Procedures for the Lyle B. Medlock Residential Treatment Center that states the Policy and Procedures are suitable for the facility.

Point of Information - Commissioner John Wiley Price asked Dr. Smith if the Director signs off on the red line version of the Policy and Procedure. Dr. Terry Smith confirmed the Director does in fact sign off on the redline version.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Ken Molberg to approve the 2015 Lyle B. Medlock Policy and Procedures. The motion was unanimously approved.

**K. Letot Foundation Funding for Girl Education and Mentoring Services (GEMS) and My Life My Choice (MLMC): Training:**

The Letot Foundation approved \$18,810.50 for two trainings. They are Girls Education and Mentoring Services (GEMS) and My Life My Choice (MLMC). Both programs have been heavily researched.

Point of Information - Commissioner John Wiley Price asked who from the department reviewed the program. Dr. Hae Sung Han is the Clinical Coordinator of the Letot Girls RTC. She explained to Commissioner John Wiley Price that she researched all the programs that deliver services to this kind of population and GEMS and MLMC are the most nationally recognized. Commissioner John Wiley Price asked if Dr. Han finds any difference in this particular population, curriculum and the demographics. He is considering culture sensitivity issues. Dr. Han explained to Commissioner Price that the GEMS program is noted for being culturally sensitive. In the past 20 years the GEMS program has been working with this population within New York and they have years of research and data. The populations they serve represent diversity that represents different cultural backgrounds, so they were able to create a program based on that. The MLMC is out of Boston and this curriculum is prevention. This service provides an eleven to twelve week curriculum that has a therapist that is able to provide prevention and intervention that is looked at to be replicated in the RTC. It has been vetted and it is in 22 different states; a list of where it is being used nationwide is included. Dr. Smith asked the Board to accept the Letot Foundation Funding for Girls Education and Mentoring Service (GEMS) and My Life My Choice (MLMC) training. Commissioner Price commended Dr. Han for her research and being culturally sensitive.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Ken Molberg to approve to accept the money from the Letot Foundation Funding for Girl Education and Mentoring Services (GEMS) and My Life My Choice (MLMC): Training. The motion was unanimously approved.
- A motion was made to recess as the Dallas County Juvenile Board by Commissioner John Wiley Price and seconded by Judge Craig Smith. The motion was unanimously approved.
- A motion was made to reconvene as the Academy for Academic Excellence by Commissioner John Wiley Price and seconded by Judge Craig Smith. The motion was unanimously approved.

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law abiding citizens, while promoting public safety and victim restoration.*

**VI. Discussion Items - Academy for Academic Excellence (AAE) Charter School****L. Academy for Academic Excellence AAE Charter School Update:**

Academy for Academic Excellence (AAE) continues to work with the STAAR testing and the youth to be sure they can receive credit. AAE continues to work on credit recovery with the youth. In addition, AAE also had the Parental Spring Festival which was attended by over 100 families and community members. There were a variety of services for the youth and their families.

**VII. Action Items – AAC Charter School:****M. Summer School for Academy for Academic Excellence (AAE)**

Dr. Terry Smith mentioned the Department will have summer school beginning June 15, 2015 to end on July 17, 2015. The AAE will utilize funds from State Aid to pay for the 2015 summer school program. State Aid expenditures for summer school 2015 will not exceed \$75,000, which will be used primarily to pay salaries and purchase supplies. Dr. Smith asked the Board to approve summer school beginning June 15, 2015 through July 17, 2015.

- A motion was made Commissioner John Wiley Price and seconded by Judge Andrea Martin to approve Summer School for Academy for Academic Excellence (AAE). The motion was unanimously approved.
- A motion made by Commissioner John Wiley Price and seconded by Judge Craig Smith to adjourn at 5:50 pm as the Academy for Academic Excellence Charter School Board. The motion was unanimously approved.
- A motion was made by Commissioner John Wiley Price and seconded by Judge Andrea Martin to reconvene as the Dallas County Juvenile Board. The motion was unanimously approved.

**VIII. Executive Session - Juvenile Department**

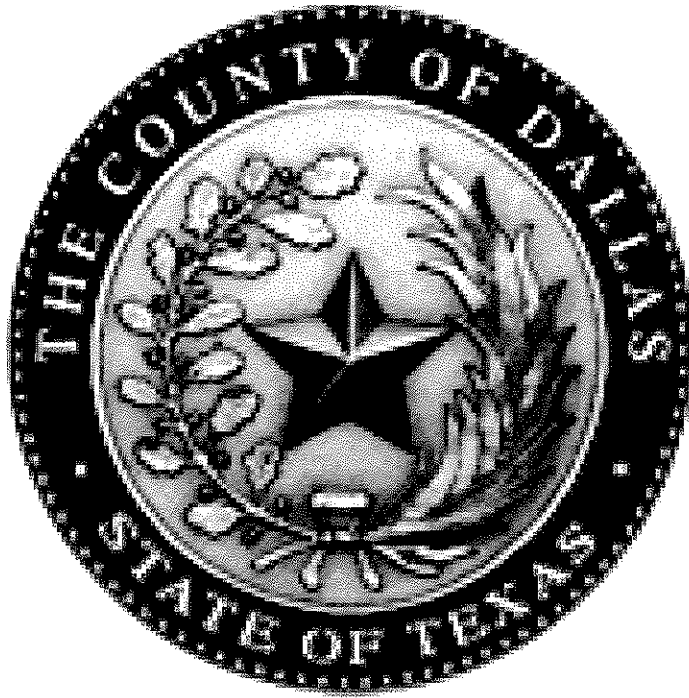
For Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071 Through Section 551.076;

At 5:53 pm, Judge Cheryl Lee Shannon, Chairman, called the meeting into Executive Session.

At 6:40 pm, Judge Cheryl Lee Shannon, Chairman, called the meeting out of Executive Session and had the record reflect they only discussed those matters authorized by law to discuss; there were no actions taken or decisions made during Executive Session.

- The meeting was adjourned at 6:41p.m. following a motion by Judge Craig Smith and seconded by Judge Andrea Martin. The motion was unanimously approved. Meeting adjourned.





# DISCUSSION

## ITEM A.

## DIRECTOR'S REPORT

June 2015

The Department recognized outstanding divisional and departmental employees for the month of May 2015, for the following staff:

**DCJD Employee of the Month:** Erica Zuzak (Sex Offender Unit).

**DCJD Employee with 30 Years of Service** – Natalie Gardner (Placement Services)

### PROBATION SERVICES

In the month of April, Victim Services Officers, Diana Saucedo and Hope Bolanos attended a ceremony at the Arapaho United Methodist Church, along with the Crime Victims Council of Dallas County in celebration of National Crime Victims' Rights Week. The theme for the ceremony was Engaging Communities and Empowering Victims.

The Dallas County Juvenile Department is working with a Dallas consultant, *WordSmooth*, to provide diversity learning sessions to our staff. So far, staff have participated in two focus groups with *WordSmooth* and provided input to help customize the diversity learning sessions so that they will be relevant to the daily staff duties. The training program is scheduled to begin in July with employees currently in leadership and supervisory positions, with plans to have all employees participate over the next two years. We would like to thank all the staff who participated as we strive to provide an environment producing not only great customer service, but showcasing our ability to treat all with whom we come into contact with respect and professionalism:

### FIELD SERVICES – CY 2015

	MAY	YTD
Probation Caseload	1392	1399 *
New Probationers	102	656
Review Hearings	115	865
Delinquent Conduct	7	93
Technical Violations	29	129
Pre-Adjudicated	560	-
PAIS	129	-
Total Caseload	2081	-

\* Average

### Community Service Restitution (CSR) Update:

Throughout the month of May 2015, three hundred and nine (309) youth completed a total of eight hundred and eighty-one (881) Court ordered CSR hours at various approved CSR sites in Dallas County. Community Service Restitution events were held at the Ferguson Road Initiative Clean Up event, Garland Pawsibilities, and Hunger Busters; resulting in the completion of an additional ninety-four (94) CSR hours by twenty-nine (29) youth.

### PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION

Psychology staff referred 90 youth for psychiatric services during the month of December. A total of 94 psychiatric consultations were performed with 50 of those being follow-up consultations. Of the 44 initial psychiatric consultations performed: 29 resulted in no medication being prescribed; 5 had already been prescribed psychotropic medications and continued those; 2 youth were already prescribed psychotropic medication and their medication was discontinued; and 8 were started on medication.

**INSTITUTIONAL SERVICES DIVISION****DETENTION CENTER****MONTHLY REPORT MAY 2015****Program News & Updates:**

Last month we featured short blurbs on Visual Artist, Janet Reynolds and guest Poet, Joaquín Zhiuatanejo who kicked off our Spring programs. This month's feature introduces Generation Next (GenNext) an off spring of the Potter's House Prison Ministry (PHPM) for juveniles. Approximately 2-3 years ago, we set our sights on implementing more curriculum and evidence based programs, mentoring, life, and social skill programs facilitated by men. During this time, we have shared our needs with individuals, churches and community organizations throughout the city.

After several years and many discussions with the PHPM leadership about the programming needs for our youth (especially our males), they responded to our appeal in early 2014 with great a team of men and women ready to take on the challenge. The weekly/bi-weekly life and social skill program addresses the day-to-day issues that challenge our youth; the program includes a separate component for girls, which is currently under reconstruction.

The GenNext male mentoring program is curriculum based with a focus to influence and change the mindset of our males and help them to see beyond their circumstances. The interactive workshop topics include four (4) week sessions on eight (8) topics and three (3) rap sessions per topic. Workshop topics include Anger Management, Positive Attitudes, Character Development, Self Awareness, Decision Making, Cleanliness, Forgiveness, Purpose and Responsibility.

The men who make up this team have overcome their own internal struggles with anger, negative attitudes, the hurt of being fatherless, abandonment at 6 months old, bounced from house to house, and caretaker-to-caretaker as the list goes on. Their life struggles are often used as a catalyst to bring the topic to life. Today, they are husbands, fathers, college graduates, business owners/entrepreneurs and licensed ministers of the Gospel who are committed to this generation of young males. They show up every Thursday night at 7:00 PM and 1.5 hours later, our boys are asking for help in the community and begging them to stay longer.

START PROGRAM				
Activity	March	April	May	YTD
Individual Counseling Sessions	93	82	106	487
Family Counseling Sessions	0	0	0	0
Victim Impact Panel participation	21	0	21	76
Participation in Family Training Sessions	75	55	30	233
Family Training Sessions	9	9	8	31
Case Staffing's	29	39	19	132
Aftercare Contacts	0	0	0	0
Probation Officer Participation in Case Staffing's	96.5%	94.8%	94.7%	

**Volunteer Programs and Residents Activity:**

**Total Volunteer's/Hours for May 2015:** Volunteers: 79 Intern: 0 Hours: 351.5

Dallas County HHS tested/counseled **23** residents, **0** positive for Syphilis and **0** positive for HIV

**Volunteer Programs:** Other Programs: Lend-an-Ear

**Life/Social Skill Programs:** COPES(Council on Prevention/Education: Substances – Alcohol/Drug Education; New Friends New Life – Mending the Soul;; Traffick911 – TRAPS (Traps of a Trafficker); Succeeding @ Work – Teens @ Work; ALERT Ministries - Robot Wars Computer Programming

**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 Faith-4-Life

**Life & Social Skills/Spiritual Enrichment Combo:** The Potter's House – Boy's to Men with Character and GenNext Life Series; MTO Leadership Development (Ministry through Originality); ALERT Ministries – Girls Circle; I Am Second

**Chaplain's Report:** Counsel/Prayer: 37 residents

**May Special Programs/Events:**

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

- Chronicles of Narnia Prince Caspian
- Chronicles of Narnia Voyage of the Dawn Treader

Friday Night Socials – made possible by Covenant Church Juvenile Ministry

- Residents attending Socials: Honors Girls, Honors Males and RDT Girls

DETENTION	March	April	May	YTD
Admissions	277	295	297	1366
Releases	267	305	272	1361
ADP	140	146	156	150
ALOS (days)	18.4	16.9	12.9	17.0
Detention Hearings	420	468	436	1670
TYC/Placement Trips	11	10	9	37
Local trips	70	57	67	264
Youth transported	78	55	69	266
<b>START</b>				
Admissions	10	10	10	50
Releases	11	8	13	60
Successful	11	7	11	55
Unsuccessful	0	1	2	5
Administrative	0	0	0	0
ADP	31	33	26	33
ALOS	93.5	92.3	92.1	92.1

**MARZELLE C. HILL TRANSITION CENTER  
MONTHLY REPORT FOR MAY 2015**

	Mar.	Apr.	May	YTD
Admissions	48	48	26	207
ADP	39	42	34	38
ALOS	33.4	23.2	25.2	26.7
Releases	41	52	39	207
Total Youth Served	86	94	67	235

**Program Updates:** Ms. Edney conducted "Back to the Basics" training with every shift at the Hill Center for the month of May. Residents had Memorial Day celebration and were served hamburgers, hot dogs and drinks.

**Program and Residents Activities:** Community partners Rainbow Days and Traffic 911 conducted groups with the female residents. Rainbow Days provided drug intervention and life skills groups and Traffic 911 provided informative group in reference to sex trafficking. Dare to Dream provided services to the residents twice this month. New Life Ministry provided church services on the weekends. .

**Medical Services:** There was one medical issue during the month of May.

**Grievances from residents:** There were two grievances filed during the month of May.

**Volunteer Services:** 6 groups including 19 individuals provided a total of 39 hours of service.

## MEDLOCK CENTER MONTHLY REPORT MAY 2015

### Medlock Center

#### New Initiatives:

All resident related activities during the month of May continue to go really well. Several youth participated in the Food Handlers and Job Readiness training facilitated by volunteers from Youth with Faces. These youth will receive their Food Handlers License and a copy of their resume. On Monday, May 18, 2015, Medlock Facility was recertified by the Governing Board as required by TJJD. On June 4, 2015 all youth will participate in our annual end of the school year Field's Day activities. They will also be favored with grilled hot links, chips, danish, and vitamin water. We continue to prepare for the Fiscal Year 2015 On Site Compliance Monitoring Visit that is scheduled for June 8<sup>th</sup> through 12<sup>th</sup>.

#### Activities:

Full Gospel Holy Temple; Lake Pointe Baptist Church; Potter's House; Pleasant Valley Baptist Church; Life Quest Essentials, Chaplain Roy Teague, Youth with Faces, and monthly Adopt a Dorm activities.

#### Medical Services/Transports:

Six (6) residents were transported to Parkland Memorial Hospital for routine medical care and one (1) was transported to Children's Hospital. Nineteen (19) residents were transported to Jerome McNeil Detention for routine dental exams.

#### Volunteer /Intern Hours:

There were fifteen (15) group volunteers who were on campus for a total of nineteen (19) hours. The total volunteer hours for the month of May were nineteen (19) hours.

#### TJJD Reports:

There was one incidents reported to TJJD and PREA during the month of May. One resident alleged that another resident made inappropriate sexual comments (no touching involved) to him.

MEDLOCK CENTER				
	Mar	Apr	May	YTD
<b>Total</b>				
Admissions	5	6	4	27
Released	12	8	4	37
Successful	12	7	4	34
Unsuccessful	0	1	0	3
Administrative	0	0	0	0
ALOS	172.0	175.3	203.5	184.7
ADP	54	47	46	52
Total Youth Served	60	54	50	83
MEDLOCK STARS				
	Mar	Apr	May	YTD
Admissions	5	3	3	17
Releases	5	1	2	10
Successful	3	0	2	6
Unsuccessful	2	1	0	4
Administrative	0	0	0	0
ALOS (days)	294.7	N/A	254.0	287.3
ADP	26	26	29	26
Total Youth Served	31	29	31	39

## YOUTH VILLAGE MONTHLY REPORT MAY 2015

### On Campus

Family Training, PREP (dog training) program, El Centro College Computer and Food Management Classes continued to thrive. Staff continue to prepare for their first TJJD, Texas Administrative Code Chapter 355 Audit that is scheduled for the week of June 8<sup>th</sup> thru 12<sup>th</sup>. On June 4<sup>th</sup> residents participated in the annual Field's Day activities. They played various board games, sports activities, and were favored with hot links, chips, danish, and drinks.

	Mar	Apr	May	YTD
<b>TOTALS</b>				
Admitted	11	12	11	62
ADP	51	54	45	91
Total Youth Served	57	66	57	154
Releases	3	11	11	39
Successful	3	8	11	36
Unsuccessful	0	3	0	3
Administrative Rel.	0	0	0	0
ALOS	199	213	207	206

### Off Campus:

One resident was escorted to his grandmother's funeral. Four residents were transported to Henry Wade to attend their Review Hearings.

### Volunteer /Intern Hours

Fifteen (15) individual volunteers provided forty seven (47) hours of service. Two (2) chaplains provided sixteen (16) hours of service. Seven (7) group members provided (22) hours of service for a total of eighty five (85) volunteer hours for the month of May.

### Medical Services

Eight (8) residents were transported to dental appointments at the Juvenile Detention Center; Nineteen (19) were treated on the med-van, and five (5) received mental health services. Four (4) residents were transported to Parkland Hospital for follow-up medical appointments. One (1) resident was transported to his orthodontist appointment for an injured hand. One (1) resident was transported to Children's GI Clinic. One (1) resident was transported to Parkland for a Radiology appointment.

### Religious Programs

Freedom Fighters Ministry, Full Gospel Holy Temple, Mt. Zion Baptist Church, Countryside Bible Shady Grove Baptist Church, One King Church of Worship, Dallas Church of Christ, Catholic Diocese of Dallas.

### Account of Reportable Injuries

There were no reportable injuries of youth during the month of May.

### Escape/Furlough

There were no runaways and/or youth that failed to return from their home visits during the month of May.

## LETOT CENTER MONTHLY REPORT MAY 2015

### *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 96 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 seven youth and families attending ESTEEM Court in the month of May. One youth began services in the month of May. Six youth were referred during the month of May. Aim, Functional Family Therapy and Clinical have been providing services.

### *Residential Services:*

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:*

Residential: Health Screens – 23, Call Backs – 0, Doctor's visits - 23  
Recommendations are made for medical and/or clinical follow-up.

### *Volunteer Services:*

Faith Based Volunteers: worship and religious study - 4 volunteer, 3 hour; Life Skills Volunteers: visiting and teaching - 12 volunteers, 19.5 hours; Special Events: 0 volunteers, 0 hours.

### *Clinical Services:*

In the Residential Unit, Clinical Services held three Process groups with the boys (12 residents) and six Process groups with the girls (25 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 (30 rounds). Held therapy sessions with 39 clients: 64 individual and 48 family sessions.

LETOT CENTER				
Residential	Mar	Apr	May	YTD
Admissions	30	30	30	138
Releases	25	31	27	130
ADP	25	25	26	25
ALOS	24.9	23.4	31.3	29.5
Total Youth Served	52	58	57	160
Intake/Orientation				
Admissions	108	107	93	494
Releases	104	107	91	489
ADP	2	2	3	2
ALOS	0.3	0.4	0.6	0.4
Total Youth Served	108	111	96	494



## May 2015 Referrals

May 2015 Referrals																																										
	Alleged Delinquent Behavior																				Alleged CINS Behavior										Other Referrals			Total Other	All Referrals							
	Felonies										Class A & B Misdemeanors										Status Only					Other than Status Only																
	Homicide	Sexual Assault	Robbery	Assaultive	Other Violent	Burglary	Theft	Other Property	Drug Offenses	Weapons Offenses	Other Felony	Total Felony	Weapons Offenses	Assaultive	Theft	Other Property	Drug Offenses	Other Misd.	Contempt of Magistrate	Total Delinquent	Violation of Court Order	Truancy	Runaway	Alt. Ed. Expulsion	Property (was Theft)	Disorderly Conduct	Drugs	Liquor Laws	Sex Offenses	Other CINS	Total CINS	Contract Detention	Crisis Intervention			Other Administrative						
Male	1	6	14	22	0	34	19	8	6	2	3	115	###	3	37	33	15	49	48	9	309	76%	33	###	0	41	0	0	0	0	0	0	14	55	###	2	0	2	4	###	401	###
Female	0	1	4	6	0	1	1	2	0	0	1	16	###	0	34	20	3	5	9	8	95	24%	17	###	0	58	0	0	0	0	0	0	30	88	###	1	0	0	1	###	201	###
												131									404		50									143				5		602				
Amer. Indian/Alaskan	0	0	0	0	0	1	0	0	0	0	0	1	1%	0	0	0	0	0	0	0	1	0%	0	0%	0	0	0	0	0	0	0	0	0	0	0%	1	0	0	1	###	2	0%
Asian	0	0	0	0	0	0	1	0	0	0	0	1	1%	0	0	1	0	0	0	0	2	0%	1	2%	0	1	0	0	0	0	0	0	0	1	1%	0	0	0	0	0%	4	1%
Black	0	5	8	16	0	23	8	5	0	0	0	65	###	1	41	24	7	18	30	8	194	48%	19	###	0	42	0	0	0	0	0	0	18	60	###	1	0	1	2	###	275	###
Hispanic	1	1	7	11	0	7	10	5	3	2	4	51	###	2	26	16	8	29	23	9	164	41%	26	###	0	41	0	0	0	0	0	0	21	62	###	1	0	1	2	###	254	###
White	0	1	3	1	0	4	1	0	3	0	0	13	###	0	4	11	2	7	4	0	41	10%	4	8%	0	15	0	0	0	0	0	0	5	20	###	0	0	0	0	0%	65	###
Unknown	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	1	1	0	0	0	2	0%	0	0%	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	2	0%
												131									404		50									143				5		602				
10 Years Old	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	1	1	0	0	0	0	2	0%	0	0%	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	2	0%
11 Years Old	0	0	0	2	0	0	1	0	0	0	0	3	2%	0	2	2	0	0	0	0	7	2%	0	0%	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	7	1%
12 Years Old	0	1	0	5	0	0	4	1	0	0	0	11	8%	0	5	2	0	1	2	0	21	5%	1	2%	0	3	0	0	0	0	0	0	9	12	8%	0	0	0	0	0%	34	6%
13 Years Old	0	0	2	3	0	7	1	4	0	2	1	20	###	0	11	6	2	8	4	0	51	13%	4	8%	0	18	0	0	0	0	0	0	9	27	###	0	0	1	1	###	83	###
14 Years Old	0	1	3	5	0	6	3	1	2	0	2	23	###	0	15	8	4	11	11	3	75	19%	4	8%	0	20	0	0	0	0	0	0	5	25	###	0	0	0	0	0%	104	###
15 Years Old	0	3	6	4	0	11	7	3	3	0	1	38	###	2	12	11	2	9	14	6	94	23%	9	###	0	32	0	0	0	0	0	0	17	49	###	0	0	1	1	###	153	###
16 Years Old	1	1	5	9	0	11	4	1	1	0	0	33	###	1	21	20	10	24	26	7	142	35%	17	###	0	26	0	0	0	0	0	0	4	30	###	3	0	0	3	###	192	###
17+ Years Old	0	1	2	0	0	0	0	0	0	0	0	3	2%	0	4	3	0	1	0	1	12	3%	15	###	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	27	4%	
												131									404		50									143				5		602				

563 youth accounted for the 602 total referrals

## May 2015 Detentions

	Alleged Delinquent Behavior																				Alleged CINS Behavior										Other Detentions				Total Detentions							
	Felonies										Class A & B Misdemeanors										Status Only					Other than Status Only					Total CINS	Contract Detention	Crisis Intervention	Other Administrative		Total Other						
	Homicide	Sexual Assault	Robbery	Assaultive	Other Violent	Burglary	Theft	Other Property	Drug Offenses	Weapons Offenses	Other Felony	Total Felony	Weapons Offenses	Assaultive	Theft	Other Property	Drug Offenses	Other Misd.	Contempt of Magistrate	Total Delinquent	Violation of Court Order		Truancy	Runaway	Alt. Ed. Expulsion	Property (was Theft)	Disorderly Conduct	Drugs	Liquor Laws	Sex Offenses							Other CINS					
Male	1	5	10	18	0	22	17	5	3	2	2	85	###	3	26	17	11	28	31	1	202	81%	30	###	0	0	0	0	0	0	0	0	0	0	###	2	0	1	3	###	235	###
Female	0	1	4	6	0	0	1	1	0	0	1	14	###	0	23	4	0	2	3	0	46	19%	15	###	0	0	0	0	0	0	0	0	0	0	###	1	0	0	1	###	62	###
												99									248		45									0				4		297				
Amer. Indian/Alaskan	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	0	0%	0	0%	0	0	0	0	0	0	0	0	0	###	1	0	0	1	###	1	0%	
Asian	0	0	0	0	0	0	1	0	0	0	0	1	1%	0	0	0	0	0	0	0	1	0%	0	0%	0	0	0	0	0	0	0	0	0	###	0	0	0	0	0%	1	0%	
Black	0	4	7	12	0	14	7	4	0	0	0	48	###	1	25	13	4	13	21	0	125	50%	19	###	0	0	0	0	0	0	0	0	0	0	###	1	0	1	2	###	146	###
Hispanic	1	1	5	10	0	6	9	2	1	2	3	40	###	2	22	6	6	15	11	1	103	42%	23	###	0	0	0	0	0	0	0	0	0	0	###	1	0	0	1	###	127	###
White	0	1	2	2	0	2	1	0	2	0	0	10	###	0	2	2	1	2	2	0	19	8%	3	7%	0	0	0	0	0	0	0	0	0	0	###	0	0	0	0	0%	22	7%
Unknown	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	0	0%	0	0%	0	0	0	0	0	0	0	0	0	###	0	0	0	0	0%	0	0%	
												99									248		45									0				4		297				
10 Years Old	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	1	0	0	0	0	0	1	0%	0	0%	0	0	0	0	0	0	0	0	0	###	0	0	0	0	0%	1	0%	
11 Years Old	0	0	0	2	0	0	1	0	0	0	0	3	3%	0	1	1	0	0	0	0	5	2%	0	0%	0	0	0	0	0	0	0	0	0	0	###	0	0	0	0	0%	5	2%
12 Years Old	0	1	0	3	0	0	3	1	0	0	0	8	8%	0	3	0	0	1	1	0	13	5%	1	2%	0	0	0	0	0	0	0	0	0	0	###	0	0	0	0	0%	14	5%
13 Years Old	0	0	2	3	0	5	1	3	0	2	1	17	###	0	8	3	1	3	3	0	35	14%	3	7%	0	0	0	0	0	0	0	0	0	0	###	0	0	0	0	0%	38	###
14 Years Old	0	1	3	4	0	6	2	0	1	0	2	19	###	0	9	3	2	8	9	1	51	21%	4	9%	0	0	0	0	0	0	0	0	0	0	###	0	0	0	0	0%	55	###
15 Years Old	0	2	5	4	0	3	7	1	2	0	0	24	###	2	13	7	2	6	8	0	62	25%	7	###	0	0	0	0	0	0	0	0	0	0	###	0	0	0	0	0%	69	###
16 Years Old	1	1	4	8	0	8	4	1	0	0	0	27	###	1	14	7	6	11	12	0	78	31%	15	###	0	0	0	0	0	0	0	0	0	0	###	3	0	0	3	###	96	###
17+ Years Old	0	1	0	0	0	0	0	0	0	0	0	1	1%	0	0	0	0	1	1	0	3	1%	15	###	0	0	0	0	0	0	0	0	0	0	###	0	0	1	1	###	19	6%
												99									248		45									0				4		297				

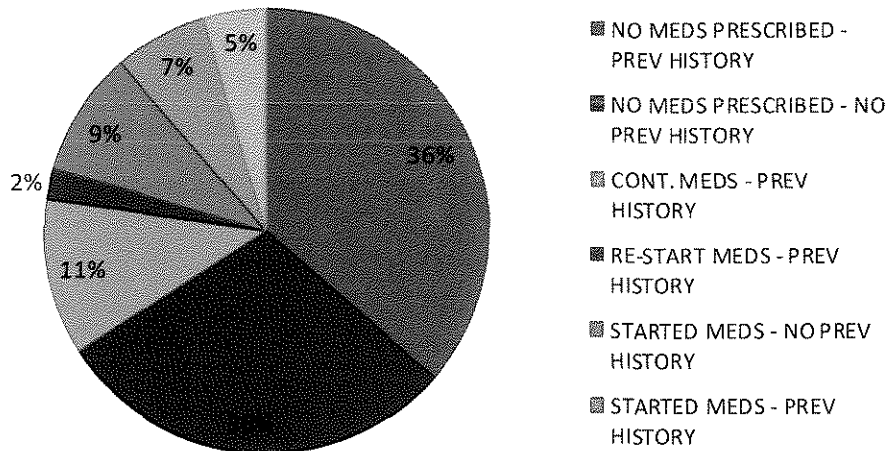
290 youth accounted for the 297 total detentions

**PSYCHIATRIC CONSULTS COMPLETED - 2015**

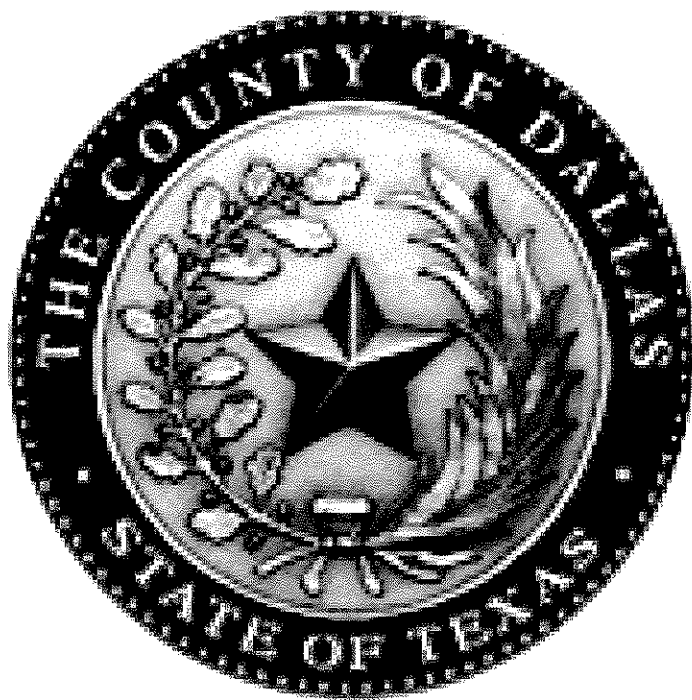
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD
1. Total Consultations	107	86	109	107	94								503
A. Initial Consultations	23	31	36	60	44								194
B. Follow-Up Consultations	84	55	73	47	50								309
2. Total Number of Youth Receiving Consultations	101	71	90	99	90								451

**INITIAL CONSULTATIONS - PSYCHIATRIC MEDICATION RESULTS - 2015**

TOTALS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
1. No Medication Prescribed	10	12	17	25	29								93
2. Medication Discontinued	0	1	2	3	2								8
3. Continued on Medication	11	14	12	20	5								62
4. Started on Medication	2	4	5	12	8								31



NO MEDS PRESCRIBED - PREV HISTORY -	16
NO MEDS PRESCRIBED - NO PREV HISTORY -	13
CONT. MEDS - PREV HISTORY -	5
RE-START MEDS - PREV HISTORY -	1
STARTED MEDS - NO PREV HISTORY -	4
STARTED MEDS - PREV HISTORY -	3
DISCONT. MEDS - PREV HISTORY -	2



# DISCUSSION

## ITEM B.

## JJAEP

### May 2015 Report

#### **Latest Campus Enrollment**

Total Enrollment	65
SPED - Total Students	7
504 – Total Students	6
ESL – Total Students	5

The Dallas County JJAEP continues to work on enhancing school culture. The JJAEP Staff meet weekly for campus staff meetings. In an effort to stimulate pride in the campus, the staff has created incentives such as “Lunch with the Principal”, “Free Dress Day”, and “Co-Curricular Recreational Time” to assist in modifying behavior.

#### **Credit Recovery Program**

The JJAEP credit recovery program is well underway and JJAEP staff are steadily finding ways to assist students in their positive transition back into their traditional educational setting. Each eligible high school student is placed in the credit recovery program and we work closely with their home district to ensure that they are enrolled in the accurate course.

#### **Social Studies Department**

In recognition of the 50<sup>th</sup> Anniversary of the Civil Rights March in Selma, Alabama over the Edmund Pettis Bridge, the Social Studies Department conducted a film study of the movie “Selma” during the last week of school. After viewing the Academy Award winning film, students engaged in a facilitated discussion about the strategies used during this time period and compared them to recent events and the social demonstrations that have accompanied and followed fall out over legal or judicial decisions related to those events.

#### **Career Day**

During the last week of school, the JJAEP and DRC Campuses held a Career Day for the students to learning about different potential career options. The campuses hosted a diverse group of representatives from various career industries. The presenters ranged from professionals within the health care, photography, plumbing, technology, and academic professions. Students were quite receptive to the presentations and asked substantive questions about the different career pathways.

#### **Community Involvement**

Mr. James Hutchins with New Life Community Church in Frisco, Texas served as a keynote speaker for the DRC and JJAEP campuses during the last week of school. During his motivational message, Mr. Hutchins encourages the students to never give up and to make positive decisions. The session was extremely interactive and students left the session encouraged about their possibilities.

#### **STAAR Preparation**

The focus for the month of May for JJAEP has been STAAR initiatives to help our students to achieve greater gains during the test which is forthcoming. Efforts to attain our academic goals have primarily been targeted in mathematics and reading. Specifically, students are being tutored in small groups and individually during the homeroom period. Partnerships are still ongoing with the Math Department and the OdysseyWare/Technology Department to help the

students in areas in which they are lacking skills that illustrate mastery. In addition, students had 15 minutes of reading time daily to increase student fluency and comprehension. Across our campus, objectives were broken down into smaller components and spread throughout the content areas so students are receiving repetition and practice in the objectives that have been identified as having less than satisfactory measures. In addition, the JJAEP teachers are continuously working on creating individual profiles of students in order to determine the students' strengths and weaknesses which are conducted weekly in each of the core subject areas.

#### **State Assessment Results**

The 8<sup>th</sup> grade reading and End of Course (EOC) 2<sup>nd</sup> Administration re-test results have been reported to students and parents by their home districts. The 8<sup>th</sup> grade reading test continues to present challenges for our students. During the second administration ten 8<sup>th</sup> grade students were tested in Reading and only one passed. Of the nineteen students tested for the Algebra I EOC only six were successful during the second administration. In Biology, fourteen students tested and three passed. Twenty-six students were administered the English I EOC and six passed the test. Twenty-three students took the English II EOC and seven were successful during the second administration. In United States History, three of the four students tested passed. Interventions have been planned and will target the students' deficiency areas to prepare them for the June Administration of the STAAR 8<sup>th</sup> Grade Reading and EOC Tests during the summer.

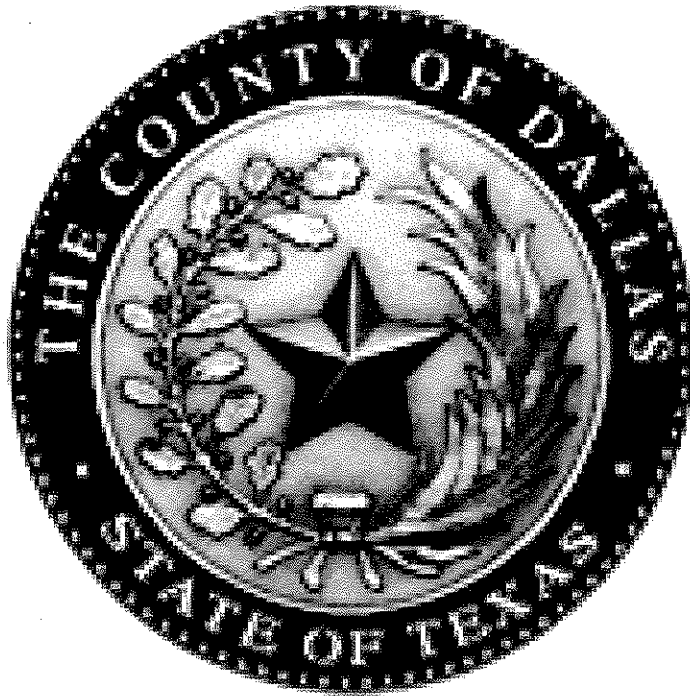
**DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

ACTIVE ENROLLMENT									
Student Enrollment as of :		5/29/2015		Total Enrollment:		65			
Students on Probation/Spv.:		35		53.85%					
OFFENSE STATUS									
Disc.:		23		35.38%		Mand.:		42	
				64.62%		Plmt.:		0	
								0.00%	
DEMOGRAPHICS									
Category					Category				
GENDER					DISTRICT	Number	Percent		
Male			Female		CFB-904	4	6.15%		
52	80.00%			13	20.00%		CHISD-904	2	3.08%
GRADE	Number	Percent				Coppell-992	1	1.54%	
3	0	0.00%				Desoto-906	3	4.62%	
4	0	0.00%				DISD-905	15	23.08%	
5	2	3.08%				Duncanville-907	5	7.69%	
6	6	9.23%				Garland-909	10	15.38%	
7	12	18.46%				GPISD-910	2	3.08%	
8	15	23.08%				HPISD-911	0	0.00%	
9	14	21.54%				IRVING-912	5	7.69%	
10	9	13.85%				Lancaster-913	2	3.08%	
11	4	6.15%				Mesquite-914	12	18.46%	
12	3	4.62%				RISD-916	4	6.15%	
65			100.00%		Sunnyvale-919		0	0.00%	
							65	100.00%	
AGE	Number	Percent		ETHNICITY		Number	Percent		
10	1	1.54%		African American		28	43.08%		
11	2	3.08%		Asian		0	0.00%		
12	6	9.23%		Caucasian		6	9.23%		
13	10	15.38%		Hispanic		31	47.69%		
14	13	20.00%		Native American		0	0.00%		
15	13	20.00%				65	100.00%		
16	11	16.92%							
17	6	9.23%							
18+	3	4.62%							
65			100.00%						
OFFENSE DESCRIPTIONS						Number	Percent		
D-12/13	Serious/Persistent Misbehavior					15	23.08%		
D-14	Misdemeanor Drugs					0	0.00%		
D-15	Felony Criminal Mischief					0	0.00%		
D-16	Court/County Placement					0	0.00%		
D-17	Assault Against Employee					5	7.69%		
D-18	Assault/Retaliation of Employee (ON/OFF CAMPUS)					2	3.08%		
D-19	False Alarm/Terroristic Threat					1	1.54%		
Title 5	Off Campus Felonies Against Student & Other New Discretionary					0	0.00%		
M-01	Weapons/Firearms					6	9.23%		
M-02	Weapons other than Firearm					11	16.92%		
M-03	Aggravated Assault					6	9.23%		
M-04	Sexual Assault					0	0.00%		
M-05	Aggravated Sexual Assault					1	1.54%		
M-06	Arson					8	12.31%		
M-07	Murder Offenses/Manslaughter					0	0.00%		
M-08	Indecency with a Child					0	0.00%		
M-09	Aggravated Kidnapping					0	0.00%		
M-10	Felony Drugs					10	15.38%		
M-11	Retaliation Against Any Employee					0	0.00%		
P-16	Court Placement					0	0.00%		
						65	100.00%		
DETENTION; PLACEMENT or WARRANTS:						2	3.08%		
SPECIAL EDUCATION STUDENTS:						7	10.77%		
Avg. Daily Attendance:		59		90.77%		Cum. SY Daily Attendance:		66	
								78.40%	

**DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

**2014-2015 School Year**

The month of May began with 70 students and ended with 65 students enrolled to attend the Dallas County's JJAEP. On average, there were 59 or 90.77% of the students attending on any given day in May. Of the 65 students enrolled at month end, there were 23 discretionary referrals; 0 placement; and 42 mandatory referrals.



**ACTION ITEM**

**C.**





**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:** June 22, 2015  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** FY2016 Juvenile Department Budget

**BACKGROUND**

The Juvenile Department has used financial estimates based on past expenditures/historical trends, statutory requirements, Juvenile Court mandates (ie: residential placement) and community agency provider costs to develop the FY2016 Budget. The purpose of this briefing is to highlight key components and provide a detailed explanation of the impact these items will have on the budget.

**REFERRAL HISTORY**

Compared to this time last year, total referrals through May 2015 are up by 10% from this same period of time last year. Felony referrals overall increased by 4%, Misdemeanor referrals overall increased by 15%, and Children In Need of Supervision (CINS) referrals are up by 19%. Violation of Probation (VOP's) and Contempt referrals, however, are down 3% from this time last year. The pattern for FY2015 reflects a slight trend of increasing referrals for most offense types, except with regard to felony drug referrals (down 41%), felony weapons referrals (down 11%), burglary referrals (down 11%), and sexual assaults (down 5%).

Specifically, with regard to FY2015 Felony offenses, the primary areas of increase are in homicide referrals (60%), robbery referrals (32%), other property felony referrals (29%), other felony referrals (26%), assault referrals (23%), and theft referrals (6%). In regards to FY2015 Misdemeanor offenses, the primary areas of increase are in other property referrals (28%), drug referrals (23%), and assault referrals (15%).

A critical area which highlights the Department's continuing efforts to work with youth in the community by wrapping them in services, as opposed to seeking residential placement, is the decrease in referrals for Technical Violations of Probation, in which youth fail to abide by their Terms and Conditions of Probation. Through May 2015, these referrals have decreased by 7% to date as compared to last year at this time.

**DETENTION**

The Detention population for FY2015 (through May) has averaged 161 youth per day, compared to 167 per day in FY2014. The Average Length of Stay (ALOS) in the Detention Center in FY2015 (through May) is 19 days, which is the same average amount of time for the equivalent period in FY2014.

**CONTRACT RESIDENTIAL PLACEMENT**

The Average Daily Population (ADP) for FY2014 to date is currently 83, which is significantly below the budgeted ADP of 120. Factors influencing this reduction include the Department's commitment to utilizing Dallas County facilities whenever possible and able to meet the needs of placement youth; and the judiciary's support in keeping

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law abiding citizens, while promoting public safety and victim restoration.*

Dallas County youth "closer to home" when making placement dispositional decisions. Dallas County has also kept its TJJD commitment numbers at a very low amount compared to previous years.

### LEGISLATIVE

The Department is funded by the Commissioners Court, by State funds allocated through the Texas Juvenile Justice Department (TJJD), and by several grants which we have been awarded.

### REVENUES

Due to payment delays from fiscal year to fiscal year, we have to make projections on the Title IV-E Maintenance and Administrative claims. It is anticipated that our FY2015 claims will be reduced from our FY2014 reimbursements; which totaled \$422,409.39. Maintenance claims are projected to amount to \$245,307.65 of this total, which is primarily a result of lower placement numbers in FY2015. Administrative fees are projected to amount to \$177,101.74. Title IV-E funds are not accounted for in the Department's budget and are deposited in its designated fund. As approved by the Juvenile Board previously, we have partnered with Justice Benefits, Inc. (JBI) in an effort to increase administrative claims through the reintroduction of "reasonable candidates" claims. Possible revenue projections will not be known until the end of calendar year 2016.

### BUDGET REQUEST

The Juvenile Department recommends that the proposed FY2016 General Fund budget be established at \$50,181,919. This represents an overall increase of \$892,311; or approximately 1%, from the allocated FY2015 approved budget. The Juvenile Department recommends that the proposed total FY2016 budget, including State, Federal, and Grant funding, be established at \$69,951,951. This too represents an approximate 1% increase from the FY2015 approved budget.

### STRATEGIC PLAN COMPLIANCE

The current proposed budget for FY2016 conforms to the Dallas County Strategic Plan – Vision 3 *Dallas County is safe, secure, and prepared*, as evidenced by the *effective allocation of juvenile justice resources across Dallas County*.

### RECOMMENDATION

It is requested that the Juvenile Board approve the FY2016 budget request for the Juvenile Department for formal submission to the Dallas County Commissioners Court.

Recommended by:



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

**JUVENILE BOARD ORDER**

**ORDER NO:** 2015-xxx

**DATE:** June 22, 2015

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of June, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

**WHEREAS,** the Juvenile Department's proposed FY2016 budget was presented for Juvenile Board approval; and

**WHEREAS,** the proposed FY2016 Juvenile Department budget proposes a recommended amount of \$50,181,919 financed through the Dallas County General Fund, which represents an overall increase of \$892,311; or approximately 1% from the allocated FY2015 approved budget; and

**WHEREAS,** the proposed FY2016 Juvenile Department budget proposes a recommended amount of \$69,951,951 when including State and Federal aid, and all Grant funding, which also represents an approximately 1% increase from the allocated FY2016 approved budget; and

**WHEREAS,** upon approval, the Juvenile Department's FY2016 proposed budget request will be submitted for Commissioners Court approval through normal County procedures; and

**WHEREAS,** this request conforms to the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the *effective allocation of juvenile justice resources across Dallas County*.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board of Dallas County approves the Juvenile Department's FY2016 budget request for submission to the Dallas County Commissioners Court.

**DONE IN OPEN BOARD MEETING** this 22nd day of June, 2015.

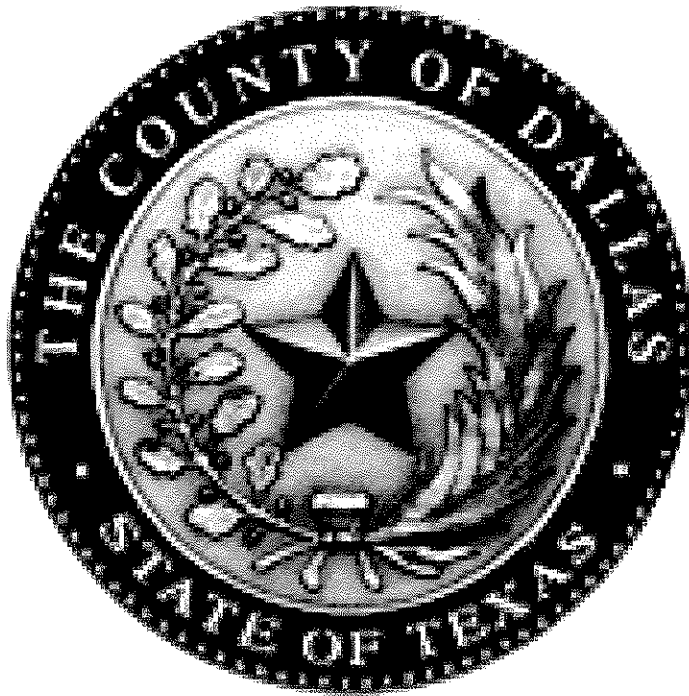
The forgoing Juvenile Board Order was lawfully moved by \_\_\_\_\_ and seconded by \_\_\_\_\_,  
and duly adopted by the Juvenile Board on a vote of \_\_ for the motion and \_\_\_\_ opposed.

Recommended by:

Approved by:

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

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



**ACTION ITEM**

**D.**



**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:** June 22, 2015  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Dallas County Juvenile Justice Alternative Education Program Budget FY2016

**Background of Issue:**

The FY2016 Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) budget, based on projected attendance and program needs, has been developed with input from program staff and information gained from Governance Committee members. The purpose of this briefing is to seek approval for the DCJJAEP FY 2016 Budget.

**Impact on Operations and Maintenance:**

For this upcoming 2015-2016 school year, JJAEP Governance Committee members have relayed that their plan is to send approximately the same number of discretionary students to the JJAEP as in the 2014-2015 school year. The key challenge is accurately forecasting the number of enrollments during each year; so based on communication with the districts, the JJAEP plans on servicing the same or possibly fewer numbers in 2015-2016. Funding is based upon students actually present each day (daily attendance) and is not necessarily based upon student enrollment. The FY 2016 DCJJAEP budget projects revenue of \$1,278,081.

The following are key components of the FY 2016 budget.

- An average daily attendance (ADA) of 75 students to create revenue using the following rates: mandatory expulsions at a \$86 per diem, and discretionary expulsions at \$103.58 per diem.
- Food services being provided by the Dallas Independent School District via the National School and Breakfast Lunch program, indicating that no expenses are incurred by the JJAEP; as any students not identified as "free" lunch are funded by the Region 10 Educational Service Center.
- The academic needs analysis of the program dictate that the following expenditures be made:  
Continued utilization of the C-SCOPE curriculum. C-SCOPE is a comprehensive, customizable, user-friendly, curriculum management system built on the most current research-based practices in the field. Its primary focus is to impact instructional practices in the classroom to improve student performance (line item 2095)
- Educational supplies, including assessment materials to assist with evaluation and placement of students with learning differences (line item 2950).

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214-698-2200 Office

214-698-5508 Fax

- Continued use of the school administrative software application (TxEis) and support offered by Region 10 Educational Service Center to assist with the required Texas Education Agency Public Education Information Management System to provide information on district organization, finances, staff, and students as it integrates student and business systems to maintain compliance with state and federal reporting and accountability requirements (line item 2095).
- Continuation of contracted special education consultation services with Diagnostic Assessment Services to ensure compliance with the Memorandum of Understanding with the 14 Independent School Districts, and Region 10 Education Service Center (line item 5590).
- Continuation of services with Parkland Nurses (line item 5590).
- Professional development, including but not limited to the Texas Association of Alternative Educators Conference, CSCOE, and Texas Juvenile Justice Department (TJJD) recommended trainings (line item 2460).
- Continuation of annual maintenance services renewal with Scantron to score the mandatory State test for students (line item 2670).
- Continuation of contracted special education consultation services with Styles of Music Mentoring Services to assist with the behavioral intervention goals of our Special Education students (line item 5590).
- Continuation of services with Dallas Area Rapid Transit to allow monthly and daily bus passes for students to ride DART (line item 5140).
- Continuation of lease agreement with Sealy (line item 7010).
- Operational staff to be in compliance with TJJD standards.

Approval of the Dallas County Juvenile Justice Alternative Education Program's budget will provide the authorization required to process the on-going daily expenditures needed to operate the JJAEP. Authorized budgets are designed to accurately communicate planned expenditures.

#### **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:**

It is expected that projected revenues will balance projected expenses. Ongoing management analysis of the academic needs based on enrollment data will be employed to manage the budget. The above noted allocation of staff and expenditure of revenue are projected to result in a balanced budget. The financial JJAEP budget has been reviewed and approved by Ms. Carmen Williams, Budget Supervisor.

**Performance Impact Measures:**

There are no specific performance measures.

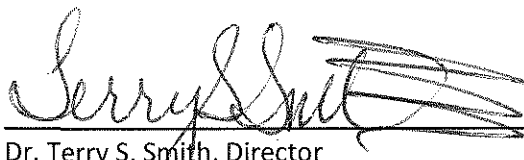
**Project Schedule/Implementation:**

The proposed budget will be implemented on September 1, 2015 and be in effect until August 31, 2016.

**Recommendation:**

It is recommended that the Juvenile Board approve the Dallas County Juvenile Justice Alternative Education Program FY 2016 Budget as presented.

**Recommended by:**

A handwritten signature in black ink, appearing to read "Terry S. Smith", with several horizontal strokes underneath.

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



## JUVENILE BOARD ORDER

**ORDER NO:** 2015-xxx

**DATE:** June 22, 2015

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of June, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** The FY 2016 Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) budget, based on projected attendance and program needs, has been developed with input from program staff and information gained from Governance Committee members; and
- WHEREAS,** For this upcoming 2015-2016 school year, JJAEP Governance Committee members have indicated that their plan is to send approximately the same number of discretionary students to the JJAEP as in the 2014-2015 school year. The key challenge is to accurately forecast the number of enrollments during each year, so based on communication with the districts, JJAEP plans on servicing the same or possibly fewer numbers in 2015-2016; and
- WHEREAS,** Funding is based upon students actually present each day (daily attendance) and not necessarily based upon student enrollment; and
- WHEREAS,** The FY 2016 DCJJAEP budget projects revenue of \$1,278,081; and
- WHEREAS,** There are several key components of this FY 2016 budget, such as a projection of an average daily attendance (ADA) of 75 students, with a mandatory expulsion rate of \$86 per diem and a discretionary expulsion rate of \$103.58 per diem; and
- WHEREAS,** Food services are provided by the Dallas Independent School District via the National School and Breakfast Lunch program, indicating that no expenses are incurred by the JJAEP, as any students not identified as "free" lunch are funded by the Region 10 Educational Service; and
- WHEREAS,** The academic needs analysis of the program dictate that the following expenditures be made: continued utilization of the C-SCOPE curriculum, which is a comprehensive, customizable, user-friendly, curriculum management system built on the most current research-based practices in the field, and whose primary focus is to impact instructional practices in the classroom to improve student performance (line item 2095); educational supplies, including assessment materials to assist with evaluation and placement of students with learning differences are needed (line item 2950); use of the school administrative software application (TxEis) and support offered through Region 10 to assist with the required Texas Education Agency Public Education Management System (line item 2095); continuation of contracted special education consultation services with Diagnostic Assessment Services to ensure compliance with the Memorandum of Understanding with the 14 Independent School Districts, and Region 10 Education Service Center (line item 5590); services with Parkland

Nurses for medical needs (line item 5590); professional development, including but not limited to the Texas Association of Alternative Educators Conference, C-Scope Institute, and TJJD recommended trainings (line item 2460); maintenance services renewal with Scantron (line item 2670); special education consultation services with Styles of Music Mentoring Services (line item 5590); services with Dallas Area Rapid Transit (line item 5140); lease agreement with Sealy (line item 7010); and the cost of the operational staff to be in compliance with TJJD standards; and

**WHEREAS,** The projected revenue of \$1,278,081 is expected to equal all projected expenses, thereby creating a balanced budget for the DCJJAEP; and

**WHEREAS,** Approval of the Dallas County Juvenile Justice Alternative Education Program's budget will provide the authorization required to process the on-going daily expenditures needed to operate the JJAEP.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve the Dallas County Juvenile Justice Alternative Education Program FY 2016 Budget as presented.

**DONE IN OPEN BOARD MEETING** this 22nd day of June, 2015.

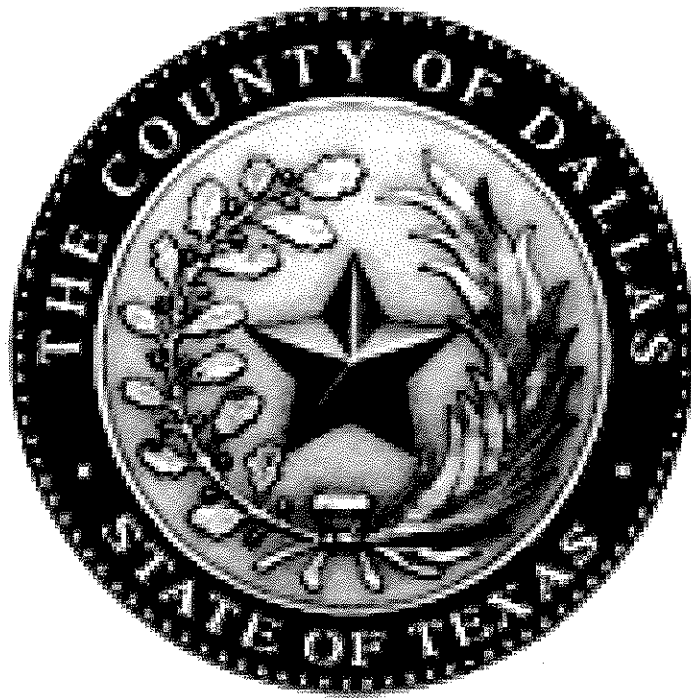
The forgoing Juvenile Board Order was lawfully moved by \_\_\_\_\_ and seconded by \_\_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_\_\_ for the motion and \_\_\_ opposed.

Recommended by:

Approved by:

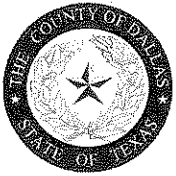
\_\_\_\_\_  
Dr. Terry S. Smith, Director  
Dallas County Juvenile Department

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



**ACTION 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:** June 22, 2015  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Juvenile Justice Alternative Education Program (JJAEP) MOU

**Background of Issue:**

The Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) is a school mandated for Dallas County by the Texas Legislature since 1996. This program serves students referred to the JJAEP due to expulsion from the fourteen independent school districts (ISD's), of Dallas County. The Dallas County Juvenile Department and Dallas County Juvenile Justice Alternative Education Program are both located in Dallas County in North Central Texas. Dallas County covers 880 square miles and has a total population of 2,245,398 (almost 10% of the state's population).

The purpose of this briefing is to request Juvenile Board approval as the operation and oversight entity of DCJJAEP. The services are shared jointly by stakeholders, (the fourteen Independent School Districts, Dallas County Juvenile Board, Region X Education Service Center, and Dallas County Schools Transportation), through implementation of a Memorandum of Understanding (MOU). Region X Education Services Center employs one administrator and one clerical staff dedicated to the fiscal matters of the DCJJAEP and of the sharing agreement between the fourteen ISD's and the Dallas County Juvenile Board.

**Impact on Operations and Maintenance:**

As in all previous years, this Memorandum of Understanding (sometimes referred to herein as "Agreement") is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 and Texas Education Code, Chapter 37, and is entered into to be effective August 1, 2015. The Parties to this Agreement are, the Dallas County Juvenile Board (DCJB), Region X Education Service Center and the following educational entities: Carrollton-Farmers Branch Independent School District, Cedar Hill Independent School District, Coppell Independent School District, Dallas Independent School District, DeSoto Independent School District, Duncanville Independent School District, Garland Independent School District, Grand Prairie Independent School District, Highland Park Independent School District, Irving Independent School District, Lancaster Independent School District, Mesquite Independent School District, Richardson Independent School District, and Sunnyvale Independent School District (hereinafter referred to collectively as the "ISDs").

**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.

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*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**

**Legal Information:**

The agreement has been approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Administrative Legal Advisor. The agreement is attached with Exhibits A (MOU). The agreement requires the signature of the authorized official from the Juvenile Board Chairman or Chief Deputy Dallas County Juvenile Department.

**Financial Impact/Considerations:**

Dallas County will continue to operate the Program, providing the facility and services at the rate of \$103.58 per/day; each district will continue to pay \$114.00 per/day for each discretionary referral and the Texas Juvenile Justice Department (TJJD) will continue to pay at the rate of \$86.00 for all mandatory students.


**Performance Impact Measures:**

The annual performance measures are submitted each year.

**Recommendation:**

It is recommended the Dallas County Juvenile Board approve the 2015-2016 Memorandum of Understanding Agreement between the fourteen Independent School Districts and the Dallas County Juvenile Department.

**Recommended by:**

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

## JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: June 22, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22<sup>nd</sup> day of June 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

**WHEREAS,** the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) is a school mandated for Dallas County by the Texas Legislature since 1996. This program serves students referred to the JJAEP due to expulsion from the fourteen independent school districts (ISD's), of Dallas County. The Dallas County Juvenile Department and Dallas County Juvenile Justice Alternative Education Program are both located in Dallas County in North Central Texas. Dallas County covers 880 square miles and has a total population of 2,245,398 (almost 10% of the state's population).

the purpose of this briefing is to request Juvenile Board approval as the operation and oversight entity of DCJJAEP. The services are shared jointly by stakeholders, (the fourteen Independent School Districts, Dallas County Juvenile Board, Region X Education Service Center, and Dallas County Schools Transportation), through implementation of a Memorandum of Understanding (MOU). Region X Education Services Center employs one administrator and one clerical staff dedicated to the fiscal matters of the DCJJAEP and of the sharing agreement between the fourteen ISD's and the Dallas County Juvenile Board; and

**WHEREAS,** as in all previous years, this Memorandum of Understanding (sometimes referred to herein as "Agreement") is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 and Texas Education Code, Chapter 37, and is entered into to be effective August 1, 2015. The Parties to this Agreement are, the Dallas County Juvenile Board (DCJB), Region X Education Service Center and the following educational entities: Carrollton-Farmers Branch Independent School District, Cedar Hill Independent School District, Coppell Independent School District, Dallas Independent School District, DeSoto Independent School District, Duncanville Independent School District, Garland Independent School District, Grand Prairie Independent School District, Highland Park Independent School District, Irving Independent School District, Lancaster Independent School District, Mesquite Independent

School District, Richardson Independent School District, and Sunnyvale Independent School District (hereinafter referred to collectively as the "ISDs"); 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 Juvenile Board approve the 2015-2016 Memorandum of Understanding Agreement between the fourteen Independent School Districts and the Dallas County Juvenile Department.

**DONE IN OPEN BOARD MEETING** this 22<sup>nd</sup> day of June, 2015.

The forgoing Juvenile Board Order was lawfully moved by \_\_\_\_\_ and seconded by \_\_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_\_\_\_\_ for the motion and \_\_\_\_\_ opposed.

Recommended by:

Approved by:

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

\_\_\_\_\_  
Judge Cheryl Shannon, Chairman  
Dallas County Juvenile Board

Dallas County Juvenile Justice Alternative Education Program (DCJJAEP)  
Memorandum of Understanding (MOU)  
Attachment A  
Procedure for Students Receiving Special Education Services

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- I. School districts may expel a student with disabilities only after a duly constituted manifestation determination review (MDR) is conducted according to the Individuals with Disabilities Education Act (IDEA) provisions and regulations.
- DCJJAEP placement may result if:
- A. The expellable behavior is not a manifestation of the student's disability;
  - B. The expellable behavior falls within one of the special circumstances recognized by the IDEA (drugs, weapons, or serious bodily injury) and the length of placement in the DCJJAEP does not exceed 45 days; or
  - C. The expellable behavior is a manifestation of the student's disability but the parent and the sending school district agree to a change of placement to the JJAEP as part of the modification of the behavior intervention plan. Notwithstanding the foregoing, the parties understand that no child with a disability who receives special education services may be placed in the DCJJAEP for solely educational purposes.
- II. The following procedures shall serve to establish a mechanism whereby DCJJAEP staff can communicate with, and provide input to, the ARD Committee regarding placement and the continuation of special education services to students while at the DCJJAEP.

Nothing in these Procedures shall be construed to relieve the DCJJAEP or the local education agency of its statutory obligations under Texas law to students eligible for special education services under the (IDEA). Likewise, nothing in these Procedures shall be construed to create a duty on the participating sending districts to indemnify the DCJJAEP for any failure to provide services that the DCJJAEP is required to provide under this MOU.

DCJJAEP, pursuant to the Memorandum of Understanding Regarding Dallas County Juvenile Justice Alternative Education Program (the "MOU") as it may be modified from time to time and IDEA, shall provide special education instructional services in a full continuum of arrangements, as specified as appropriate in the student's IEP.

Per 34 CFR § 300.114 Least Restrictive Environment (LRE) requirements.

(a) *General.*

- (1) Except as provided in § 300.324(d)(2) (regarding children with disabilities in adult prisons), the State must have in effect policies and procedures to ensure that public agencies in the State meet the LRE requirements of this section and §§ 300.115 through 300.120.
- (2) Each public agency must ensure that-
  - (i) To maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled; and
  - (ii) Special classes, separate schooling, or other removal of children with disabilities from the



Dallas County Juvenile Justice Alternative Education Program (DCJJAEP)  
Memorandum of Understanding (MOU)  
Attachment A

Procedure for Students Receiving Special Education Services

---

regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

The student's IEP will include, as appropriate, a functional behavioral assessment (FBA), behavioral intervention services and modifications that are designed to provide instruction so that the behavior does not interfere with the ability of the student to receive an educational benefit.

- A. The sending school district will be responsible for the provision of Speech and any related services as specified in the student's IEP.
- B. The sending school district will conduct any required evaluation or re-evaluation and hold IEP meetings as appropriate.
- III. Upon enrollment of a student who receives special education services, the DCJJAEP Special Education Designee will notify the special education administration from the sending school district. The Designee will also notify special education administration when a student who is enrolled at DCJJAEP changes residence into a different school district.
- IV. During the time that the student is placed in the DCJJAEP, the sending school district and DCJJAEP agree as follows:
  - A. The DCJJAEP special education teacher will review the IEP and inform the appropriate instructional staff regarding required IEP implementation, including identified accommodations and/or modifications needed to ensure progress toward the IEP. If a student's needs change, DCJJAEP staff shall notify the sending school district. The sending school district will promptly convene an ARD meeting with the appropriate school district staff and DCJJAEP staff to address the student's needs.
  - B. The DCJJAEP special education teacher shall provide the direct special education service as indicated on the IEP and provide indirect service to the regular instructional staff regarding implementation of the IEP according to the frequency and duration of service as indicated on the student's IEP and in compliance with IDEA 2004 statutory requirements.
  - C. The sending school district is responsible for periodic monitoring of students' performance at DCJJAEP.
    - 1. Parents of students who receive special education services must receive progress reports at least as often as parents of regular education students or as identified in the student's current IEP documents. Such progress report must be based on progress on IEP goals and objectives and is in addition to the grade report.
    - 2. The DCJJAEP special education teacher shall assist in monitoring and documenting the progress of students who receive special education services. DCJJAEP will provide the sending school district information pertaining to each student's progress. This shall be a copy of the LEA's designated reporting period (6 or 9 weeks) IEP progress report sent to parents by DCJJAEP.

Dallas County Juvenile Justice Alternative Education Program (DCJJAEP)

Memorandum of Understanding (MOU)

Attachment A

Procedure for Students Receiving Special Education Services

---

- V. The DCJJAEP Special Education Designee shall notify the special education administration of the sending school district at least three weeks prior to the return of a student to the district. The sending school district shall convene an ARD committee meeting including DCJJAEP general and special education staff and other required members to consider exit and transition to the sending school district. The DCJJAEP shall provide to the ARD committee:
1. Present levels of academic achievement and functional performance
  2. Updated goals and objectives based on progress monitoring reports
  3. Proposed goals and objectives
  4. Student's current report card and transcript
  5. Summary of successful behavioral interventions
- VI. DCJJAEP administration shall ensure and document that all staff are trained annually and adhere to legal requirements of confidentiality.
- DCJJAEP administrators shall ensure and document that all staff are trained annually and adhere to IDEA requirements and state regulations.

**APPROVED:**

**DALLAS COUNTY JUVENILE BOARD**

BY: \_\_\_\_\_  
CHAIR, DALLAS COUNTY  
JUVENILE BOARD

DATE: \_\_\_\_\_

**REGION 10 EDUCATION SERVICE CENTER**

BY: \_\_\_\_\_  
REGION 10 EDUCATION  
SERVICE CENTER

DATE: \_\_\_\_\_

**CARROLLTON-FARMERS BRANCH  
INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
CARROLLTON-FARMERS BRANCH  
INDEPENDENT SCHOOL DISTRICT

DATE: \_\_\_\_\_

**CEDAR HILL INDEPENDENT  
SCHOOL DISTRICT**

BY: \_\_\_\_\_  
CEDAR HILL INDEPENDENT  
SCHOOL DISTRICT

DATE: \_\_\_\_\_

**COPPELL INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
COPPELL INDEPENDENT SCHOOL  
DISTRICT

DATE: \_\_\_\_\_

**DALLAS INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
DALLAS INDEPENDENT SCHOOL  
DISTRICT

DATE: \_\_\_\_\_

**DE SOTO INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
DE SOTO INDEPENDENT SCHOOL  
DISTRICT

DATE: \_\_\_\_\_

**DUNCANVILLE INDEPENDENT SCHOOL  
DISTRICT**

BY: \_\_\_\_\_  
DUNCANVILLE INDEPENDENT  
SCHOOL DISTRICT

DATE: \_\_\_\_\_

**GARLAND INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
GARLAND INDEPENDENT  
SCHOOL DISTRICT

DATE: \_\_\_\_\_

**GRAND PRAIRIE INDEPENDENT SCHOOL  
DISTRICT**

BY: \_\_\_\_\_  
GRAND PRAIRIE INDEPENDENT  
SCHOOL DISTRICT

DATE: \_\_\_\_\_

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Once approved, please return this sheet only to:

Evelyn Glenn, Region 10 ESC, 400 E. Spring Valley Rd., Richardson, TX 75081 – 5101

Or

E – mail as an attachment to: [evelyn.glenn@region10.org](mailto:evelyn.glenn@region10.org)

Or

FAX to: 972.348.1079

**APPROVED:**

**HIGHLAND PARK INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
HIGHLAND PARK INDEPENDENT  
SCHOOL DISTRICT

DATE: \_\_\_\_\_

**IRVING INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
IRVING INDEPENDENT SCHOOL  
DISTRICT

DATE: \_\_\_\_\_

**LANCASTER INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
LANCASTER INDEPENDENT  
SCHOOL DISTRICT

DATE: \_\_\_\_\_

**MESQUITE INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
MESQUITE INDEPENDENT  
SCHOOL DISTRICT

DATE: \_\_\_\_\_

**RICHARDSON INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
RICHARDSON INDEPENDENT  
SCHOOL DISTRICT

DATE: \_\_\_\_\_

**SUNNYVALE INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
SUNNYVALE INDEPENDENT  
SCHOOL DISTRICT

DATE: \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
Attorney for Region 10 Education Service Center

DATE: \_\_\_\_\_

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Once approved, please return this sheet only to:

Evelyn Glenn, Region 10 ESC, 400 E. Spring Valley Rd., Richardson, TX 75081 – 5101

Or

E – mail as an attachment to: [evelyn.glenn@region10.org](mailto:evelyn.glenn@region10.org)

Or

FAX to: 972.348.1079



# REGION 10

## EDUCATION SERVICE CENTER

DATE: May 29, 2015

TO: Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) –  
Governance Committee Members  
Dallas County Juvenile Board

FROM: Arzell Ball, Region 10 Education Service Center (ESC) - Program Coordinator  
Dallas County Juvenile Justice Alternative Education Program (DCJJAEP)

RE: 2015 – 2016 Memorandum of Understanding (MOU) regarding the Dallas County  
Juvenile Justice Alternative Education Program (DCJJAEP)

Attached you will find the *Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) 2015 – 2016 Memorandum of Understanding (MOU)*, including *Attachment A – Procedure for Students Receiving Special Education Services*.

In addition to minor cosmetic updates, i.e., effective and end dates, the major changes are as follows:

PAGE	SECTION:	PARA:	CHANGE / UPDATE:	NEW LANGUAGE:
Title	-	-	Cosmetic: Dates	<b>August 1, 2015</b>
10	<b>FOUR: STUDENT PLACEMENT IN DCJJAEP</b>	4.11 (C)	Addition	(C) For discretionary placements, enrollment in the DCJJAEP should minimize academic disruption of the DCJJAEP program:  i. There will be no admission to or enrollment in the DCJJAEP in the seven-day period preceding the administration of state-mandated assessments;  ii. There will be no admission to or enrollment in the DCJJAEP in the ten-day period preceding the last day of classes of the either the first or second semester; and  iii. A student whose enrollment in the DCJJAEP is delayed under this section shall continue to receive educational services in a disciplinary placement provided at the home district pending enrollment in the DCJJAEP. Days served in the home district's disciplinary placement shall be considered the same as days served in the DCJJAEP.
17	<b>TWELVE: FUNDING FOR DCJJAEP AND FISCAL AGENT</b>	12.2	• Cosmetic: Dates	<b>July 31, 2016</b>
19	<b>THIRTEEN: TERM OF MEMORANDUM OF UNDERSTANDING</b>	13.1	• Cosmetic: Dates	<b>July 31, 2016</b>

# **REGION 10** EDUCATION SERVICE CENTER

Furthermore, **Attachment A - Procedures for Students Receiving Special Education Services** changes / update are as follows:

PAGE	PARA:	CHANGE / UPDATE:	NEW LANGUAGE:
1	I.	Update language	B. [The expellable behavior falls within one of the special circumstances recognized by the IDEA (drugs, weapons, or serious bodily injury) and the length of placement in the DCJJAEP does not exceed 45 days, or]
1	II	Reformat paragraph for clarification	<p>II. The following procedures shall serve to establish a mechanism whereby DCJJAEP staff can communicate with, and provide input to, the ARD Committee regarding placement and the continuation of special education services to students while at the DCJJAEP.</p> <p>Nothing in these Procedures shall be construed to relieve the DCJJAEP or the local education agency of its statutory obligations under Texas law to students eligible for special education services under the (IDEA). Likewise, nothing in these Procedures shall be construed to create a duty on the participating sending districts to indemnify the DCJJAEP for any failure to provide services that the DCJJAEP is required to provide under this MOU.</p> <p>DCJJAEP, pursuant to the Memorandum of Understanding Regarding Dallas County Juvenile Justice Alternative Education Program (the "MOU") as it may be modified from time to time and IDEA, shall provide special education instructional services in a full continuum of arrangements, as specified as appropriate in the student's IEP.</p>
2	II.A and II.B	Reword paragraphs for clarification	<p>A. <del>The sending school district will be responsible for the provision of Speech and any related services as specified in the student's IEP.</del></p> <p>B. The sending school district will conduct any required evaluation or re-evaluation and hold IEP meetings as appropriate.</p>
3	V.	Reword paragraphs for clarification	<p>The DCJJAEP Special Education Designee shall notify the special education administration of the sending school district at least three weeks prior to the return of a student to the district. The sending school district shall convene an ARD committee meeting including DCJJAEP general and special education staff and other required members to consider exit and transition to the sending school district. The DCJJAEP shall provide to the ARD committee:</p> <ol style="list-style-type: none"> <li>1. Present levels of academic achievement and functional performance</li> <li>2. Updated goals and objectives based on progress monitoring reports</li> <li>3. Proposed goals and objectives</li> <li>4. Student's current report card and transcript</li> <li>5. Summary of successful behavioral interventions</li> </ol>

**Comment [RM1]:** This is only true for those students with disabilities for which there is a manifestation determination that the behavior was directly linked to the disability; all students with disabilities, for which there is no MDR link, can receive the same discipline length of term as other students.

**Comment [AT2]:** This provision of the IDEA (the so-called special circumstances removal) only permits removals under these circumstances for up to 45 days. 34 CFR 300.530(g). This conflicts with other portions of the MOU that provide for a minimum placement term of longer than 45 days.

**Comment [AT3]:** The sending school district is responsible for FAPE generally, and this includes the provision of related services.

**Comment [RM4]:**

These documents have been

- Reviewed for legal compliance and have been concurred on by Sara Leon of Powell & Leon, LLP, 1706 West 6th Street, Austin, Texas 78703.
- Voted on by the DCJJAEP Governance Committee and unanimously accepted as the official Memorandum of Understanding Regarding the Dallas County Juvenile Justice Alternative Education Program (MOU) for the school year 2015 - 2016.
- Updated to reflect the changes noted.

With the above certifications in place, please hold the attachments as a suitable documents for presentation to your individual District Boards for approval.

For your convenience, also attached are the marked – up copies of the 2014 – 2015 MOU and *Attachment A - Procedures for Students Receiving Special Education Services* tracking the changes and updates.

ATTACHMENTS

**MEMORANDUM OF UNDERSTANDING  
REGARDING DALLAS COUNTY JUVENILE  
JUSTICE ALTERNATIVE EDUCATION PROGRAM**

This Memorandum of Understanding (sometimes referred to herein as "Agreement") is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 and Texas Education Code, Chapter 37, and is entered into to be effective August 1, 2015. The Parties to this Agreement are, the Dallas County Juvenile Board ("DCJB"), Region 10 Education Service Center and the following educational entities: Carrollton-Farmers Branch Independent School District, Cedar Hill Independent School District, Coppell Independent School District, Dallas Independent School District, DeSoto Independent School District, Duncanville Independent School District, Garland Independent School District, Grand Prairie Independent School District, Highland Park Independent School District, Irving Independent School District, Lancaster Independent School District, Mesquite Independent School District, Richardson Independent School District, and Sunnyvale Independent School District (hereinafter referred to collectively as the "ISDs"). This agreement shall be effective upon District Board approval.

**RECITALS:**

**WHEREAS:**

(1) Chapter 37 of the Texas Education Code requires that in those counties with a population of 125,000 or more, juvenile boards and independent school districts must work cooperatively to provide alternative education programs. The responsibilities of school districts and county juvenile boards as to the operation and funding of such programs must be outlined in a joint memorandum of understanding pursuant to Texas Education Code Section 37.011 (k); and

(2) The educational spectrum available for youth provided under Chapter 37 of the Texas Education Code requires the creation of alternative education programs in each independent school district operating in Dallas County and the creation of a Dallas County Juvenile Justice Alternative Education Program (DCJJAEP). This partnership between the DCJB and the ISDs necessitates a memorandum of understanding defining the Parties' responsibilities to ensure the success of such alternative education programs; and

(3) The ISDs wish to reach an agreement with the DCJB as to the placement of students expelled from school under the provisions of Texas Education Code Sections 37.007 (b), (c), and (f); and

(4) The Dallas County Juvenile Board, Dallas County Schools, Region 10 Education Service Center, and the ISDs agree that the goals of this Memorandum of Understanding are (a) to establish consistency, predictability, and appropriateness of curriculum options and student placement following expulsion from school; (b) to return students to the school setting when appropriate; (c) to impress upon youth that there are progressive sanctions for misconduct in the public school setting; (d) to provide educational options for the juvenile courts, consistent with the progressive sanctions in the juvenile justice system where appropriate; and (e) to comply with the requirements of Chapter 37 of the Texas Education Code.

NOW THEREFORE, BY THIS MEMORANDUM OF UNDERSTANDING IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE PARTIES AS FOLLOWS:

**SECTION ONE: DEFINITIONS**

I.1 For purposes of this Agreement, the following definitions shall be used:

- (A) "Academic review team" shall mean those persons responsible for reviewing a student's academic progress in accordance with Texas Education Code Section 37.011(d); that is, the DCJB or its designee, and the parent or guardian of the student.
- (B) "Discretionary expulsion" shall refer to any student who is removed from the school setting for conduct for which expulsion is permitted but not required pursuant to the provisions of Texas Education Chapter 37. The term "discretionary expulsion" shall also refer to students who are registered sex offenders and who are removed from the regular educational setting and placed in the DCJJAEP pursuant to this Agreement.
- (C) "Liaison" shall be a person designated to act on behalf of a party to this Agreement with authority to bind such party regarding the day-to-day operation of the DCJJAEP. Each party to this Agreement shall designate a primary and alternate liaison and shall notify all other parties of such designation in writing within a reasonable period after execution of this Agreement. In the event no designation is made, the superintendent of schools / county judge shall be the designated liaison for that party for purposes of such communications.
- (D) "Mandatory expulsion" shall refer to any student who is removed from the school setting for conduct for which expulsion is required pursuant to the provisions of Texas Education Code Chapter 37.
- (E) "Student" shall mean any person age ten years or older and admitted into the public schools of an ISD under this MOU under Texas Education Code 25.001(b).
- (F) The Governance Committee will review and approve the DCJJAEP Code of Conduct.



- (G) The Governance Committee will review and approve the DCJJAEP Operating Procedures.

**SECTION TWO: STUDENT CODES OF CONDUCT**

2.1 The DCJJAEP will be created and operated pursuant to Chapter 37 of the Texas Education Code and this Memorandum of Understanding. Each ISD has developed a Student Code of Conduct, specifying the circumstances under which a student may be removed from a classroom, campus, or alternative education program.

2.2 The Student Code of Conduct adopted by each ISD shall set forth the circumstances under which youth will be subject to removal from the school setting and placement in the DCJJAEP. Each ISD agrees to adopt, as part of its Student Code of Conduct, the following definition of serious misbehavior that may result in removal from the school district alternative education program under Texas Education Code Section 37.007 (c):

“Serious misbehavior” shall mean:

- (1) Deliberate violent behavior that poses a direct threat to the health or safety of others;
- (2) Extortion, meaning the gaining of money or other property by force or threat;
- (3) Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
- (4) Conduct that constitutes the offense of:
  - (A) Public lewdness under Section 21.07, Penal Code;
  - (B) Indecent exposure under Section 21.08, Penal Code;
  - (C) Criminal mischief under Section 28.03, Penal Code;
  - (D) Personal hazing under Section 37.152; or
  - (E) Harassment of a student or district employee under Section 42.07(a) (1), Penal Code.

A student may be subject to discretionary expulsion for serious misbehavior only if the student, while placed in a disciplinary alternative education program, engages in such behavior. An ISD may, however, allow a student to be expelled from the regular school program and placed in the JJAEP for violations of Texas Education Code Sections 37.007 (b) or (f) and pursuant to Texas Education Code Section 37.0051. It is understood by the Parties to this Agreement that such expulsions shall be limited to conduct considered by the school district to be of a serious nature, or likely to substantially interfere with the ISD's educational programs.

2.3 Pursuant to Texas Education Code Section 37.309(b)(1), a student who is a registered sex offender and is removed from the regular educational program pursuant to Subchapter I, Chapter 37, Texas Education Code, shall be placed in the DCJJAEP in the same manner as a discretionary placement student pursuant to Section 4 of this Agreement. Pursuant to Texas Education Code Section 37.310, funding for students placed in the DCJJAEP under this paragraph shall be paid in the same manner as discretionary expulsion students under Section 12 of this Agreement.

### **SECTION THREE: GOVERNANCE OF DCJJAEP**

3.1 Composition of Governing Body - The DCJJAEP shall operate as a function of the Dallas County Juvenile Board, independent and apart from the other parties to this Memorandum of Understanding. It shall not be an independent political subdivision, nor shall it operate under the direction or control of any party to this Memorandum of Understanding other than the DCJB. All final decisions regarding the operation of the DCJJAEP shall be made by the DCJB, consistent with this Agreement.

3.2 Governance Committee - The role of the DCJJAEP Governance Committee shall be to provide advice and consultation to the DCJB in matters involving the operation of the DCJJAEP. Upon execution of this Memorandum of Understanding, the DCJB will establish a DCJJAEP Governance Committee consisting of one administrative representative from each ISD, said representatives to be chosen by the respective ISD, one representative of the Region 10 Education Service Center, and two additional representatives designated by the DCJB. The DCJJAEP administrator shall serve as an ex-officio member of the Governance Committee. In making appointments to the Governance Committee, all parties to the

Memorandum of Understanding agree to make their best effort to appoint representatives that reflect the ethnic and cultural diversity of the student population served by the DCJJAEP.

3.3 Quorum and Voting - A majority of the members of the DCJJAEP Governance Committee shall constitute a quorum. The DCJJAEP Governance Committee shall act by and through resolutions, motions or orders adopted or passed by the DCJJAEP Governance Committee upon the vote of the majority of the members of the DCJJAEP Governance Committee attending the meeting at which the issue was presented.

3.4 Voting Rights - Each member shall be entitled to one vote on each matter submitted to a vote of the members. In the event of a tie vote, the Chair shall have two votes.

3.5 Chair and Vice-Chair - At the initial meeting of the DCJJAEP Governance Committee, the members in attendance shall select a Chair and Vice-Chair by the affirmative vote of a majority of the members. The Chair shall preside over the meetings of the Committee and shall be responsible for scheduling regular and special called meetings of the Committee, including the provision of notice thereof. In the absence or disability of the Chair, his/her duties shall be performed and his/her powers may be exercised by the Vice-Chair. The Vice-Chair shall generally assist the Chair and shall have such powers and shall perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Chair of the DCJJAEP Governance Committee.

The Chair and Vice-Chair shall serve in their respective capacities until tendering written resignation(s), or until replacement by a majority vote of the members of the DCJJAEP Governance Committee. The Chair and Vice-Chair shall be entitled to vote on all matters coming before the DCJJAEP Governance Committee.

3.6 Meetings - The DCJJAEP Governance Committee shall hold regular meetings at such time and in such place as shall be determined by the Committee. Meetings shall be held in accordance with the provisions of the Texas Open Meetings Act, and procedures for meetings shall be governed by the most current version of *Robert's Rules of Order*. Special meetings of the DCJJAEP Governance Committee shall

be called by the Chair, or by affirmative vote of not less than one-third (1/3) of the members of the Committee.

3.7 Notice of Meetings - Written notice of all meetings of the DCJJAEP Governance Committee shall be posted at the place(s) for posting notice of public meetings of each of the Parties hereto in accordance with the Texas Open Meetings Act. The Chair of the Governance Committee shall transmit to each member of the Governance Committee a notice for the purpose of such posting not less than five (5) days prior to the date of the meeting. Notice shall be given by or at the general direction of Chair of the Committee, or the members calling the meeting.

3.8 Duties - The duties of the DCJJAEP Governance Committee shall include, but not be limited to the following:

- (A) To develop recommended operating policies and review the operations, policies and procedures of the DCJJAEP, and to make advisory recommendations to the DCJB regarding such operations, policies, and procedures including suggested changes or amendments thereto;
- (B) To periodically evaluate and report to the parties regarding the ongoing success of the DCJJAEP in providing alternative education to students within the DCJJAEP;
- (C) To participate in an advisory capacity in the development of the annual operating budget for the DCJJAEP, including adjustments to the annual per student rate charged to each member ISD for discretionary expulsion students served by the DCJJAEP; to recommend the initial criteria for, and thereafter monitor the ISDs' billing and payment schedule for the DCJJAEP; and to monitor reimbursement to the Fiscal Agent (as hereinafter defined) for its administrative expenses in connection with its responsibilities as set forth in Section Twelve herein;
- (D) To review the contractual arrangements of the DCJB with any providers of goods and services in connection with the creation and operation of the DCJJAEP, and to make recommendations to the DCJB in connection with such contracts;
- (E) To advise the local community of all matters within the public interest relating to the creation, operation and performance results of the DCJJAEP;
- (F) To facilitate coordination with the parties to this Memorandum of Understanding on matters relating to the supervision, educational and rehabilitative services available for expelled students and students assigned to the DCJJAEP and the subsequent transition through the ISDs' alternative education programs;
- (G) To assist the Chief Probation Officer in developing a priority system for acceptance of discretionary expulsion student in the DCJJAEP in the event space becomes limited;

- (H) To formulate and recommend other policies or procedures as appropriate to the governance of the DCJJAEP as may be necessary to obtain approval of the Texas Juvenile Probation Commission and DCJB; and
- (I) To establish a permanent legislative committee whose function shall be to monitor, raise awareness of and communicate issues regarding the DCJJAEP which the legislative committee deems appropriate for legislative attention.

3.9 Conflict of Interest - No member of the DCJJAEP Governance Committee shall participate in any vote or discussion upon any matter in which the Committee member, or any person related to that member within the second degree of affinity or consanguinity, has a pecuniary interest. In the event of a conflict of interest the Committee member shall state the nature of such conflict and thereafter shall refrain from further participation in the matter.

#### **SECTION FOUR: STUDENT PLACEMENT IN DCJJAEP**

4.1 The parties to this Agreement acknowledge that Texas Education Code Section 37.010(a) requires that every student who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. It is therefore the intent of the parties that the DCJJAEP provide education services to all students who have been removed from the school setting and who are under the jurisdiction of the juvenile court, subject to the terms and conditions of this Agreement.

4.2 Students who are removed from the school district setting will be afforded due process at the ISD as provided by school district policy and federal and state law.

4.3 Any student who has been removed from a school district setting may be referred for placement in either the DCJJAEP or in the appropriate school district alternative educational program upon recommendation of the Case Review Committee as further defined in Section Five herein.

4.4 Every party to this Agreement shall designate a Liaison as defined in Section 1.1(C), who shall be the person responsible for day-to-day communications with the other parties to this Agreement concerning the operation of the DCJJAEP.

4.5 Each ISD shall use its best efforts to notify DCJB's designated liaison in writing as soon as practicable upon the ISD's identification of a student who the ISD reasonably believes has engaged in

conduct for which the student will be subject to mandatory expulsion. Such notice shall be given in addition to any notice required under Texas Family Code Section 52.041. If the DCJB's designated liaison receives written notice under this section that a student is believed to have engaged in conduct for which the ISD reasonably believes the student will be subject to mandatory expulsion, and the student is under the jurisdiction of the juvenile court, the juvenile court shall be requested to order the student to attend the DCJJAEP as soon as practicable, pending the outcome of any disciplinary proceedings at the ISD.

4.6 It is the intent of the parties to this Agreement to request that every student who has been removed from an ISD as a mandatory expulsion, and for whom information has been provided by the ISD from which the student has been removed to the juvenile court in accordance with Texas Family Code Section 52.041, be ordered by the juvenile court to enroll in the DCJJAEP as soon as reasonably practicable after the juvenile court's receipt of such notice. It is the intent of the parties to the Agreement that every student who has been removed from an ISD as a discretionary expulsion, and for whom information has been provided by the ISD from which the student has been removed to the juvenile court in accordance with Texas Family Code Section 52.041, be ordered by the juvenile court to enroll in the DCJJAEP as soon as reasonably practicable after the juvenile court's receipt of such notice, so long as adequate space is available in the DCJJAEP. Any juvenile court order placing a student in a residential placement during the student's period of assignment to the DCJJAEP may run in concurrence with that assignment unless a local ISD's policy dictates otherwise. In the event that sufficient space is unavailable in the DCJJAEP, a discretionary expulsion student may be ordered by the juvenile court to attend the alternative education program operated by the ISD from which the student was expelled until such time as space becomes available in the DCJJAEP; in the event space later becomes available in the DCJJAEP, it is the intention of the parties that the order shall provide that the student be assigned to the DCJJAEP for the time remaining in the student's period of removal. It is the intent of the parties that there be no material interruption in the provision of educational services to expelled students under this Memorandum of Understanding.

4.7 Any student who has not been removed from the school setting, but is recommended for placement in the DCJJAEP by the juvenile department, or is court-ordered to that placement shall be admitted if space is available. Mandatory and discretionary expulsions from ISDs take priority in such instances.

4.8 Failure of an ISD to timely notify the juvenile court of a student's expulsion pursuant to Texas Family Code Section 52.041 shall result in the ISD's duty to continue to educate that student until such time as the notification to the DCJB is properly made.

4.9 The DCJB shall, for each student taken into custody for conduct that occurred on school property or at a school-sponsored or school-related activity, use its best efforts to ascertain whether the conduct for which the student was taken into custody would subject the student to mandatory expulsion. If the DCJB ascertains that the conduct for which the student was taken into custody is such that it would subject the student to mandatory expulsion, the juvenile court may immediately order the student to attend the DCJJAEP, pending resolution of the disciplinary action, including any due process hearings, at the ISD.

4.10 It is the intent of the Parties hereto that for each expelled student who is placed in the DCJJAEP, the term of such placement will be coterminous with the term of the student's expulsion from school. Students must remain in the DCJJAEP for the full period ordered by the juvenile court unless the student's home school district agrees to accept the student before the date ordered by the juvenile court. The juvenile court shall be requested to consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or probation. At the conclusion of the student's term of probation, or any other requirement imposed by the juvenile court, including conditions of a deferred prosecution ordered by the court, and providing the student meets the requirements for admission into the public schools established by law, the school district in which the student resides shall readmit the student, but may assign such student to the school district alternative education program.

4.11 In order to avoid undue disruption in the educational process for students attending DCJJAEP under this Agreement, in assigning a term of expulsion, the ISD expelling the student shall consider a term of expulsion as follows:

- (A) For mandatory placements, a minimum term of 90 days to a maximum term of 180 days; and
- (B) For discretionary placements, a minimum term of 90 days to a maximum term of 180 days with a review at 50 days for possible exit at 60 days, contingent upon the student's academic progress, attendance and adherence to the rules, policies and procedures of the DCJJAEP. The exception to this assignment would be gun - related violations which have a maximum term of 180 days.
- (C) For discretionary placements, enrollment in the DCJJAEP should minimize academic disruption of the DCJJAEP program:
  - i. There will be no admission to or enrollment in the DCJJAEP in the seven-day period preceding the administration of state-mandated assessments;
  - ii. There will be no admission to or enrollment in the DCJJAEP in the ten-day period preceding the last day of classes of the either the first or second semester; and
  - iii. A student whose enrollment in the DCJJAEP is delayed under this section shall continue to receive educational services in a disciplinary placement provided at the home district pending enrollment in the DCJJAEP. Days served in the home district's disciplinary placement shall be considered the same as days served in the DCJJAEP.

The term of expulsion will terminate on the Friday following the completion of the assigned days, or at the conclusion of the next six or nine week grading period, with the mutual agreement of the expelling ISD and the DCJJAEP.

4.12 In the event a student engages in conduct for which the student may be subject to expulsion, and the student seeks to withdraw from school prior to receiving a hearing and a final order of expulsion, the ISDs agree that all procedural requirements will be completed to finalize an expulsion order before finalizing the student withdrawal.

4.13 Neither student nor parents or guardian of a student placed in the DCJJAEP shall be required to pay a fee, including an entrance fee or supply fee, for participating in the DCJJAEP unless law authorizes such fee.

## **SECTION FIVE: CASE REVIEW COMMITTEES**

5.1 The Case Review Committee is hereby created for the purpose of:

- (A) Verifying the appropriateness of a mandatory or discretionary expulsion;
- (B) Assuring that the documents for enrollment in the DCJJAEP are included in the student records for each student referred to the DCJJAEP;



- (C) Reviewing with school district personnel the interventions that were implemented on discretionary expulsions for persistent misconduct. Such interventions include, but are not limited to, parental conferences, behavior contracts, counseling, etc.;
- (D) Reviewing the need for related services of expelled special education students as mandated in the ARD / IEP document;
- (E) Requesting that the school district fax any incomplete information to the DCJJAEP within two working days of the CRC meeting; and
- (F) Returning any cases that do not meet the eligibility requirements in this Agreement to the sending ISD and notifying the Governance Committee representative.

5.2 The Case Review Committee shall review and make placement recommendations for those students who have been removed from an ISD's regular educational program and for whom placement in the DCJJAEP under this Agreement is authorized. The Case Review Committee shall be composed of, but not limited to, four members: the ISD representative making the referral, the ISD Special Education representative, one certified teacher from the service provider and two representatives of the DCJB, one of whom is the chairman. It is strongly recommended the ISD provide Special Education representation. The DCJJAEP school administrator or his or her designee will participate as an ex officio member of the Case Review Committee.

5.3 It is the intent of this Memorandum of Understanding that the Case Review Committee shall review the placement of all students who are expelled from the school setting as soon as possible. The Case Review Committee shall then make appropriate recommendations to the DCJJAEP, the juvenile court, and/or the ISDs regarding placement recommendations for such students. The Case Review Committee shall review the placement of each student expelled from school as expeditiously as possible to avoid delay in the provision of educational services to students served under this Memorandum of Understanding.

5.4 In making appointments to the Case Review Committee, all parties to the Memorandum of Understanding agree to make best efforts to appoint representatives that reflect the ethnic and cultural diversity of the students served by the DCJJAEP.

## **SECTION SIX:**

6.1 The DCJB shall provide instructional services in compliance with the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act (IDEIA) Amendments of 2004. The ISD in which a student resides retains responsibility for providing and funding related services specified in the Individualized Education Program to eligible students under the Individuals with Disabilities Education Improvement Act.

6.2 The DCJB and the ISDs shall cooperate in the provision of related services to students placed in the DCJJAEP. In order to facilitate the development of special education procedures, and to provide consultation to the Governance Committee and the DCJJAEP regarding the provision of services to special needs students, the Special Education Procedures Committee is hereby established as a sub-committee of the Governance Committee. Members of the Special Education Procedures Committee shall be appointed by the Governance Committee, and shall meet at least annually, or as requested by the Governance Committee. The Special Education Procedures Committee shall be charged with responsibility for developing procedures for placing special education students in the DCJJAEP, providing services while in the DCJJAEP, transitioning special education students back into the regular campus setting, and making recommendations to the Governance Committee regarding any policies and procedures the Special Education Procedures Committee deems beneficial to the provision of the continuum of special education services to students served in the DCJJAEP.

6.3 The ISDs shall provide reasonable notice, preferably five school days, to the administrator of the DCJJAEP to participate in any ISD's Admission, Review and Dismissal Committee (ARD) meeting where placement in the DCJJAEP will be considered or when reviewing or modifying the program of a student in the DCJJAEP. A copy of the student's current individualized education program (IEP) must be provided to the JJAEP administrator or designee with the notice. If the JJAEP representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means including participation by telephone conference call. The ISDs will be responsible for scheduling and sending notices of ARD meetings during the period of expulsion, and for

giving notice to the DCJJAEP Liaison of such ARD meetings. For students receiving services under the Individuals with Disabilities Education Act, the Admission, Review and Dismissal Committee meetings shall satisfy the requirement for academic review team meetings as otherwise required in Section 7.1 herein.

6.4 If, after placement of a student with disabilities in the DCJJAEP under this Agreement, the administrator of the DCJJAEP has concerns that the student's educational or behavioral needs cannot be met in the DCJJAEP, the administrator (or his/her designee) shall immediately provide written notice to the ISD from which the student was expelled. Upon receipt of such notice, the ISD shall convene an ARD committee meeting to reconsider the placement of the student in the program, giving reasonable advance notice to the administrator of the DCJJAEP. A representative of the DCJJAEP may participate in the ARD committee meeting to the extent that the meeting relates to the student's placement or continued placement in the DCJJAEP.

#### **SECTION SEVEN: ACADEMIC REVIEW AND TRANSITION**

7.1 The DCJB or its designee, together with the parent or guardian of each student, shall regularly review the student's academic progress. In the case of a high school student, the board or the board's designee, together with the student's parent or guardian, shall review the student's progress towards meeting high school graduation requirements and shall establish a graduation plan for the student. The DCJJAEP is not required to provide a course necessary to fulfill a student's high school graduation requirements other than a course specified under Texas Education Code Section 37.011(d).

7.2 The DCJB shall provide the state - required annual performance reports of all students served by the DCJJAEP. Such evaluation shall reflect the academic performance of students served in the DCJJAEP each year.

7.3 A teacher employed by the DCJJAEP who holds certification granted under Texas Education Code Section 21.031, *et seq.*, must review all academic work of the student prior to the student's exit from the DCJJAEP and return to the school district, and must certify completion of course work based upon a determination that the student has mastered the essential knowledge and skills for a course at the seventieth percentile pursuant to Section 28.002, Texas Education Code. In accordance with Texas

Education Code Section 37.011(d), such certification must be accepted by the school district and all course credit earned by the student while at the DCJJAEP shall be reflected on the student's school district transcript.

7.4 Prior to completion of a student's placement in the DCJJAEP, the DCJJAEP's designee shall develop, together with the student's parent or guardian, a plan for the student's transition to the regular school setting.

**SECTION EIGHT: ADMINISTRATION OF ALL REQUIRED STATE TESTING**

8.1 In accordance with Texas Education Code Section 37.011(d), the parties agree that state mandated assessment instruments shall be administered to all students enrolled in the DCJJAEP, except where such students are exempt from such testing by an ARD committee or other legal authority. The parties agree that they will cooperate in the acquisition of testing materials, scheduling, and as otherwise necessary in order to facilitate assessment instrument administration. The DCJB shall be responsible for administering assessment instruments to those students enrolled in the DCJJAEP. Prior to scheduled testing dates, the parties will communicate regarding the most efficient method of obtaining secured testing materials for all students placed in the DCJJAEP, and the DCJB and the ISDs will cooperate in the acquisition of such materials for students in the DCJJAEP. Each ISD shall provide to the DCJJAEP administrator the name of a responsible contact person who shall have responsibility, on behalf of each ISD, for coordination of administration of statewide assessment instruments for that ISD's students enrolled in the DCJJAEP. The DCJB shall be responsible for returning all testing material to the appropriate TEA agent.

**SECTION NINE: DCJJAEP FACILITIES AND STAFFING**

9.1 Facilities and staffing for the DCJJAEP shall be the responsibility of the DCJB and may be provided by the DCJB.

9.2 The DCJB agrees to provide periodic evaluations of the effectiveness of the DCJJAEP. Such evaluations shall include but not be limited to external evaluation of student performance, fiscal audits, and review of student records, classroom observations, and surveys of students, parents and ISDs.

**SECTION TEN: TRANSPORTATION**

10.1 Each ISD shall be responsible for providing transportation services for students attending the DCJJAEP, either directly or through an agreement with Dallas County Schools.

**SECTION ELEVEN: RELEASE OF STUDENT AND JUVENILE RECORDS**

11.1 The governing body of each party to this Memorandum of Understanding finds that in order to appropriately serve students receiving services under this Memorandum of Understanding, the sharing of information pertinent to the provision of juvenile justice, education and rehabilitation services is essential and in the best interests of the students served. Each party to this Memorandum of Understanding further agrees that any juvenile and/or educational record shared under this Memorandum of Understanding shall be kept strictly confidential, and shall only be released to persons with legitimate educational, behavioral and/or treatment-related interests in the student affected.

11.2 Upon referral of a student to the DCJJAEP, the student's home school district shall forward to the DCJJAEP the same records it is required to forward to another public school when a student transfers. The student's home school shall provide the following records to the DCJJAEP:

- (A) For students in middle school, the student's Middle School Plan, which is a list of courses offered, by grade level, and the course credit earned by the student;
- (B) For students in grades 9-12, the student's Graduation Plan, which lists the sequence of courses needed for graduation and the course credit earned by the student;
- (C) The student's current transcript including all achievement test scores recorded on that document;
- (D) The student's current year report card;
- (E) A withdrawal form, which shall indicate the current courses in which the student is enrolled, the current earned grade, and the textbook and other instructional resources being used with that subject;
- (F) The student's records related to State-mandated testing;
- (G) The student's current year attendance record;
- (H) The student's latest Admission, Review and Dismissal (ARD) documents, the Manifestation Determination (MD), the Individualized Education Program (IEP) and the student's Behavior Intervention Plan (BIP), in accordance with Paragraph

6.1 of this Memorandum of Understanding;

- (I) The student's health records;
- (J) The student's home language survey;
- (K) For mandatory expulsions, a police service number must be included; and
- (L) As soon as is practicable, the student's home school district shall forward the student's previous year's attendance record.

## **SECTION TWELVE: FUNDING FOR DCJJAEP AND FISCAL AGENT**

12.1 All Districts participating in the MOU must pay \$3,000.00 membership fee.

12.2 Base Rate - The base rate, as established by DCJB, will be charged for each discretionary expulsion student enrolled in the DCJJAEP. The base rate for those students admitted to the JJAEP for the 2015 - 2016 school year shall be an amount not to exceed One Hundred Fourteen Dollars (\$114.00) per student per day in attendance. The minimum assigned term of expulsion shall be 90 school days based on the DCJJAEP calendar. The Fiscal Agent shall establish billing, payment, and accounting procedures. The ISDs shall not be charged for mandatory expulsion students enrolled in the DCJJAEP, nor shall any ISD be charged for students placed at the DCJJAEP by order of a Dallas County Juvenile Court Judge. The base rate shall be considered the "actual cost" of the DCJJAEP program for students placed in the DCJJAEP pursuant to Texas Education Code Section 37.0081.

12.3 Student Attendance - Dallas County shall keep accurate records of student attendance (at the JJAEP) in accordance with TEA guidelines. The County will sign – off, each month on said accuracy. In the event that a student fails to attend school at the JJAEP in accordance with state compulsory attendance laws, Dallas County shall provide the student and the student's parents with a warning notice in compliance with Texas Education Code Section 25.095. A copy of such notice shall be provided to the ISD from which the student was expelled. If a student enrolled in the JJAEP fails to attend school without excuse on 10 or more

days or parts of days within a six-month period in the same school year, or if a student fails to attend school without excuse on three or more days or parts of days within a four-week period, the ISD from which the student was expelled may file a complaint against the student or the student's parent or both as provided under Texas Education Code Section 25.0951.

12.4 Fiscal Agent - Region 10 Education Service Center (ESC) shall serve as the Fiscal Agent of the ISDs with respect to payment by the ISDs to the DCJB for DCJJAEP services in accordance with Section 37.012 of the Texas Education Code. In its capacity as Fiscal Agent, ESC shall be responsible for receiving funds from the respective ISDs for the establishment and operation of the DCJJAEP, and shall transfer such funds in a timely fashion to the DCJB.

12.5 Assistance to the DCJB - To the extent requested by the DCJB, the ESC shall advise the DCJB regarding the establishment of appropriate record keeping and accounting functions and procedures for the DCJJAEP. DCJB agrees to cooperate with ESC on all matters relating to the ESC's responsibilities as Fiscal Agent for the ISDs concerning the funding for the DCJJAEP.

12.6 Sharing of Financial and Enrollment Information - The DCJB and the ESC agree to share information and records, including access to accounting and other non-confidential information, regarding the number of students served by the DCJJAEP and the costs incurred in connection with the establishment and operation of the DCJJAEP, so as to allow ESC to accurately assess and verify the amounts to be paid by the ISDs to the DCJB in connection with the DCJJAEP.

12.7 Maintenance of Depository Account - ESC shall establish and maintain a depository account at its regular depository institution for the deposit of funds from the ISDs, such funds representing the respective ISDs' funding obligations to the DCJB for the DCJJAEP as required by Section 37.012 of the Texas Education Code and as further agreed upon by the parties to this Memorandum of Understanding. All such funds shall be placed in a fully insured depository account, or other insured account as required by law, and any interest accruing from such deposited funds shall be credited to the DCJJAEP to be used for unanticipated or extraordinary expenses of the DCJJAEP and shall not be commingled with the regular

operating funds of the ESC. From such funds, ESC shall make payment to the DCJB on behalf of the ISDs for the DCJJAEP as set forth in this Agreement.

12.8 Accounting to ISDs - In its capacity as Fiscal Agent, ESC shall provide accounting to the ISDs on an as-requested basis of the amounts paid to the DCJB in connection with the DCJJAEP, together with supporting documentation.

12.9 Billing - DCJB agrees to establish and coordinate billing arrangements with the ISDs and ESC with respect to the ISDs' funding responsibilities for the DCJJAEP.

12.10 Audit - At least annually, ESC shall provide an audited accounting to the ISDs and DCJB of funds received and paid with respect to the DCJJAEP.

12.11 Budget - In addition to the provision of services as Fiscal Agent, ESC shall provide recommendations to DCJB on budgetary matters relating to the establishment and operation of the DCJJAEP.

12.12 Reimbursement - The ISDs agree to reimburse ESC for its reasonable administrative expenses incurred in its capacity as Fiscal Agent. Such reimbursement responsibility shall be allocated to the ISDs in proportion to their annual funding requirements to the DCJJAEP. ESC shall maintain and provide detailed accounting to the ISDs for all reimbursable administrative expenses incurred in connection with its service as Fiscal Agent, and shall submit invoices on a quarterly basis to the ISDs for such services. Revenue that exceeds operating costs will be channeled back into the fund balance for the purpose of operating the JJAEP only.

12.13 Funding Not Required for Certain Students - In the event a juvenile court with jurisdiction over a student who has not been expelled from school orders that the student attend the DCJJAEP as a term or condition of probation, the ISD which the student attended at the time the juvenile court entered such order shall not be required to make any payment to the DCJJAEP under Section 12.1 herein.

### **SECTION THIRTEEN: TERM OF MEMORANDUM OF UNDERSTANDING**

13.1 The initial term of this Memorandum of Understanding shall be for the period from the effective date of this Memorandum of Understanding through July 31, 2016. This Memorandum of



Understanding shall be automatically renewed for an additional term of one year on the same terms and conditions, unless one or more of the parties hereto elects to terminate this Memorandum of Understanding by providing written notice to all other parties hereto at least thirty (30) days prior to the expiration of this Memorandum of Understanding, unless terminated sooner. This Memorandum of Understanding may be extended for additional terms of one year upon the mutual consent of the parties evidenced by an extension agreement entered into not later than thirty (30) days prior to the termination date of this Memorandum of Understanding, or any extension hereof.

13.2 Any provision of the preceding Section 13.1 to the contrary notwithstanding, this Memorandum of Understanding may be terminated prior to the expiration of the term hereof by written mutual agreement of the DCJB and a participating ISD. In such event the Memorandum of Understanding will remain in force and effect with respect to the remaining ISDs.

#### **SECTION FOURTEEN: EXPEDITED MAGISTRATE SYSTEM**

14.1 The expeditious hearing of all cases related to the DCJJAEP by the juvenile court is crucial to the spirit and the letter of both the Education and the Juvenile Justice Codes. The DCJB and juvenile courts will utilize their best efforts to provide a system whereby all cases related to the DCJJAEP can be heard by the juvenile courts as soon as practicable after the student has been expelled from the school setting.

#### **SECTION FIFTEEN: MISCELLANEOUS**

15.1 Amendments - If changed conditions are encountered during the term of this Memorandum of Understanding, the Memorandum of Understanding may be supplemented or amended under terms and conditions mutually agreeable to the parties, provided that all such changes, amendments, supplements or modifications shall be in writing.

15.2 Records and Reporting Requirements - Throughout the term of this Memorandum of Understanding, the Parties agree to establish and maintain detailed records regarding the administration and operation of the ISDs' alternative education programs and DCJJAEP, including information regarding the costs of such programs, including facilities, staffing and administrative expenses.

15.3 Legal Requirements - The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations, in connection with the programs contemplated under this Memorandum of Understanding. This Memorandum of Understanding is subject to all applicable present and future valid laws governing the juvenile justice programs applicable to school districts and/or county juvenile probation departments.

15.4 Notices - Except where oral notice is specifically allowed or required under this Memorandum of Understanding, any notice provided hereunder by any party shall be in writing and may either be (1) delivered by hand to the party or, the party's designated agent; (2) deposited in the United States mail, postage paid; (3) transmitted by telecopy; or (4) delivered by electronic mail transmission, to the addresses that follows, electronic mail address, or telecopy number. Notice deposited in the United States mail in the manner hereinabove described shall be deemed received two (2) business days after such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. Any party may designate a different agent or address for notice purposes by giving the other parties ten (10) days written notice in the manner provided above.

15.5 Integration Clause - This Memorandum of Understanding, including attachments, contains the entire agreement of the parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the parties. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Memorandum of Understanding shall be of any force or effect.

15.6 Partial Invalidity - If any term(s) or provision(s) of this Memorandum of Understanding are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Memorandum of Understanding shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the parties hereto to be impossible to perform or shall render the terms of this Memorandum of Understanding to be inconsistent with the intent of the parties hereto.

15.7 Non - assignment - No assignment of this Memorandum of Understanding or of any duty or obligation of performance hereunder, shall be made in whole or in part by any party hereto without the prior written consent of the other parties hereto.

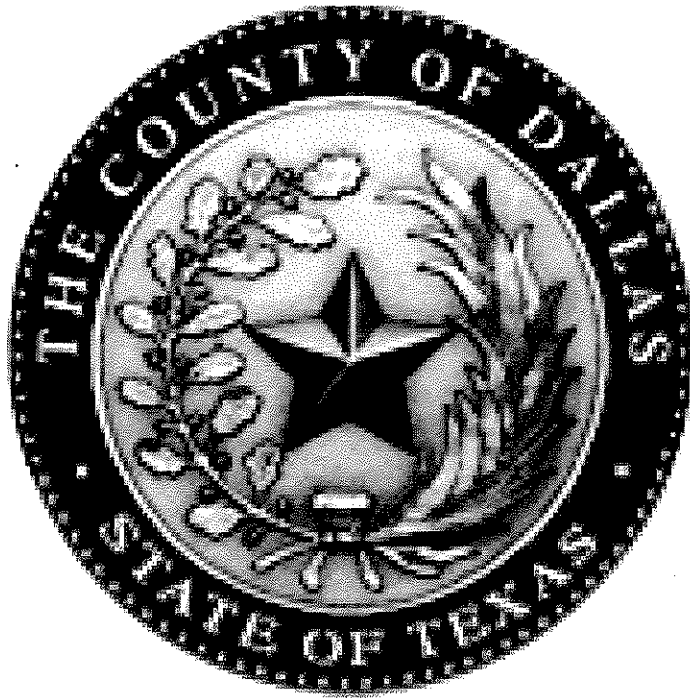
15.8 Waiver - No waiver of a breach of any provision of this Memorandum of Understanding shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

15.9 Immunity - Neither the DCJB, Dallas County Schools, Region 10 Education Service Center nor the ISDs waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, officers, employees, and agents as a result of its execution of this Memorandum of Understanding and performance of the functions and obligations described herein.

15.10 Available Funds - The Parties to this Memorandum of Understanding expressly acknowledge and agree that all monies paid pursuant to this Memorandum of Understanding shall be paid from budgeted available funds for the current fiscal year of each such entity.

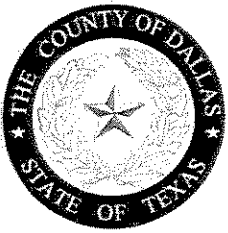
15.11 Open Meetings - The meetings at which this Memorandum of Understanding was approved by the Parties' governing boards were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

IN WITNESS THEREOF, the undersigned Parties acting under the authority of their respective governing boards have caused this Memorandum of Understanding to be duly executed in multiple counterparts, each of which shall constitute an original, all as of the day and year above first written, which is the date of this Memorandum of Understanding.



**ACTION 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:** June 22, 2015

**TO:** Dallas County Juvenile Board

**FROM:** Dr. Terry S. Smith, Director

**SUBJECT:** Renewal Application to Continue Participation in the USDA National School Lunch/Breakfast Program for School Year 2015-2016.

**Background:**

The Dallas County Juvenile Department has participated in the National School Lunch/Breakfast Program (NSLP) for a number of years. The Texas Department of Agriculture Food Nutrition Division (TDA) currently administers this program, and by participating in this program Dallas County receives reimbursement for a portion of the cost of breakfasts and lunches served at the Juvenile Department's five residential facilities. Since December of 1999 we have also participated in the After School Care Snacks Program, a component of the NSLP. The purpose of this brief is to seek approval of the annual renewal for Dallas County's participation in the National School Lunch/Breakfast Program for the school year 2015-2016. The renewal does not require the County Judge's signature as Dallas County's official representative; his signature is on the original contract which is currently in effect.

**Impact on Operations:**

The National School Lunch/School Breakfast program is a federal program reimbursing schools and residential child care institutions for the cost of providing meals to low-income children. In Texas, the Texas Department of Agriculture administers participation by private schools and residential child care institutions. The Juvenile Department's participation as a residential child care institution allows it to recoup part of the costs of meal service at its five residential facilities for the meals provided by the Dallas County Sheriff's Department Central Kitchen.

Compliance with the guidelines of this program requires additional efforts from the Sheriff's Department Central Kitchen staff who provide all the meals, Juvenile Department staff, and Dallas County Auditor's staff. Audits of the NSLP program and needed documentation require production records and nutritional information records beyond those needed in jail food service operations. The Sheriff's Department and each of the five residential facilities maintain documentation associated with their meal production.

**Strategic Plan Compliance:**

Participation in the National School Lunch/Breakfast Program complies with the Vision 2.b; Network with County cities and regional partners to increase operational efficiency.

**Financial Impact:**

In the school year 2015-2016, we expect this program to generate revenue in excess of \$857,000 in reimbursement to Dallas County for meals provided to eligible children in the five Juvenile Department residential facilities. Reimbursements from this program must be used only in food service expenses to Juvenile Department residential clients.

**Legal Impact:**

During contract year 1999-2000, a revised contract format introduced an open-ended expiration date, contingent on neither party terminating the agreement, and our submission of a renewal agreement. The contract was redesigned in 2001, and again in 2006. Absent any of the reasons listed in the agreement, there is no expiration date. Denika Caruthers, Administrative Legal Advisor, Civil Section in 2015 has reviewed and approved the current renewal documents.

**Recommendation:**

The Juvenile Department recommends that the Dallas County Juvenile Board approve the annual renewal application to continue participation in the National School Lunch/Breakfast Program for the period July 1, 2015 through June 30, 2016. It is also recommended that the Dallas County Juvenile Department's Deputy Director of Institutional Services be designated as the School Food Authority and act as contract manager for the National School Lunch/Breakfast Program, and that the Dallas County Judge and the Juvenile Department's Business Manager identified as authorized alternate representatives.

**Recommended by:**



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

## **Permanent Agreement 01219 Dallas County Juvenile Department**

Bonnie Bennett [Bonnie.Bennett@TexasAgriculture.gov]

**Sent:** Thursday, August 15, 2013 9:29 AM  
**To:** Rhonda Gilliam  
**Attachments:** Permanent Agreement 01219 ~1.pdf (2 MB)

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Dear Ms. Gilliam,

I have attached a signed and executed copy of the permanent agreement between Dallas County Juvenile Department and the Texas Department of Agriculture. This agreement is still in effect. It is between agencies and the signing officials were authorized to sign the agreement between the agencies.

Thank you, Bonnie

Bonnie Bennett  
Administrative Assistant  
Food and Nutrition Division  
Texas Department of Agriculture  
512-463-2434  
[bonnie.bennett@TexasAgriculture.gov](mailto:bonnie.bennett@TexasAgriculture.gov)  
<http://TXUNPS.TexasAgriculture.gov>

AL 517109

754301300  
Dallas

**TEXAS DEPARTMENT OF AGRICULTURE  
FOOD AND NUTRITION DIVISION**

**PERMANENT AGREEMENT**

057-2004

County/District or Uniform Contract Number (UCN)

**National School Lunch Program, School Breakfast Program,  
Summer Food Service Program, Child and Adult Care Food Program and  
Special Milk Program**

The Texas Department of Agriculture, hereinafter referred to as TDA, and Dallas Co. Juvenile Dept. hereinafter referred to as Contractor, do hereby make and enter into this Agreement (Agreement), as required by the National School Lunch Act, the Child Nutrition Act, as amended, and the following program regulations: the National School Lunch Program (NSLP), 7 Code of Federal Regulations (CFR) Part 210; the School Breakfast Program (SBP), 7 CFR 220; the Summer Food Service Program (SFSP), 7 CFR Part 225; the Child and Adult Care Food Program (CACFP) 7 CFR Part 226 and the Special Milk Program (SMP), 7 CFR 215.

**I.  
DEFINITIONS**

For purposes of this Agreement:

"Contractor" shall mean (1) a school food authority, which means the governing body which is responsible for the administration of one or more schools and has the legal authority to operate the Programs therein or be otherwise approved by the United States Department of Agriculture's (USDA) Food and Nutrition Service (FNS); (2) an institution, which means a sponsoring organization, child care center, at-risk after school care center, outside-school-hours care center, emergency shelter or adult day care center which enters into an agreement with TDA to assume final administrative and financial responsibility for CACFP operations; or (3) a sponsor of the Summer Food Service Program, which means a public or private nonprofit school food authority, a public or private nonprofit residential summer camp, a unit of local, municipal, county or State government, or a private nonprofit organization which develops a special summer or other vacation program providing food service similar to that made available to children during the school year under the National School Lunch Program and School Breakfast Program and which is approved to participate in the Program.

"School nutrition programs" shall mean all services provided under the authority of the National School Lunch Program, and the School Breakfast Program.

All other terms in this Agreement have the same meaning as they are defined in the program statutes and program regulations.

BOP  
JH



## II. PROGRAM DESIGNATION

The above named Contractor applies for, and agrees to operate the Program(s) listed below, which are indicated by an (X) in the applicable box(es). If Contractor decides to discontinue or begin operating any of these programs after signing this Agreement, Contractor must provide TDA advance written notice, including the proposed effective date of the change. Upon approval of the request, TDA will, at TDA's option, enter into a new agreement with Contractor or amend this Agreement. If TDA terminates Contractor from one or more of the programs Contractor is operating, but allows Contractor to continue operating other programs, at TDA's option, Contractor must enter into a new agreement with TDA to operate the remaining programs or amend this Agreement to state which programs Contractor will continue to operate.

- ☒ National School Lunch Program  
including:
  - ☒ Afterschool Care Program
  - ☐ Seamless Summer Option
  - ☒ Fresh Fruit and Vegetable Program
- ☒ School Breakfast Program
- ☐ Summer Food Service Program
- ☐ Child and Adult Care Food Program
  - ☐ Adult Day Care Centers
  - ☐ Child Care Centers
  - ☐ Day Care Homes
- ☐ Special Milk Program

## III. CONTRACT PROGRAM ADMINISTRATION AND FINANCIAL MANAGEMENT

- A. Contractor will comply with all laws and regulations applicable to its designated program, as well as 7 CFR Parts 245 and 250, as amended, the Uniform Federal Assistance Regulation (7 CFR, Part 3015, as amended), Uniform Administrative Requirements For Grants and Cooperative Agreements To State And Local Governments (7 CFR, Part 3016, as amended), as applicable, Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals, and Other Non-Profit Organizations (7 CFR, Part 3019, as amended), as applicable, Audits of State, Local Governments, and Non-Profit Organizations (7 CFR Part 3052, as amended) and FNS instructions, policy memoranda, guidance and other written directives interpreting the statutes and regulations applicable to the programs, and state rules, regulations, policies and procedures as issued and amended by TDA and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "Exhibit H" and fully incorporated herein by reference.

Contractor further agrees to perform as described in application documents, policy statements and supporting documents, and approved amendments to the application or this Agreement for participation in designated programs.

- B. Contractor accepts final administrative and financial responsibility for management of a proper, efficient and effective food service operation in each school, summer feeding site and child and/or adult care facility operated or sponsored by Contractor. This responsibility includes any audit exceptions or payment deficiency in the program covered by this Agreement, and all subcontracts hereunder, which are found after monitoring or auditing by TDA or USDA and Contractor will be responsible for the collections and payback of any amount paid in excess of the proper claim amount.
- C. If Contractor participates in the school nutrition programs, Contractor agrees that for each participating school under its jurisdiction, it will conduct the Programs in accordance with State and Federal regulations, and specifically, will conform to the following requirements in the conduct of each Program (unless the requirement is restricted to a particular program):
  - 1. Maintain a nonprofit school food service and observe the limitations on the use of nonprofit school food service revenues and the limitations on any competitive school food service;
  - 2. Use Program income only for Program purposes. Such income shall not be used to purchase land, to acquire or construct buildings, or to make alterations of existing buildings. Certain renovations may be allowable if prior written approval has been granted by the state agency;
  - 3. Maintain a financial management system as prescribed by state and federal laws and regulations and comply with the requirements of USDA's regulations regarding financial management;
  - 4. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid meals served to eligible children. The school food authority (superintendent or authorized representative) signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy of said claims. Failure to submit accurate claims will result in recovery of an over claim and may result in the withholding of payments, suspension or termination of the program. If failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified below shall apply:

Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets or property provided under this part whether received directly or indirectly from USDA shall:

- a. If such funds, assets, or property are of a value of \$100 or more, be fined no more than \$25,000 or imprisoned not more than 5 years or both; or,
- b. If such funds, assets, or property are of a value of less than \$100, be fined not more than \$1,000 or imprisoned not more than 1 year or both.

Whoever receives, conceals, or retains for personal use or gain, funds, assets, or property provided under this part, whether received directly or indirectly from USDA, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be subject to the same penalties;

5. Submit claims for reimbursement in accordance with procedures established by TDA and program regulations. Final claims for reimbursement must be received by TDA not later than 60 days following the last day of the month covered by the claim. Original or revised claims not received within 60 days require special processing for reimbursement and must comply with USDA regulations governing late and/or amended claims. Original or amended claims received late that meet USDA regulations are not guaranteed to be reimbursed and will only be paid if funds are available;
6. Upon request, make all accounts and records pertaining to its school food service program available to TDA and to USDA for audit or review, at a reasonable time and place. Such records shall be retained for a period of five years (three years if operating in a private school or residential child care institution) after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the five-year period (three-year period if Contractor is a private school or residential child care institution) as long as required for resolution of the audit findings raised by the audit;
7. Limit its net cash resources to an amount that does not exceed three months average expenditures for its non-profit school food services or such other amount as may be approved in accordance with TDA;
8. Serve meals that meet the minimum requirements prescribed in Schedules B, C, D, E, F, G, H, I, J and K, as applicable, and which are attached to this Agreement as Exhibit A and fully incorporated herein;
9. Price the meals as a unit;
10. Serve lunches/breakfasts free or at a reduced price to all children who are determined by the school food authority to be eligible for such meals;
11. Meet the requirements specified in the school food authority's *Policy Statement for Free and Reduced-Price Meals* and all attachments therein,

12. Comply with the requirements of USDA's regulations regarding nondiscrimination and make no discrimination against any child because of his or her eligibility for free or reduced-price meals in accordance with said Policy Statement;

13. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations. Maintain necessary facilities for storing, preparing and serving food;

14. For NSLP only, enter into an agreement to receive donated foods as required by 7CFR Part 250;

15. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by USDA;

16. Establish procedures that are necessary to control the sale of food in competition with the nonprofit food service programs in accordance with Program regulations and instructions;

17. Count the number of free, reduced-price and paid reimbursable meals served to eligible children at the point of service or through another counting system if approved by TDA;

18. Maintain files of currently approved and denied free and reduced-price school meal applications respectively, and the names of children approved for free meals based on documentation for certifying that the child is included in a household approved to receive benefits under the Supplemental Nutrition Assistance Program (SNAP) (formerly Food Stamp Program), Food Distribution Program for Households on Indian Reservations (FDPIR) or the Temporary Assistance to Needy Families (TANF) program. If applications are maintained at the school food authority level, they shall be readily retrievable by school;

19. Retain the individual applications for free and reduced-price lunches/breakfasts and meal supplements and direct certification documentation for a period of five years (three years if Contractor is a private school or residential child care institution) after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the applications shall be retained beyond the 5-year period (three years if Contractor is a private school or residential child care institution) as long as required for resolution of the issues raised by the audit;

20. Agree to serve breakfast during a period designated as the breakfast period by the school and to serve lunch during the period designated as the lunch period by the school;

21. No later than December 31 of each year, provide TDA with a the total number of children approved for free lunches and meal supplements, the total number of children approved for reduced price lunches and meal supplements, and the total number of children enrolled in the school food authority as of the last day of operation in October. Additionally, no later than December 31 of each year, provide TDA with a list of all

elementary schools under its jurisdiction of enrolled children that have been determined eligible for free or reduced price meals as of the last operating day the preceding October;

22. When available for the schools under its jurisdiction, and upon request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, provide information on the boundaries of the attendance areas for the elementary schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals;

23. For school food authorities serving meal supplements during afterschool care programs shall agree to meet the following:

- a. Serve meal supplements which meet the minimum requirements prescribed in 7 CFR § 210.10;
- b. Price the meal supplement as a unit;
- c. Serve meal supplements free or at a reduced price to all children who are determined by the school food authority to be eligible for free or reduced price school meals under 7 CFR part 245;
- c. If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;
- d. Claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement;
- e. Claim reimbursement for no more than one meal supplement per child per day;
- f. Review each Afterschool Care Program two times a year, with the first review occurring during the first four weeks that the school is in operation each school year, except that an Afterschool Care Program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter; and
- g. Comply with all requirements of this part, except that, claims for reimbursement need not be based on "point of service" meal supplement counts (as required by § 210.9(b)(9)).

24. Certify that each of the schools listed in Schedule A of Exhibit A, which is attached to this Agreement and fully incorporated herein and identifies the names of all schools in the school district conducting school nutrition programs, is nonprofit and exempt from federal income tax under the Internal Revenue Code, as amended; and

25. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit B and fully incorporated herein.

D. If Contractor is a Sponsor for the Summer Food Service Program, Contractor agrees that it will conduct the Program in accordance with State and Federal regulations, and specifically, will conform to the following requirements:

1. Operate a nonprofit food service during the period specified, as follows:
  - a. From May through September for children on school vacation;
  - b. At any time of the year, in the case of Contractor administering the Program under a continuous school calendar system; or
  - c. During the period from October through April, if Contractor serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the State agency, a similar cause;
2. If Contractor is a school food authority, offer meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and offer the same meals to all children;
3. If sponsor is not a school food authority, serve meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and serve the same meals to all children;
4. Serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the Program;
5. Issue a free meal policy statement in accordance with §225.6(c);
6. Meet the training requirement for Contractor's administrative and site personnel, as required under §225.15(d)(1);
7. Claim reimbursement only for the type or types of meals specified in the application and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the application and served without charge to children who meet the Program's income standards;
8. Serve a maximum number of meals under the Program, as approved by TDA, if Contractor is serving meals prepared by a food service management company, as required under §225.6(d)(2), and document in its files the maximum number of meals that may be served;
9. Obtain written approval from TDA to make permanent changes in the serving time of any meal;

10. Submit claims for reimbursement in accordance with procedures established by the State agency, and those stated in §225.9;
11. In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
12. Accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered as a donation by the USDA;
13. Have access to facilities necessary for storing, preparing, and serving food;
14. Maintain a financial management system as prescribed by the State agency;
15. Maintain on file documentation of site visits and reviews in accordance with §225.15(d) (2) and (3);
16. Upon request, make all accounts and records pertaining to the Program available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place;
17. Retain records for a period of 3 years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved;
18. Ensure children consume meals on site unless TDA allows certain foods to be taken off site for consumption; and
19. Retain final financial and administrative responsibility for its program.
20. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit C and fully incorporated herein.

E. If Contractor participates in the CACFP, Contractor agrees that it will conduct the Programs in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:

1. Provide or accept responsibility for the provision of organized, non-residential day care and immediately report to the appropriate state agency, any suspected violations of licensing standards or suspected abuse of children or adults in centers (sponsored or independent) or day care homes;
2. Accept financial and administrative responsibility for management of a proper, efficient, and effective food service, and will comply with all requirements under 7 CFR Part 226;
3. Keep financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim was submitted in the manner and detail prescribed by TDA. Unless otherwise provided by state or federal law, the records and documents will be kept for a minimum of 3 years after the end of the program year. If any litigation, claim,

negotiation, audit, or other action involving these records begins before such period expires, Contractor will keep the records and documents for until all audit findings, claims or litigation are resolved or until the end of the 3 year period, whichever is later. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between TDA and the Contractor. Contractor will keep records of non-expendable property acquired under the contract for 3 years after final disposition of the property;

4. Allow TDA and USDA officials and other appropriate officials determined by TDA to inspect facilities and records and to audit, examine, and copy records at any reasonable time, whether announced or unannounced. This includes access to all records of costs paid, even in part, by TDA. TDA agrees that any TDA employee making such review shall show photo identification that demonstrates that he/she is an employee of TDA;

5. Establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable federal law, rules, and regulations, as well as the applicable state law and regulations. The provision shall not be construed as limiting TDA's right of access to recipient case records or other information relating to clients served under this contract;

6. Submit for TDA approval applications and agreements for any center/day care home for which Contractor intends to sponsor;

7. Submit to TDA's Food and Nutrition Division an amendment to its application or management plan, on TDA's form, when any change from information that was originally submitted in Contractor's application occurs; and

8. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit C and fully incorporated herein.

F. A school food authority or child care institution, as defined in 7 CFR, Part 215, participating in the SMP agrees that it will conduct the SMP in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:

1. Operate a nonprofit milk service;

2. Serve milk free to all eligible children, at times that milk is made available to nonneedy children under the SMP and make no discrimination against any needy child because of inability to pay for the milk;

3. Comply with USDA's regulations respecting nondiscrimination (7 CFR, Part 15) and with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit B and fully incorporated herein;

4. Claim reimbursement for milk, as defined in 7 CFR, Part 215, and in accordance with the provisions of 7 CFR §§ 215.8 and 215.10;



5. Submit Claims for Reimbursement in accordance with § 215.10 of this part and procedures established by TDA or FSNRO where applicable;;
6. Maintain a financial management system as prescribed by TDA or FSNRO where applicable;
7. Upon request, make all records pertaining to the SMP available to TDA, USDA or OA for audit and administrative review, at any reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for resolution of the issues raised by the audit;
8. Retain the individual applications for free milk submitted by families for a period of -three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the -three-year period as long as required for resolution of the issues raised by the audit; and

#### IV. TDA CLAIMS PAYMENT

A. TDA will, subject to federal appropriation and availability to TDA of sufficient funds for the applicable program, make program payment to Contractor in accordance with the terms of this Agreement. During any fiscal year, the reimbursement paid shall be established in conformance with applicable federal regulations. No reimbursement shall be made for performance under this Agreement occurring prior to (a) the beginning effective date of this Agreement or (b) a later date established by TDA based on the date of receipt of a fully executed copy of this Agreement.

B. Pursuant to §2252.903 of the Texas Government Code, any payments owing to Contractor under this Agreement will be applied toward elimination of Contractor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the comptroller administers or collects until the indebtedness or delinquency is paid in full.

#### V. STATE AUDITOR'S OFFICE

Contractor understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an investigation in connection with those funds. Contractor further agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

**VI.  
IMMIGRATION**

Contractor agrees to comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986, who will perform any labor or services under this Agreement.

**VII.  
CERTIFICATIONS**

Contractor shall execute and comply with the following Certifications: (1) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, which is attached to this Agreement as Exhibit D and fully incorporated herein; (2) Certification Regarding Lobbying, which is attached to this Agreement as Exhibit E and fully incorporated herein; and (3) Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Agreement as Exhibit F and fully incorporated herein; (4) Clean Air and Water Certification, which is attached to this Agreement as Exhibit G and fully incorporated herein.

**VIII.  
TERM AND TERMINATION**

- A. This Agreement shall take effect on April 10, 2009, or upon signature by appropriately authorized representatives of both Parties, whichever is later.
- B. This Agreement may be terminated in accordance with the program laws and regulations, including 7 CFR, Parts 3015, 3016, 3019 and 3052. In addition to termination in accordance with the preceding, this Agreement may be terminated for any of the following reasons:
1. Termination by mutual agreement of the Parties. This Agreement may be terminated by mutual agreement of the Parties. Such agreement must be in writing.
  2. Termination in the best interest of the State. TDA may terminate this Agreement at any time when, in its sole discretion, TDA determines that termination is in the best interest of the State of Texas. The termination will be effective on the date specified in a notice of termination from TDA.
  3. Termination for non-appropriation of funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by TDA are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then TDA will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding.

4. Termination for Change in Ownership or Legal Identity of Institution. Contractor understands and agrees that this contract is not transferable and that in the event of change in legal identity or ownership of Institution, this Contract will terminate.

5. Termination for impossibility or unreasonability. If federal or state laws or other requirements are amended or judicially interpreted so that the continued fulfillment of this Agreement, on the part of either party, is substantially unreasonable or impossible, or if the parties are unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated by this Agreement then, the parties shall be discharged from any further obligations created under the terms of this Agreement, except for the equitable settlement of the respective accrued interest of obligations, including audit findings, incurred up to the date of termination.

#### **IX.**

#### **AMENDED OR NEW STATUTES, REGULATIONS, INSTRUCTIONS, POLICY MEMORANDA, AND GUIDANCE**

By continuing to operate covered programs after the enactment or issuance of any changed or new statutes or regulations applicable to the programs covered by this Agreement, and any changed or new instructions, policy memoranda, guidance, and other written directives interpreting these statutes or regulations, Contractor agrees to comply with them.

If Contractor does not wish to comply with any changes or new items, Contractor must seek to terminate this Agreement in accordance with section VIII of this Agreement.

#### **X.**

#### **SEVERABILITY**

If one or more provisions of this Agreement, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

#### **XI.**

#### **SIGNATURES**

This Agreement establishes or continues the rights and responsibilities of TDA and Contractor pursuant to Contractor's participation in one or more of the above named programs as stipulated herein. By signing this Agreement, both parties are bound by its terms and conditions from its beginning effective date until terminated in accordance with this Agreement.

Contractor certifies that all information submitted pursuant to this agreement is true and correct. Contractor understands that the deliberate misrepresentation or withholding of information is a violation of this Agreement and may result in prosecution under applicable state and federal statutes.

The Parties hereto in their capacities stated, agree to all statements and conditions contained herein and are authorized to sign this Agreement on behalf of the entity stated herein below. The Parties affix their signatures and bind themselves for the faithful performance of the terms of this Agreement.

**CONTRACTOR**

Dallas County Juvenile Dept.  
Name of Contracting Organization  
(Please print or type)

By: Michael K Griffiths  
Signature of the  
official who has been authorized to sign  
contracts on behalf of the contracting organization.

Michael K. Griffiths  
Name of Official Signing  
(Please print or type)

Director of Juvenile Services  
Title of Official  
(Please print or type)

Date: Apr. 11, 2009

**TEXAS DEPARTMENT OF AGRICULTURE**

By: Diane Bottoms  
TDA Representative

Date: May 12, 2009

Revised January 2009

**EXHIBIT A**  
**SCHEDULES A-K**  
**(Applicable to NSLP/SBP/SMP only)**

**Schedule A:** Names of all schools/sites in the school food authority that participate in the NSLP/SBP/SMP

**Schedule B:** School Breakfast Pattern for Traditional Food Based Menu Planning

**Schedule C:** School Breakfast Pattern for Enhanced Food Based Menu Planning

**Schedule D:** School Lunch Pattern for Enhanced Food Based Menu Planning

**Schedule E:** School Lunch Pattern for Traditional Food Based Menu Planning

**Schedule F:** Required Minimum Calorie and Nutrient Levels for Enhanced Food Based, Traditional Food Based and Nutrient Standard Menu Planning Systems for School Breakfasts by Grade Levels

**Schedule G:** Required Minimum Calorie and Nutrient Levels for Enhanced Food Based and Nutrient Standard Menu Planning Systems for School Lunches by Grade Levels

**Schedule H:** Required Minimum Calorie and Nutrient Levels for Traditional Food Based Menu Planning System for School Lunches by Grade Levels

**Schedule I:** Optional Minimum Nutrient and Calorie Levels for School Lunches Nutrient Standard Menu Planning Approaches (by Age Groups)

**Schedule J:** Optional Minimum Nutrient and Calorie Levels for School Breakfasts Nutrient Standard Menu Planning Approaches (by Age Groups)

**Schedule K:** Afterschool Care Program Meal Pattern



Texas Department of Agriculture  
Child Nutrition Programs

Instructions for Completing the Schedule A Form

Please enter the school food authority (SFA) name and county/district number or program number in the spaces provided at the top of the form. Use data from last October 31 for total enrollment and total eligible. If no data is available from October 31, then use the most current figures available. All public and charter schools affiliated with the Texas Education Agency have been assigned county/district numbers. All private schools and residential child care institutions (RCCIs) have been assigned a program number by Texas Department of Agriculture. If you are unsure of this number, please contact the Food and Nutrition Division at (877) 839-6325.

**Section I:**

**Column 1 – Campus Number:** For public and charter schools, please list the 3-digit campus number as assigned by the Texas Education Agency for each school. If you are unsure of the campus number, please contact the Food and Nutrition Division at (877) 839-6325. Private schools and RCCIs will leave this column blank.

**Column 2 – Names of Schools/Sites:** Please list the name of each school/site located in your SFA.

**Column 3 – Enrollment:** Please provide the total current enrollment (membership, population) for each school/site listed under Column 1. You may estimate enrollment for a school/site beginning operation during the upcoming year. (Public and charter schools may update enrollment online through the Child Nutrition Programs Information Management System (CNPIMS) at any time.) For assistance, please contact the Food and Nutrition Division at (877) 839-6325.

**Column 4 – Total Eligible:** For each school/site listed, please enter the total # of students approved to receive free and reduced-price meals. If a new school/site is listed, and eligible figures are not available, please provide your best estimate. (Public and charter schools may update eligible counts at any time online through the CNPIMS.) For assistance, please contact the Food and Nutrition Division at (877) 839-6325.

**Column 5 – Program Participation:** For each school/site listed, please indicate with an "X" which programs will be provided: National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Snack Program (Snack) or Special Milk Program (SMP). **Note:** If a school/site is participating in NSLP, they are not eligible to participate in SMP.

**Grand Totals – (Last Row):** Please enter the sum total of each column in Section I (total # of schools/sites, total enrollment, total # of students eligible for free and reduced-price meals, and total participation by program).

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## Schedule B

### School Breakfast Pattern for Traditional Food Based Menu Planning

Meal Components	Minimum Quantities			USDA Recommendation
	Ages 1-2	Ages 3,4,5	Grades K-12	
Milk (Fluid): As a beverage, on cereal or both.	$\frac{1}{2}$ cup (4 fl oz)	$\frac{3}{4}$ cup (6 fl oz)	1 cup (8 fl oz)	Whole milk for children 1-2 years of age Lowfat, skim, or buttermilk for children over the age of 2
Juice/Fruit/Vegetable: Fruit and/or vegetable; or full-strength fruit juice or vegetable juice.	$\frac{1}{4}$ cup	$\frac{1}{2}$ cup	$\frac{1}{2}$ cup	A juice or fruit or vegetable that is a good source of Vitamin C
<i>Select one serving from each of the following components or two servings from one component:</i>				
<b>Grains/Breads:</b> One of the following or an equivalent combination:				
• Whole-grain or enriched bread	$\frac{1}{2}$ slice	$\frac{1}{2}$ slice	1 slice	See <i>Food Buying Guide for Child Nutrition Programs</i> for serving sizes.  (whichever is less)
• Whole-grain or enriched biscuit, roll, muffin, etc.	$\frac{1}{2}$ serving	$\frac{1}{2}$ serving	1 serving	
• Whole-grain, enriched or fortified cereal.	$\frac{1}{4}$ cup or $\frac{1}{3}$ ounce	$\frac{1}{3}$ cup or $\frac{1}{2}$ ounce	$\frac{3}{4}$ cup or 1 ounce	
<b>Meat/Meat Alternates:</b> One of the following or an equivalent combination:				
• Lean meat, poultry or fish	$\frac{1}{2}$ ounce	$\frac{1}{2}$ ounce	1 ounce	No more than 1 ounce of nuts or seeds may be served in any one meal.
** Alternate protein products (APP)	$\frac{1}{2}$ ounce	$\frac{1}{2}$ ounce	1 ounce	
• Cheese	$\frac{1}{2}$ ounce	$\frac{1}{2}$ ounce	1 ounce	Caution: Children under 5 are at a higher risk of choking than older children. It is recommended that nuts and/or seeds be served ground or finely chopped in a prepared food.
• Large egg	$\frac{1}{2}$ egg	$\frac{1}{2}$ egg	$\frac{1}{2}$ egg	
• Peanut butter or other nut or seed butters	1 Tbsp.	1 Tbsp.	2 Tbsp.	
• Cooked dry beans/peas	2 Tbsp.	2 Tbsp.	4 Tbsp.	
• Nuts and/or seeds	$\frac{1}{2}$ ounce	$\frac{1}{2}$ ounce	1 ounce	
• Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed)	2 ounces or $\frac{1}{4}$ cup	2 ounces or $\frac{1}{4}$ cup	4 ounces or $\frac{1}{2}$ cup	

\*\*Alternate Protein Products (APP) are also known as Vegetable Protein Products (VPP).



## Schedule C

### School Breakfast Pattern for Enhanced Food Based Menu Planning

Meal Component	Minimum Quantities Required For		
	Ages 1-2	Preschool	Grades K-12*
<b>Milk (Fluid):</b> As a beverage, on cereal or both. USDA recommends whole milk for children 1-2 years of age.	$\frac{1}{2}$ cup (4 fl oz)	$\frac{3}{4}$ cup (6 fl oz)	1 cup (8 fl oz)
<b>Juice/Fruit/Vegetable:</b> Fruit and/or vegetable; or full-strength fruit juice or vegetable juice.	$\frac{1}{4}$ cup	$\frac{1}{2}$ cup	$\frac{1}{2}$ cup
<i>Select one serving from each of the following components or two from one component:</i>			
<b>Grains/Breads*:</b> One of the following or an equivalent combination:			
Whole-grain or enriched bread	$\frac{1}{2}$ slice	$\frac{1}{2}$ slice	1 slice
Whole-grain or enriched biscuit, roll, muffin, etc.	$\frac{1}{2}$ serving	$\frac{1}{2}$ serving	1 serving
Whole-grain, enriched or fortified cereal.	$\frac{1}{4}$ cup or $\frac{1}{3}$ ounce	$\frac{1}{3}$ cup or $\frac{1}{2}$ ounce	$\frac{3}{4}$ cup or 1 ounce (whichever is less)
<b>Meat/Meat Alternates:</b>			
Meat/poultry or fish	$\frac{1}{2}$ ounce	$\frac{1}{2}$ ounce	1 ounce
**Alternate Protein Products (APP)	$\frac{1}{2}$ ounce	$\frac{1}{2}$ ounce	1 ounce
Cheese	$\frac{1}{2}$ ounce	$\frac{1}{2}$ ounce	1 ounce
Egg (large)	$\frac{1}{2}$ egg	$\frac{1}{2}$ egg	$\frac{1}{2}$ egg
Peanut butter or other nut or seed butters	1 Tbsp.	1 Tbsp.	2 Tbsp.
Cooked dry beans and peas	2 Tbsp.	2 Tbsp.	4 Tbsp.
Nuts and/or seeds (as listed in program guidance). <sup>1</sup>	$\frac{1}{2}$ ounce	$\frac{1}{2}$ ounce	1 ounce
Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed).	2 ounces or $\frac{1}{4}$ cup	2 ounces or $\frac{1}{4}$ cup	4 ounces or $\frac{1}{2}$ cup
<i>Caution: Children under 5 are at a higher risk of choking than older children. It is recommended that nuts and/or seeds be served ground or finely chopped in a prepared food.</i>			

<sup>1</sup>No more than 1 ounce of nuts and/or seeds may be offered in any one meal.

\*Option for Grades 7-12; one additional serving of Grains/Breads should be served daily in addition to the components listed above.

\*\*Alternate Protein Products (APP) also known as Vegetable Protein Products (VPP).

## Schedule D

### School Lunch Pattern for Enhanced Food Based Menu Planning

Schools may use the minimum nutrient and quantity requirements applicable to the majority of children as long as only one age or grade is outside the levels for the majority of children.

Meal Component	Minimum Quantities Required For				
	Ages 1-2	Preschool	Grades K-6	Grades 7-12	Option For Grades K-3
Meat or Meat Alternate (quantity of the edible portion as served):					
Lean meat, poultry or fish	1 oz.	1 1/2 oz.	2 oz.	2 oz.	1 1/2 oz.
*Alternative Protein Products (APP)	1 oz.	1 1/2 oz.	2 oz.	2 oz.	1 1/2 oz.
Cheese	1 oz.	1 1/2 oz.	2 oz.	2 oz.	1 1/2 oz.
Large egg	1/2	3/4	1	1	3/4
Cooked dry beans or peas	1/4 cup	3/8 cup	1/2 cup	1/2 cup	3/8 cup
Peanut butter or other nut or seed butters	2 Tbsps.	3 Tbsp.	4 Tbsp.	4 Tbsp.	3 Tbsp.
Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed)	4 oz. or 1/2 cup	6 oz. or 3/4 cup	8 oz. or 1 cup	8 oz. or 1 cup	6 oz. or 3/4 cup
The following may be used to meet no more than 50% of the requirement and must be used in combination with any of the above:	1/2 oz. = 50%	3/4 oz. = 50%	1 oz. = 50%	1 oz. = 50%	3/4 oz. = 50%
Peanuts, soy nuts, tree nuts or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternate (1 oz. of nuts/seeds = 1 oz. of cooked lean meat, poultry or fish).					
Vegetables/Fruits (2 or more servings from different sources of vegetables or fruits or both).	1/2 cup	1/2 cup	3/4 cup plus additional 1/2 cup over a week <sup>1</sup>	1 cup	3/4 cup
Grains/Breads. Must be enriched or whole grain. A serving is a slice of bread or an equivalent serving of biscuits, rolls, etc., or 1/2 cup of cooked rice, macaroni, noodles, other pasta products or cereal grains.	5 servings per week—minimum of 1/2 per day <sup>1</sup>	8 servings per week—minimum of 1 per day <sup>1</sup>	12 servings per week—minimum of 1 per day <sup>1 2</sup>	15 servings per week—minimum of 1 per day	10 servings per week—minimum of 1 per day <sup>1 2</sup>
Milk (As a beverage).	6 fl. oz.	6 fl. oz.	8 fl. oz.	8 fl. oz.	8 fl. oz.

<sup>1</sup> For the purposes of this chart, a week equals five days.

<sup>2</sup> Up to one grains/breads serving per day may be a dessert.

<sup>3</sup> USDA recommends whole milk for children 1-2 years of age.

\*Alternate Protein Product (APP) also known as Vegetable Protein Product (VPP).

# Schedule E

## School Lunch Pattern for Traditional Food Based Menu Planning

Schools may use the minimum nutrient and quantity requirements applicable to the majority of children as long as only one age or grade is outside the levels for the majority of children.

Food Components		Minimum Quantities				Recommended Quantities	
		Preschool		Grades K-3	Grades 4-12	Grades 7-12	
		ages 1-2 (Group I)	ages 3-4 (Group II)	ages 5-8 (Group III)	ages 9 & over (Group IV)	ages 12 & over (Group V)	
<b>Meat or Meat Alternate</b> (quantity of the edible portion as served):	<p>A serving of one of the following or a combination to give an equivalent quantity: Alternate Protein Products Lean meat, poultry or fish Cheese Large egg(s) Cooked dry beans or peas Peanut butter or other nut or seed butters. Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed)</p> <p>Peanuts, soybeans, tree nuts or seeds, as listed in program guidance, meet no more than 50% of the requirement and must be combined in the meal with at least 50% of other meat or meat alternates (1 oz. of nuts/seeds = 1 oz. of cooked lean meat, poultry or fish).</p>	<p>1 oz. 1 oz. 1 oz. <math>\frac{1}{2}</math> cup 2 Tbsp. 4 oz. or <math>\frac{1}{2}</math> cup</p> <p><math>\frac{1}{2}</math> oz. = 50%</p>	<p>1 <math>\frac{1}{2}</math> oz. 1 <math>\frac{1}{2}</math> oz. 1 <math>\frac{1}{2}</math> oz. <math>\frac{3}{4}</math> cup 3 Tbsp. 6 oz. or <math>\frac{3}{4}</math> cup</p> <p><math>\frac{3}{4}</math> oz. = 50%</p>	<p>1 <math>\frac{1}{2}</math> oz. 1 <math>\frac{1}{2}</math> oz. 1 <math>\frac{1}{2}</math> oz. <math>\frac{3}{4}</math> cup 3 Tbsp. 6 oz. or <math>\frac{3}{4}</math> cup</p> <p><math>\frac{3}{4}</math> oz. = 50%</p>	<p>2 oz. 2 oz. 2 oz. 1 <math>\frac{1}{2}</math> cup 4 Tbsp. 8 oz. or 1 cup</p> <p>1 oz. = 50%</p>	<p>3 oz. 3 oz. 3 oz. 1 <math>\frac{1}{2}</math> <math>\frac{3}{4}</math> cup 6 Tbsp. 12 oz. or 1 <math>\frac{1}{2}</math> cup</p> <p>1 <math>\frac{1}{2}</math> oz. = 50%</p>	<ul style="list-style-type: none"> <li>• Must be served in the main dish or the main dish and only one other menu item.</li> <li>• Alternate protein products ((APP) sometimes referred to as vegetable protein products (VPP)) and enriched macaroni with fortified protein may be used to meet part of the meat or meat alternate requirement. Food and Nutrition Service fact sheets on each of these alternate foods give detailed instructions for use.</li> </ul>
<b>Vegetables or Fruits</b>	2 or more servings from different sources of vegetables or fruits or both to total:	$\frac{1}{2}$ cup	$\frac{1}{2}$ cup	$\frac{1}{2}$ cup	$\frac{3}{4}$ cup	$\frac{3}{4}$ cup	<ul style="list-style-type: none"> <li>• No more than one-half of the total requirement may be met with full-strength fruit or vegetable juice.</li> <li>• Cooked dry beans or peas may be used as a meat alternate or as a vegetable, but not as both in the same meal.</li> </ul>
<b>Grains/Breads</b>	<p>Servings of grains/breads: Must be enriched or whole grain.</p> <p>A serving is a slice of bread or an equivalent serving of biscuits, rolls, etc., or <math>\frac{1}{2}</math> cup of cooked rice, macaroni, noodles, other pasta products or cereal grains or a combination of any of the above.</p>	5 per week  minimum of $\frac{1}{2}$ serving per day	8 per week  minimum of 1 serving per day	8 per week  minimum of 1 serving per day	8 per week  minimum of 1 serving per day	10 per week  minimum of 1 serving per day	<ul style="list-style-type: none"> <li>• Enriched macaroni with fortified protein may be used as a meat alternate or as a bread alternate but not as both in the same meal.</li> <li>NOTE: Food Buying Guide for Child Nutrition Programs provides the information for the minimum weight of a serving.</li> </ul>
<b>Milk</b> (As a beverage)		$\frac{3}{4}$ cup (6 fl. oz.)*	$\frac{3}{4}$ cup (6 fl. oz.)	$\frac{1}{2}$ pint (8 fl. oz.)	$\frac{1}{2}$ pint (8 fl. oz.)	$\frac{1}{2}$ pint (8 fl. oz.)	<ul style="list-style-type: none"> <li>• Serve a variety of milk.</li> <li>*USDA recommends whole milk for children 1-2 years of age.</li> </ul>

## Schedule F

Required Minimum Calorie and Nutrient Levels for Enhanced Food Based, Traditional Food Based and Nutrient Standard Menu Planning Systems for School Breakfasts by Grade Levels  
(School Week Averages: Minimum of three consecutive days and a maximum of seven consecutive days)

Nutrients and energy allowances	Preschool	Grades K-12	Option for Grades 7-12
Energy Allowances/Calories	388	554	618
Fat (as a percentage of actual total food energy)	(1)	(1,2)	(2)
Total Saturated Fat (as a percentage of actual total food energy)	(1)	(1,3)	(3)
RDA for Protein (g)	5	10	12
RDA for Calcium (mg)	200	257	300
RDA for Iron (mg)	2.5	3.0	3.4
RDA for Vitamin A (RE)	113	197	225
RDA for Vitamin C (mg)	11	13	14

<sup>1</sup>The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

<sup>2</sup>Not to exceed 30 percent over a school week.

<sup>3</sup>Less than 10 percent over a school week.

## Schedule G

Required Minimum Calorie and Nutrient Levels for Enhanced Food Based and Nutrient Standard Menu Planning Systems for School Lunches by Grade Levels  
(School Week Averages: Minimum of three consecutive days and a maximum of seven consecutive days)

Nutrients and energy allowances	Minimum Requirements			Optional
	Preschool	Grades K-6	Grades 7-12	Grades K-3
Energy Allowances/Calories	517	664	825	633
Total Fat (as a percent of actual total food energy)	(1)	(1,2)	(2)	(1,2)
Saturated Fat (as a percent of actual total food energy)	(1)	(1,3)	(3)	(1,3)
RDA for Protein (g)	7	10	16	9
RDA for Calcium (mg)	267	286	400	267
RDA for Iron (mg)	3.3	3.5	4.5	3.3
RDA for Vitamin A (RE)	150	224	300	200
RDA for Vitamin C (mg)	14	15	18	15

<sup>1</sup>The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

<sup>2</sup>Not to exceed 30 percent over a school week.

<sup>3</sup>Less than 10 percent over a school week.

## Schedule H

### Required Minimum Calorie and Nutrient Levels for Traditional Food Based Menu Planning System for School Lunches by Grade Levels (School Week Averages)

Nutrients and Energy Allowances	Minimum Requirements			Optional
	Preschool <sup>1</sup>	Grades K-3	Grades 4-12	Grades 7-12
Energy Allowances/Calories	517	633	785	825
Total Fat (as a percentage of actual total food energy)	(1)	(1,2)	(2)	(2)
Total Saturated Fat (as a percentage of actual total food energy)	(1)	(1,3)	(3)	(3)
RDA for Protein (g)	7	9	15	16
RDA for Calcium (mg)	267	267	370	400
RDA for Iron (mg)	3.3	3.3 <sup>3</sup>	4.2	4.5
RDA for Vitamin A (RE)	150	200	285	300
RDA for Vitamin C (mg)	14	15	17	18

<sup>1</sup>The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

<sup>2</sup>Not to exceed 30 percent over a school week.

<sup>3</sup>Less than 10 percent over a school week.

## Schedule I

### Optional Minimum Nutrient and Calorie Levels for School Lunches Nutrient Standard Menu Planning Approaches (School Week Averages)

Nutrients and Energy Allowances	Ages 3-6	Ages 7-10	Ages 11-13	Ages 14 and Above
Energy Allowances/Calories	558	667	783	846
Total Fat (as a percentage of actual total food energy)	(1, 2)	(2)	(2)	(2)
Total Saturated Fat (as a percentage of actual total food energy)	(1, 3)	(3)	(3)	(3)
Protein (g)	7.3	9.3	15.0	16.7
Calcium (mg)	267	267	400	400
Iron (mg)	3.3	3.3	4.5	4.5
Vitamin A (RE)	158	233	300	300
Vitamin C (mg)	14.6	15	16.7	19.2

<sup>1</sup>The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

<sup>2</sup>Not to exceed 30 percent over a school week.

<sup>3</sup>Less than 10 percent over a school week.

## Schedule J

Optional Minimum Nutrient and Calorie Levels for School Breakfasts  
Nutrient Standard Menu Planning Approaches (School Week Averages)

Nutrients and energy allowances	Ages 3-6	Ages 7-10	Ages 11-13	Ages 14 and above
Energy Allowances/Calories	419	500	588	625
Total Fat (as a percent of actual total food energy)	(1,2)	(2)	(2)	(2)
Saturated Fat (as a percent of actual total food energy)	(1,3)	(3)	(3)	(3)
RDA for Protein (g)	5.50	7.00	11.25	12.50
RDA for Calcium (mg)	200	200	300	300
RDA for Iron (mg)	2.5	2.5	3.4	3.4
RDA for Vitamin A (RE)	119	175	225	225
RDA for Vitamin C (mg)	11.00	11.25	12.50	14.40

<sup>1</sup>The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

<sup>2</sup>Not to exceed 30 percent over a school week.

<sup>3</sup>Less than 10 percent over a school week.

## Schedule K

### Afterschool Care Program Meal Pattern

Select two different components from the four listed.

Snack	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 Recommended
Milk, fluid	$\frac{1}{2}$ cup	$\frac{1}{2}$ cup	1 cup	Portions for children ages 13 through 18 shall be no less than the portions stipulated for children ages 6 through 12. We recommend that schools offer larger portions for older children (ages 13-18) based on their greater food energy requirements.
Meat or meat alternate	$\frac{1}{2}$ oz.	$\frac{1}{2}$ oz.	1 oz.	
Yogurt	2 oz./ $\frac{1}{4}$ cup	2 oz./ $\frac{1}{4}$ cup	2 oz./ $\frac{1}{4}$ cup	
Egg	$\frac{1}{2}$	$\frac{1}{2}$	$\frac{1}{2}$	
Juice or fruit or vegetable	$\frac{1}{2}$ cup	$\frac{1}{2}$ cup	$\frac{3}{4}$ cup	
Bread and/or cereal: Enriched or whole grain bread or	$\frac{1}{2}$ slice	$\frac{1}{2}$ slice	1 slice	
Cereal: Cold dry or cooked cereal grains	$\frac{1}{4}$ cup/ $\frac{1}{3}$ oz. $\frac{1}{4}$ cup	$\frac{1}{3}$ cup/ $\frac{1}{2}$ oz. $\frac{1}{4}$ cup	$\frac{3}{4}$ cup/1 oz. $\frac{1}{2}$ cup	

Juice may not be served when milk is served as the only other component.

Caution: Children under five years of age are at the highest risk of choking. USDA recommends that nuts and/or seeds be served to them ground or finely chopped in a prepared food.

**EXHIBIT B**  
**CIVIL RIGHTS POLICY COMPLIANCE FOR**  
**SCHOOL NUTRITION PROGRAMS**  
**(NSLP, SBP and SMP)**

Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (Title 20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, , 28 C.F.R. Parts 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the above Acts and permit authorized TDA and USDA personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the above Acts. If there are any violations of this assurance, TDA and the Department of Agriculture FNS have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear on this Agreement are authorized to sign this assurance on the behalf of the Contractor.



**EXHIBIT C**  
**CIVIL RIGHTS POLICY COMPLIANCE FOR**  
**CACFP AND SFSP**

Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, age, sex, or disability be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of service to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized TDA and USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, TDA and the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Contractor.

## EXHIBIT D

### U. S. DEPARTMENT OF AGRICULTURE

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#### Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Dallas County Juvenile Dept  
Organization Name

Permanent Agreement  
PR/Award Number or Project Name

Michael K. Griffiths  
Name of Authorized Representative

Juvenile Services Director  
Title

M. K. Griffiths  
Signature

Apr. 10, 2009  
Date

## Exhibit D (Continued)

### Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from that covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Excluded Parties Lists System (EPLS).

**Exhibit D (Continued)**

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**EXHIBIT E**  
**CERTIFICATION REGARDING LOBBYING**  
**PROCUREMENT**

**Certification Regarding Lobbying**

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Exhibit E (cont.)

Dallas County Juvenile Department

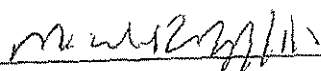
2600 Lone Star Drive

Dallas, Texas 75212

Name/Address of Organization

Michael K. Griffiths

Name/Title of Submitting Official

  
Signature

April 10, 2009  
Date

**EXHIBIT F**  
**STANDARD FORM-LLL, DISCLOSURE FORM TO REPORT LOBBYING**

**PROCUREMENT**

**Disclosure of Lobbying Activities**

*Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352*

*(See next page for public burden disclosure.)*

Approved by OMB

0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial offering <input type="checkbox"/> b. material change  For Material Change Only: Year _____ Quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if known:   Congressional District, if known:		<b>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name &amp; Address Of Prime:</b>     Congressional District, if known:
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Entity</b> <i>(If individual, last name, first name, MI):</i>  (Attach continuation sheet(s) if necessary)		<b>b. Individuals Performing Services</b> <i>(Incl. Address if different from No. 10a) (last name, first name, MI):</i>

Exhibit F (Cont.)

<p>11. Amount of Payment <i>(check all that apply)</i>:</p> <p>\$ _____</p> <p style="text-align: center;">Actual          Planned</p>	<p>13. Type of Payment <i>(check all that apply)</i>:</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>
<p>12. Form of Payment <i>(check all that apply)</i>:</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____</p> <p>value _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:</p> <p style="text-align: center;">(Attach continuation sheet(s) if necessary)</p>	
<p>15. Continuation Sheet(s) attached:          Yes          No</p>	
<p>16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>
<p>Federal Use Only: _____</p> <p>Reproduction of: _____</p>	
<p>Authorized for Local</p> <p>Standard Form -- LLL</p>	



**Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities**

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1<sup>st</sup> tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., **Request for Proposal** (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.  
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).

**Exhibit F (cont.)**

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**Exhibit G**  
**Clean Air and Water**

(Applicable only if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [41 USC 1857c-8(c)(1) or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or the contract is not otherwise exempt.)

a) The contractor agrees as follows:

- i) To comply with all the requirements of Section 114 of the Clean Air Act, as amended [41 USC 1857, et seq., as amended by Public Law 91-604] and Section 308 of the Federal Water Pollution Control Act [33 USC 1251, et seq., as amended by Public Law 92-500], respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.
- ii) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- iii) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- iv) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a)(4).

b) The terms used in this clause have the following meanings:

- i) The term "Air Act" means the Clean Air Act, as amended [41 USC 1857 et seq., as amended by Public Law 91-604].
- ii) The term "Water Act" means Federal Water Pollution Control Act, as amended [33 USC 1251 et seq., as amended by Public Law 92-500].
- iii) The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act [42 USC 1857c-5(d)], an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(c)] or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(d)], or an approved implementation procedure under Section 112(d) of the Air Act [42 USC 1857c-7(d)].

**Exhibit G (cont.)**

- iv) The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act [33 USC 1342] or by local government to ensure compliance with pretreatment regulations, as required by Section 307 of the Water Act [33 USC 1317].
- v) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- vi) The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Clean Air and Water Certification

The bidder certifies as follows:

- a) Any facility to be utilized in the performance of this proposed contract has ☐, has not ☒ been listed on the Environmental Protection Agency List of Violating Facilities.
- b) He will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.
- c) He will include substantially this certification, including this paragraph c) in every nonexempt subcontract.

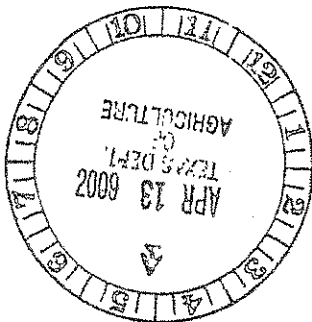
April 10, 2009  
(Date)

M. W. K. Miller  
Signature of Authorized Representative, Bidder

## Exhibit H

### Schedule of Applicable Laws

1. Contractor shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
2. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. § 327-330, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, FSMC shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.
3. Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
4. Contractor has signed the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Exhibit D, which is attached herein and is incorporated by reference and made a part of this Contract. (Reference 7 CFR § 3017.)
5. Contractor has signed the Lobbying Certification, Exhibit E, which is attached herein and is incorporated and made a part of this Contract. If applicable, FSMC has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Exhibit F herein, or will complete and submit as required in accordance with its instructions included in Exhibit F.
6. Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), Exhibit G, which is attached herein and is incorporated by reference and made a part of this Contract.



## Juvenile Board Order

ORDER NO: 2015 -xxx

DATE: June 22, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of June, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

**WHEREAS,** Juvenile Board was briefed on June 22, 2015 regarding the Juvenile Department's request to apply for continued participation in the USDA National School Lunch/Breakfast Program (NSLP), for school year 2015-2016; and

**WHEREAS,** this request complies with the Dallas County Strategic Plan, specifically, Vision 2.b: *Network with County cities and regional partners to increase operational efficiency*; and

**WHEREAS,** the National School Lunch/Breakfast Program reimburses the County for a portion of the cost of breakfasts, lunches and dinners served at the Juvenile Department's five residential facilities; and

**WHEREAS,** the Dallas County Juvenile Department expects reimbursements in excess of \$857,000 for the school year 2015-2016; and

**WHEREAS,** the current agreement was signed during the 2007-2008 contract year and provides an open-ended expiration date, contingent on both parties continuing their relationship.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Dallas County Juvenile Board approves the application to continue participation in the National School Lunch/Breakfast Program for the period July 1, 2015 through June 30, 2016.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Juvenile Department's Deputy Director of Institutional Services be designated as the School Food Authority and act as contract manager for the National School Lunch/Breakfast Program, the Business Manager of the Juvenile Department be authorized as alternate representative and the County Judge be authorized as the official of the Contracting Organization.

**DONE IN OPEN COURT MEETING** this the 22nd day of June, 2015.

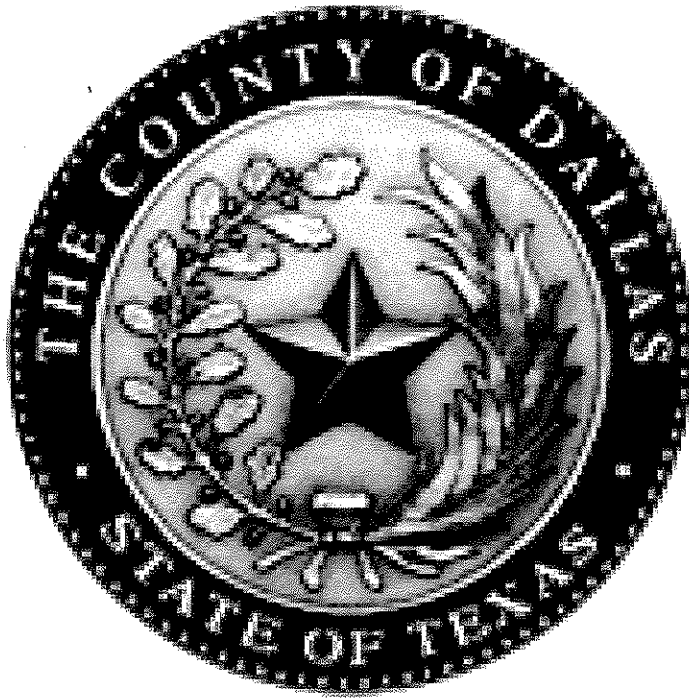
The forgoing Juvenile Board Order was lawfully moved by \_\_\_\_\_, and seconded by \_\_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_\_\_\_\_ for the motion and \_\_\_\_\_ opposed.

Recommended by:

Approved by:

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

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



**ACTION 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:** June 22, 2015  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Memorandum of Understanding with Focus on Teens (FoT) and the Dallas County Juvenile Department - Evening Reporting Center and JJAEP

**Background of Issue:**

Focus on Teens (FoT) is a community-based nonprofit organization dedicated to student success. FoT is currently available to any school in the Dallas Independent School District (DISD). FoT also offers the following four (4) core programs that focus on teens, parents and teachers: Drug Abuse Prevention and Awareness, Suicide Prevention, Healthy Living (a Mental Health Awareness Seminar) and a "Get Started" Intern Program. The FoT programs are flexible and have been developed in conjunction with both the individual student's and school's needs. Focus on Teens (FoT) offers a holistic approach to reach teens at the early stages of homelessness. The FoT is proud to be the only program in North Texas that helps provide a Drop In Center on high school campuses for homeless teens. The JJAEP Drop In Center will be a designated location where youth and families can pick up needed items after requesting them from DCJD-JJAEP or ERC staff. The FoT will be contacted to arrange the delivery of needed items. The purpose of this briefing is to request the Juvenile Board approve a Memorandum of Understanding with Focus on Teens in providing services to youth referred to the Dallas County Juvenile Department (DCJD), to include the Evening Reporting Center (ERC) and the Juvenile Justice Alternative Education Program (JJAEP).

**Impact on Operations and Maintenance:**

The DCJD and ERC would greatly benefit from the Focus on Teens program providing Drug Abuse Prevention and Awareness, Suicide Prevention, Mental Health Awareness Seminars and a "Get Started" Intern program. The DCJD will also benefit in being designated as a FoT Drop In Center for teens and parents. The Drop In Center is a designated location where youth and families can pick up requested school supplies, school uniforms, hygiene products and bus passes at no cost to the student or to DCJD. The ERC will benefit from the seminar sessions that will be 60 minutes in length and will be offered every 8 weeks. The seminars will be conducted at the Juvenile Justice Alternative Education Program (JJAEP) building, located at 1673 Terre Colony Court, Dallas, Texas 75212. The JJAEP building will also serve as the Drop In Center where families referred to the DCJD can pick up supplies once a week as needed.

**Strategic Plan Compliance:**

This request complies with the Dallas County Strategic Plan: Vision 3- Dallas County is safe, secure, and prepared by expanding disposition alternatives with regard to treatment for youth and families involved in the Juvenile Justice System.

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

**Legal Information:**

The Memorandum of Understanding has been approved as to form by Denika Caruthers, Dallas County Juvenile Department Administrative Legal Advisor.

**Financial Impact/Considerations:**

There will be no cost to the Dallas County Juvenile Department, JJAEP or ERC associated as a result of the MOU with FoT.

**Performance Impact Measures:**

The youth who participate will increase their life skills, drug abuse awareness, coping skills and suicide prevention and education on mental health. The DCJD and ERC will also have another avenue to help students and parents that cannot afford to purchase required school uniforms, additional bus passes and school supplies when transitioning to public school.

**Project Schedule/Implementation:**

The program will be implemented upon final execution of the Memorandum of Understanding.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Memorandum of Understanding with Focus on Teens and the Dallas County Juvenile Department, the Evening Reporting Center and JJAEP. It is further recommended that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

**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 BOARD ORDER

ORDER NO: 2015-XXX

DATE: June 22, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of June 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

**WHEREAS,** Focus on Teens (FoT) is a community-based nonprofit organization dedicated to student success. FoT is currently available to any school in the Dallas Independent School District (DISD). FoT also offers the following four (4) core programs that focus on teens, parents and teachers: Drug Abuse Prevention and Awareness, Suicide Prevention, Healthy Living (a Mental Health Awareness Seminar) and a "Get Started" Intern Program. The FoT programs are flexible and have been developed in conjunction with both the individual student's and school's needs. Focus on Teens (FoT) offers a holistic approach to reach teens at the early stages of homelessness. The FoT is proud to be the only program in North Texas that helps provide a Drop In Center on high school campuses for homeless teens. The JJAEP Drop In Center will be a designated location where youth and families can pick up needed items after requesting them from DCJD-JJAEP or ERC staff. The FoT will be contacted to arrange the delivery of needed items. The purpose of this briefing is to request the Juvenile Board approve a Memorandum of Understanding with Focus on Teens in providing services to youth referred to the Dallas County Juvenile Department (DCJD), to include the Evening Reporting Center (ERC) and the Juvenile Justice Alternative Education Program (JJAEP); and

**WHEREAS,** the DCJD and ERC would greatly benefit from the Focus on Teens program providing Drug Abuse Prevention and Awareness, Suicide Prevention, Mental Health Awareness Seminars and a "Get Started" Intern program. The DCJD will also benefit in being designated as a FoT Drop In Center for teens and parents. The Drop In Center is a designated location where youth and families can pick up requested school supplies, school uniforms, hygiene products and bus passes at no cost to the student or to DCJD. The ERC will benefit from the seminar sessions that will be 60 minutes in length and will be offered every 8 weeks. The seminars will be conducted at the Juvenile Justice Alternative Education Program (JJAEP) building, located at 1673 Terre Colony Court, Dallas, Texas 75212. The JJAEP will also serve as the Drop In Center where families can pick up supplies once a week as needed; and

**WHEREAS,** the Focus on Teens program, in conjunction with other services currently being provided by

the Juvenile Department, will increase the knowledge and success for each youth and family while under the supervision of the Court; and

**WHEREAS,** the location of the program delivery will be at the Juvenile Justice Alternative Education Program building, located at 1673 Terre Colony Court, Dallas, Texas 75212 and any other community venue that would take into consideration the family's ability to participate; and

**WHEREAS,** this request complies with the Dallas County Strategic Plan: Vision 3- Dallas County *is safe, secure, and prepared* by expanding disposition alternatives with regard to treatment for youth and families involved in the Juvenile Justice System; and

**WHEREAS,** the Memorandum of Understanding has been approved as to form by Denika Caruthers, Administrative Legal Advisor; and

**WHEREAS,** there will be no cost to the Dallas County Juvenile Department, JJAEP or ERC associated as a result of the MOU with Focus on Teens; and

**WHEREAS,** the youth who participate will increase their life skills, drug abuse awareness, coping skills and suicide prevention and education on mental health. The JJAEP and ERC will also have another avenue to help students and parents that cannot afford to purchase required school uniforms, additional bus passes and school supplies when transitioning to public school; and

**WHEREAS,** the programs will be implemented upon final execution of the Memorandum of Understanding.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve the Memorandum of Understanding with Focus on Teens and the Dallas County Juvenile Department, the Evening Reporting Center and JJAEP. It is further recommended that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

**DONE IN OPEN BOARD MEETING** this 22nd day of June, 2015.

The forgoing Juvenile Board Order was lawfully moved by \_\_\_\_ and seconded by \_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_ for the motion and \_ opposed.

Recommended by:

Approved by:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board

Memorandum of Understanding  
Between  
Focus on Teens (FoT)  
and  
Dallas County Juvenile Department (DJCD)

This memorandum of understanding (MOU) is entered into by Focus on Teens (FoT) and DCJD for the purpose of clearly identifying the roles and responsibilities of each party as they relate to the various social services to be provided by FoT to DCJD students at the Evening Reporting Center (ERC) and youth referred to the Dallas County Juvenile Department and the students in the Juvenile Justice Alternative Education Program (JJAEP).

The implementation of social services provided by Focus on Teens through private funding and will be provided for DCJD youth at no cost. The term of the Agreement shall commence on the date that the MOU is approved by both parties.

DCJD and FoT agree to work together to implement coordinated services for students affected by risk factors that make them vulnerable to homelessness. Both parties agree to respect the spirit and intent of this MOU and to fulfill, to the maximum extent possible, the specific steps outlined in this document.

**FoT will:**

- Obtain permission for services provision from the campus principal and coordinate all activities through the designated campus liaisons.
- Provide an FoT staff person for ongoing contact, coordination, and technical assistance.
- Facilitate social services via the staff at FoT.
- Provide information on FoT to JJAEP staff and ERC staff and maintain open communication regarding program activities and outcomes.
- Provide basic services, only after approval and input from DCJD, such as supplying school uniforms, hygiene products, bus passes, and seminars as follows: Drug Abuse Prevention and Awareness, Suicide Prevention, a Mental Health Awareness seminar and any other social services deemed of value to the students by agreement between FoT and DCJD.
- Conduct criminal background checks for all FoT personnel, contract staff, or volunteers who are authorized to act on behalf of FoT and will be implementing or observing groups or classes at JJAEP and ERC. The criminal background will be the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's Number ORI #TX057013G

- All FoT personnel, contract staff or volunteers or anyone acting on behalf of FoT will attend Dallas County Juvenile Department Volunteer Orientation (3 hours)
- Comply with all policies of the school district, including, but not limited to, all solicitation and distribution policies and all administrative, clinical and safety policies as set forth in DCJD's policy and procedure manuals.
- Provide a "one stop shop" to teens who have nowhere else to turn. The JJAEP will be designated as a "Drop In Center" for students to provide food, clothing, hygiene items, school supplies, and referrals.

**DCJD will:**

- Select students to participate in the FoT programs and obtain appropriate parental consent.
- Designate a JJAEP staff and or ERC staff to provide orientation to FoT staff on DCJD policies and procedures and serve as a liaison for the FoT staff persons assigned to each school.
- Provide appropriate time and space for implementation of FoT's social service programs
- Ensure a school staff and or ERC staff member is present during all FoT services.

**MUTUAL AGREEMENTS**

Confidentiality. To the extent that FoT will come into possession of student records and information, and to the extent that FoT will be involved in the survey, analysis, or evaluation of students, incidental to this Agreement, FoT agrees to comply with all applicable requirements. FoT and DCJD each agree to comply with all applicable laws and DCJD's policies that pertain to the confidentiality of any information that may be included in student educational records.

Termination. DCJD and FoT may cause the MOU to be terminated for any reason upon thirty (30) days notice to the other party of the desire to terminate. Notice of such termination shall be in writing and shall be deemed to have been duly given when actually delivered or when deposited in the United States mail to the other party at the party's last known address. A party's address may be changed only by giving notice of such change of address in writing to the other party hereto.

Entire Agreement: Amendments. The MOU represents the entire understanding between the parties, and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter hereof. Upon mutual agreement, representatives of FoT and DCJD may meet to discuss changes or amendments to the MOU. The Agreement, however,

may not be amended, altered, modified, discharged, or changed, in whole or in part, except by a further writing duly executed by the parties.

Relationship between the Parties. It is expressly understood that in the performances of the services herein, FoT, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of DCJD. Nothing in this MOU shall limit the right of either party to affiliate or contract with other service providers.

Indemnification. To the extent required and allowed by law, FoT agrees to indemnify, defend, and hold the DCJD harmless from any and all claims and losses to anyone who may be injured or damaged by reason of FoT's willful misconduct or negligent performance of this contract. DCJD and FoT shall carry such insurance as is customary and appropriate for its operations. Nothing contained herein shall constitute a waiver of any governmental immunities available to either party.

IN WITNESS WHEREOF, THE Parties have executed this MOU on the dates written below.

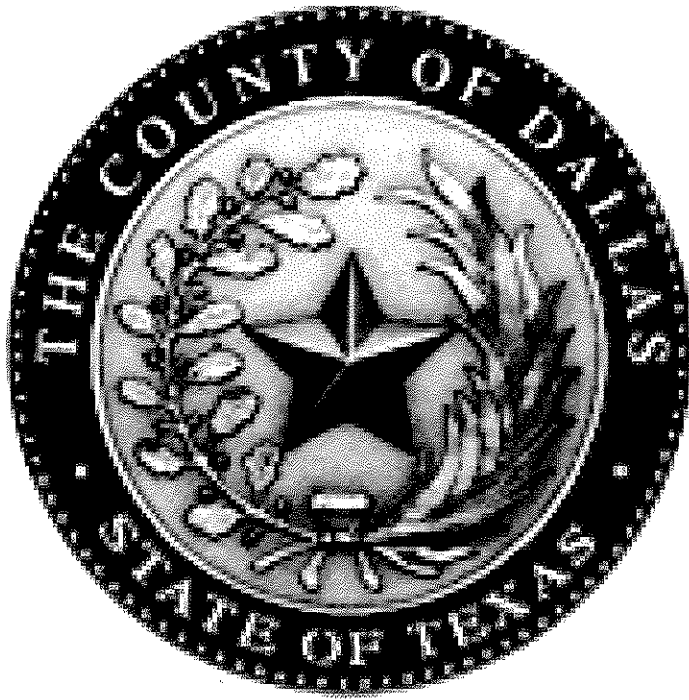
Keith Price                      6/11/15  
Keith Price                      Date  
Executive Director  
Focus on Teens

\_\_\_\_\_  
Judge Cheryl Lee Shannon                      Date  
Chairperson  
Dallas County Juvenile Board

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

APPROVED AS TO FORM:

By:     \_\_\_\_\_  
         Denika R. Caruthers, J.D.  
         Administrative Legal Advisor  
         Dallas County Juvenile Department



**ACTION 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:** June 22, 2015  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Ratification of Youth with Sexual Behavior Problems Grant Application

**Background of Issue:**

On June 12, 2015, the Dallas County Juvenile Department submitted a grant application in response to OJJDP Solicitation 2015-4212 called "OJJDP FY 2015 Youth with Sexual Behavior Problems Program." This application and solicitation targets the 10-14 year old, sexual offender population, who have sexually abused a younger sibling or close family member. It includes an expansion and advancement of therapeutic and community services to the Youth Village Youthful Sex Offender Program and the Successful Thinking and Responsible Sexuality (STARS) outpatient program. The DCJD Psychology Division will be responsible for administering the new evidence-based advancements to the sex offender program.

**Impact on Operations and Maintenance:**

DCJD proposes to expand services to underserved populations, 10-14 year olds participating in the sex offender treatment with familial victims, and to create a program addressing all stakeholders involved. This includes DCJD, the juvenile offender with a sexual behavior problem (SBP), the family, the survivor, and Dallas County community agencies. To do this, DCJD will pursue advanced training in Children with Problematic Sexual Behavior-Cognitive Behavioral Therapy (PSB-CBT) and in Trauma Focused-Cognitive Behavioral Therapy (TF-CBT), expand the Family Preservation Program (FPP), introduce Chaperone Training to DCJD families of juvenile sex offenders, and include collaborations with community stakeholders in advanced trainings, such as the Dallas Children's Advocacy Center (DCAC) and MetroCare. If awarded, the grant period will begin October 1, 2015 and will end September 30, 2017.

**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:**

This grant application has been reviewed by Denika Caruthers, Dallas County Juvenile Department Legal Advisor. The Dallas County Judge is required to sign any related grant documents on behalf of Dallas County.

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*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

**Financial Impact/Considerations:**

The grant application included a request for funds for \$244,916. This includes \$4,920 for travel to a mandatory grant program meeting, \$199,996 for an extension of contracted services for Child and Family Guidance Center (\$49,999 annually) and Youth Advocate Program (\$49,999 annually) for the Family Preservation Program, and \$40,000 for training of DCJD clinical staff and of two of our current community-based providers (Dallas Children's Advocacy Center and Dallas MetroCare). This information has been reviewed by Carmen Williams, Budget Supervisor.

**Performance Impact Measures:**

If awarded, the Dallas County Juvenile Department must provide data that measures the results of the work done under this solicitation.

**Project Schedule/Implementation:**

The grant application was due on June 15, 2015. If awarded, the grant period will be from October 1, 2015 through September 30, 2017.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board ratify the submission of the Youth with Sexual Behavior Problems grant application and authorize the Dallas County Judge to sign any related grant documents.

**Recommended by:**

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

**JUVENILE BOARD ORDER**

**ORDER NO:** 2015-XXX

**DATE:** June 22, 2015

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22<sup>th</sup> day of June, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** on June 12, 2015, the Dallas County Juvenile Department submitted a grant application in response to OJJDP Solicitation 2015-4212 called "OJJDP FY 2015 Youth with Sexual Behavior Problems Program;" and
- WHEREAS,** this application and solicitation targets 10-14 year old, sexual offender population, who have sexually abused a younger sibling or close family member; and
- WHEREAS,** it includes an expansion and advancement of therapeutic and community services to the Youth Village Youthful Sex Offender Program and the Successful Thinking and Responsible Sexuality (STARS) outpatient program; and
- WHEREAS,** the DCJD Psychology Division will be responsible for administering the new evidence-based advancements to the sex offender program; and
- WHEREAS,** DCJD proposes to expand services to underserved populations, 10-14 year olds participating in the sex offender treatment with familial victims, and to create a program addressing all stakeholders involved; this includes DCJD, the juvenile offender with a sexual behavior problem, the family, the survivor, and Dallas County community agencies.; and
- WHEREAS,** to do this, DCJD will pursue advanced training in Children with Problematic Sexual Behavior-Cognitive Behavioral Therapy (PSB-CBT) and in Trauma Focused-Cognitive Behavioral Therapy (TF-CBT), expand the Family Preservation Program (FPP), introduce Chaperone Training to DCJD families of juvenile sex offenders, and include collaborations with community stakeholders in advanced trainings, such as the Dallas Children's Advocacy Center (DCAC) and MetroCare; and

- WHEREAS,** If awarded, the grant period will begin October 1, 2015 and will end September 30, 2017; 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,** this grant application has been reviewed by Denika Caruthers, Dallas County Juvenile Department Legal Advisor; the Dallas County Judge is required to sign any related grant documents on behalf of Dallas County; and
- WHEREAS,** the grant application included a request for funds for \$244,916. This includes \$4,920 for travel to a mandatory grant program meeting, \$199,996 for an extension of contracted services for Child and Family Guidance Center (\$49,999 annually) and Youth Advocate Program (\$49,999 annually) for the Family Preservation Program, and \$40,000 for training of DCJD clinical staff and two of our current community-based providers (Dallas Children's Advocacy Center and Dallas MetroCare). This information has been reviewed by Carmen Williams, Budget Supervisor; and
- WHEREAS,** if awarded, the Dallas County Juvenile Department must provide data that measures the results of the work done under this solicitation; and
- WHEREAS,** the grant application was due on June 15, 2015. If awarded, the grant period will be from October 1, 2015 through September 30, 2017.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Dallas County Juvenile Board approves the Youth with Sexual Behavior Problems Grant Application.

**DONE IN OPEN BOARD MEETING** this 22 day of June, 2015.

The forgoing Juvenile Board Order was lawfully moved by \_\_\_\_\_ and seconded by \_\_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_\_\_\_\_ for the motion and \_\_\_\_\_ opposed.

Recommended by:

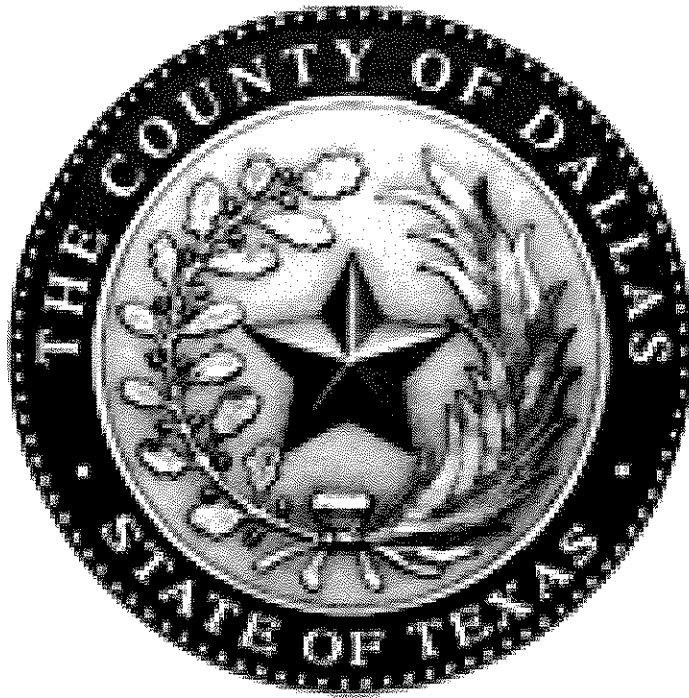
Approved by:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



# ACTION 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:** June 22, 2015  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Approval of Teens and Police Service Academy (TAPS) Contract

**Background of Issue:**

The Dallas County Juvenile Department received a grant award for Fiscal Year 2015 from the Office of the Governor, Criminal Justice Division to implement a teens and police education program at the Dallas County Youth Village and the Lyle B. Medlock Treatment Center. The purpose of this brief is to approve a contract with the Teens and Police Service (TAPS) Academy to implement this program.

The TAPS Academy was founded jointly through the U.S. Department of Justice, Houston Police Department and the University of Houston-Clear Lake in 2011. Its purpose is to reduce the social distance and create better understanding between at-risk youth and law enforcement. TAPS Academy works to break the current cycle of negative interaction with law enforcement that has become all too familiar for many youth, by creating an environment where law enforcement and youth learn from each other, build relationships and discuss better ways to manage adverse situations. This program forges a path for these traditionally opposing groups to build a solid foundation of trust and mutual respect.

The benefits of reducing social distance between youth and law enforcement are many but one of the most significant is that better Community Policing can occur, especially regarding the young African-American and Latino males. TAPS Academy takes its tenets – organizational transformation, problem-solving and partnerships - to the most removed group of citizens allowing them to be full participants in their own community through positive interaction with their local law enforcement officers. By reducing social distance these youth develop respect for authority and pro-social behavior leading to reduced crime.

**Impact on Operations and Maintenance:**

TAPS Academy in conjunction with Dallas Police Department will conduct TAPS Academy at the Youth Village and Medlock Center starting the week of June 22, 2015, through the week of August 31, 2015. TAPS Academy is an 11-week intervention program in which a cohort of youth partner with Mentor Police Officers for 2 hours at a time to discuss a curriculum of pressing issues such as: bullying, anger management, avoidance of gang life, drug use, police interaction, conflict management and many other youth and law enforcement-focused topics. Through these interactive sessions, students gain valuable skills to manage life situations while both the youth and law enforcement officers build positive relationships. Through TAPS Academy, participants create the ability to make positive decisions in their daily lives. TAPS Academy also allows youth and law enforcement to build their communities through a meaningful service-learning project.

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*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

**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 Contract has been approved as to form by Denika Caruthers, Dallas County Juvenile Department Administrative Legal Advisor.

**Financial Impact/Considerations:**

The total cost of the program will be \$45,440. Payment will be made in the amount of \$22,720 by July 1, 2015 and the final payment in the amount of \$22,720 will be made by September 1, 2015. This information has been reviewed by Carmen Williams, Budget Supervisor.

**Performance Impact Measures:**

Data from previous Academies show that residents who participate will increase: respect for and feeling closer and more connected to the Police, belief that Police will treat them and others fairly, desire to get along with the Police, and belief that the Police will respect them.

**Project Schedule/Implementation:**


The program will be implemented from the week of June 22, 2015, through the week of August 31, 2015.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the contract with the TAPS Academy to provide a class to residents at Youth Village and Medlock Center from the week of June 22, 2015, through the week of August 31, 2015.

It is further recommended that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

**Recommended by:**

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

## JUVENILE BOARD ORDER

ORDER NO: 2015 - XXX

DATE: June 22, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of June 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** the Dallas County Juvenile Department received a grant award for Fiscal Year 2015 from the Office of the Governor, Criminal Justice Division to implement a teens and police education program at the Dallas County Youth Village and the Lyle B. Medlock Treatment Center.; and
- WHEREAS,** the Teen And Police Service (TAPS) Academy, founded jointly through the U.S. Department of Justice, Houston Police Department and the University of Houston-Clear Lake in 2011, intends to reduce the social distance and to create better understanding between at-risk youth and law enforcement; and
- WHEREAS,** TAPS Academy is an 11-week intervention program in which a cohort of youth partner with Mentor Police Officers for 2 hours at a time to discuss a curriculum of pressing issues such as: bullying, anger management, avoidance of gang life, drug use, police interaction, conflict management and many other youth and law enforcement-focused topics, therefore the students gain valuable skills to manage life situations while both the youth and law enforcement officers build positive relationships; and
- WHEREAS,** the Department wants to contract with TAPS Academy to provide sessions at Youth Village and Medlock Center from the week of June 22, 2015, through the week of August 31, 2015; and
- WHEREAS,** data from previous Academies show that residents who participate will increase: respect for and feeling closer and more connected to the Police, belief that Police will treat them and others fairly, desire to get along with the Police, and belief that the Police will respect them; and
- WHEREAS,** the total cost of the program will be \$45,440. Payment will be made in the amount of \$22,720 by July 1, 2015 and the final payment in the amount of \$22,720 will be made by September 1, 2015. This information has been reviewed by Carmen Williams, Budget Supervisor; and
- WHEREAS,** the Contract has been approved as to form by Denika Caruthers, Dallas County Juvenile Department Administrative Legal Advisor; and
- WHEREAS,** this request conforms to the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the strategy to *leverage impact in the County by implementing best practices*.



**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the Dallas County Juvenile Board approves the contract with the TAPS Academy to provide a class to residents at Youth Village and Medlock Center from the week of June 22, 2015, through August 31, 2015.

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

**DONE IN OPEN BOARD MEETING** this 22<sup>nd</sup> day of June 2015.

The foregoing Juvenile Board Order was lawfully moved by \_\_\_\_\_ and seconded by \_\_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_\_\_ for the motion and \_ opposed.

Recommended by:

Approved by:

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

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board

**Contract**  
**Between**  
**Teen And Police Service (TAPS) Academy**  
**and**  
**Dallas County Juvenile Probation**

**Scope of Work:** TAPS Academy in conjunction with Dallas Police Department will conduct TAPS Academy at Youth Village and Medlock, June 23, 2015 through August 31, 2015 for total of 11 weeks of contact between youth and Dallas Police officers using the TAPS Academy curriculum.

**TAPS Academy will:**

- Ensure that under no circumstances will individuals working on behalf of TAPS, under this contract (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 grant funded program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's ORI # TX057013G. Background checks will not be required for certified peace officers.
- Train individuals working on behalf of TAPS, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) on the Prison Rape Elimination Act.
- Provide curriculum materials, training, instructions & best practices for the implementation of TAPS Academy.
- Provide a six hour training session to all officers and Dallas County Juvenile Probation officials that are directly involved with the TAPS Academy on June 23, 2015 before the start of TAPS Academy. Officers will be trained on the philosophy of TAPS Academy, Teen Brain, Procedural Justice, Modules and Curriculum, Role Play and Research and Evaluation.
- Provide and run TAPS Academy at the Medlock and Youth Village locations from June 23 through August 31, 2015.
- Coordinate with Dallas Police Officer mentors to ensure three to four hours of contact with the youth per week in two-day increments from June 23, 2015 through August 31, 2015.
- Provide pre and post-test evaluation instruments, instructions, analysis and consultation with Dallas County Juvenile Probation. All research will meet University of Houston- Clear Lake, and Dallas County Juvenile Internal Review Board approval. Data will always be presented in aggregated format. At no time are individual youth or law enforcement personnel identified within the research.
- Promote the involvement of the Dallas County Juvenile Probation as a progressive department in partnership with TAPS Academy through news stories in various TAPS Academy social media outlets. TAPS Academy shall follow all media restrictions as stated by Dallas County Juvenile Probation.

- Provide an independent University of Houston-Clear Lake evaluator to observe and provide feedback to officers, TAPS Academy and juvenile justice personnel to ensure the best outcomes for TAPS Academy in Dallas.
- Provide the necessary information to have the TAPS Academy curriculum as a one credit course granted by the Texas Education Agency (a certified high school social studies teacher is required for this component).
- Participate in a conference call with Dallas County Juvenile Probation officials weekly to ensure all goals and objectives are meeting expectations.
- Provide a report within 30 days after the end of TAPS Academy providing details about outcomes, challenges and successes.

**Dallas County Juvenile will:**

- Provide a classroom environment with Power Point/Internet capability (including speakers) for the six hour training session.
  - The six hour training will take place on or around June 23, 2015 from 9:00am – 3:00pm with lunch from 12:00pm -1:00pm. Training will be conducted during the lunch period. All Dallas County Juvenile employees involved with TAPS Academy are invited to attend the training session, however, at a minimum, one representative from each Dallas County juvenile facility who will work closely with TAPS Academy must attend. This will allow Dallas County Juvenile staff to be familiar with the TAPS Academy operations during its implementation.
- Train TAPS Academy personnel on procedures and rules to follow while operating inside the juvenile probation facilities. This training should cover safety, reporting practices, and any other important information TAPS Academy personnel should know while operating in a Dallas County Juvenile Facility.
- Provide classroom environments for activities at Medlock and Youth Village throughout the 11 week program.
  - The desire is to have space for an open session, break-out sessions for small groups of 6-10 persons and a closing session for all youth at the end of each day.
- Grant permission for TAPS Academy to use survey instruments for pre-test and post-test evaluation.
  - The instrument is passed out to youth the first day of TAPS Academy and at the end of Week 10. All data is presented in the aggregate and at no time are names of individuals used. The publication of the research will follow all Dallas County Juvenile protocol.
- Provide graduation space and assistance at Medlock and Youth Village.
- Provide supervisor counselors to handle discipline issues if and as they occur.

**Cost**

A total amount of \$45,440.00. Payment will be made in the amount of \$22,720 by July 1, 2015 and the final payment in the amount of \$22,720 will be made by September 1, 2015.

## INDEMNIFICATION

DALLAS COUNTY, DALLAS COUNTY JUVENILE BOARD, DALLAS COUNTY COMMISSIONERS, ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREINAFTER, "INDEMNITEES") SHALL NOT BE LIABLE TO CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER OR ENTITY WHATSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY, ON OR ABOUT COUNTY PROPERTY, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGE: (1) CAUSED BY ANY ACT OR OMISSION OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR OF ANY OTHER PERSON ENTERING COUNTY PROPERTY BY EXPRESS OR IMPLIED INVITATION OF CONTRACTOR OR SUBCONTRACTOR; OR (2) OCCASIONED BY OR THROUGH ANY ACT OR OMISSION OF CONTRACTOR OR ITS SUBCONTRACTOR ON COUNTY PROPERTY OR OF ANY OTHER PERSONS WHOMSOEVER; OR (3) ARISING OUT OF THE USE OF COUNTY PROPERTY BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ASSIGNS; OR (4) ARISING OUT OF ANY BREACH OR DEFAULT BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ASSIGNS OF ANY OF THE REQUIREMENTS OR PROVISIONS OF THIS AGREEMENT OR IN THE EXECUTION OR PERFORMANCE OF ITS OBLIGATIONS HEREUNDER; OR (5) OCCASIONED BY OR THROUGH THE USE OF ANY COUNTY PROVIDED UTILITIES, COMPUTERS, SOFTWARE, FIRMWARE, HARDWARE OR ANY VIRUS OR SIMILAR RELATED ITEMS THAT MAY BE CONTRACTED BY CONTRACTOR THROUGH SUCH USE.

### Insurance

Within ten (10) days after the effective date of this Agreement, Contractor shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any services. Contractor shall, in the stated ten (10) day period, furnish to the Dallas County Purchasing Agent verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Agreement, by an insurance company acceptable to County and authorized to do business in the State of Texas. Such insurance shall show the County as the certificate holder (general liability insurance). Coverage dates shall be inclusive of the term of the Agreement and each renewal period, if any.

1. The following minimum insurance coverage is required:

- (a) Commercial General Liability Insurance, including Contractual Liability Insurance. Commercial General Liability Insurance coverage for the following: (1) Premises Operations; (2) Independent Contractors or Consultants; (3) Products/Completed Operations; (4) Personal Injury; (5) Contractual Liability; (6) Explosion, Collapse and Underground; (7) Broad Form Property Damage, to include fire legal liability. Such insurance shall carry limits of One Hundred Thousand and 00/100 Dollars (\$100,000.00) for bodily injury and property damage per occurrence with a general aggregate of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) and products and completed operations aggregate of One Hundred Thousand and 00/100 Dollars (\$100,000.00). There shall not be any policy exclusion or limitations for personal injury, advertising liability, medical payments, fire damage, legal liability, broad form property damage, and/or liability for independent contractors or such additional coverage or increase in limits specifically contained within the bid specifications. This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from County.

- (b) Automotive Liability Insurance. Prior to using or causing to be used a motor vehicle or any other any other vehicle on County property, contractor shall obtain minimum automotive insurance applicable to the state of Texas either through their company or rental agent.

**Sovereign Immunity**

This Contract is expressly made subject to County's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal law. The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties or the County has by operation of law. Nothing in this Contract is intended to benefit any third-party beneficiary.

**Governing Law**

This Contract shall be construed in accordance with the laws of the State of Texas, United States of America and county of Dallas.

**Entire Agreement**

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This Contract supersedes any prior written or oral agreements between the parties.

**Amendment**

This Contract may be modified or amended in writing, if the modification or amendment is signed by the party obligated under the amendment.

/s/ Everett B. Penn



June 10, 2015

Everette B. Penn

Date

TAPS Academy Director

Judge Cheryl Shannon, Chairman

Dallas County Juvenile Board

Date

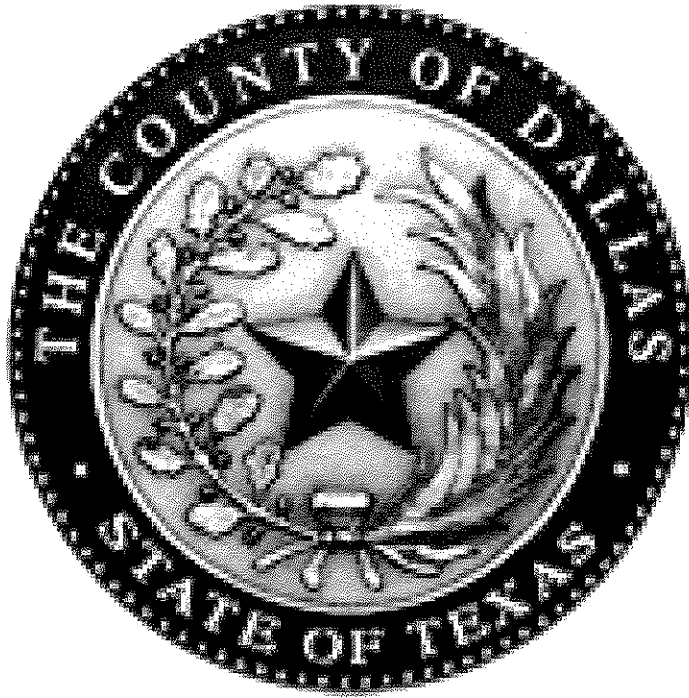
**RECOMMENDED:**

BY: Dr. Terry S. Smith, Director

Dallas County Juvenile Department

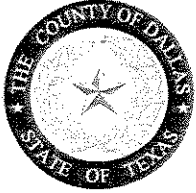
**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Denika R. Caruthers, J.D.  
Administrative Legal Advisor  
Dallas County Juvenile Department



# ACTION 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:** June 22, 2015

**To:** Dallas County Juvenile Board

**From:** Dr. Terry S. Smith, Director

**Subject:** Juvenile Processing Office Modification – Richland College, DFW International Airport and Seagoville Police Departments

**Background of the Issue:**

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

The Juvenile Board has previously approved 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 Richland College Police Department's Rooms P161, P162, P163, P170, P172 in Pecos Hall and K110 in Kiowa Hall located at 12800 Abrams Road, Dallas, Texas 75243 were previously designated as approved Juvenile Processing Offices on October 24, 2011 by this Department and the Dallas County Juvenile Board.

The Richland College Police Department has requested to modify their previously designated Juvenile Processing Offices by removing Room P162 in Pecos Hall. Rooms P161, P163, P170 and P172 in Pecos Hall and Room K110 in Kiowa Hall will continue to be utilized as Juvenile Processing Offices located at 12800 Abrams Road, Dallas, Texas 75243.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the offices at the Richland College Police Department, 12800 Abrams Road, Dallas, Texas 75243 were personally inspected by Rudy Acosta, Deputy Director of Probation Services on May 8, 2015. It has been determined this site remains suitable as a Juvenile Processing Office. The designated rooms are clearly identified with affixed signage outlining an assigned room number and labeled as Juvenile Processing Rooms.

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Lieutenant Cesar Sena during the site visit. The training provided the Agency representative with information from Title 3 of the Texas Family Code, § 52.025 and the

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law abiding citizens, while promoting public safety and victim restoration.*



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.

In calendar year 2014, the Richland College Police Department had no referrals to the Juvenile Department.

The DFW International Airport Police Department's Criminal Investigative Division (CID) Interview Room 1, CID Conference Room and Patrol Conference Room located at 2900 E. 28<sup>th</sup> Street, DFW Airport, Texas 75261 were previously designated as approved Juvenile Processing Offices on July 24, 2006 by this Department and the Dallas County Juvenile Board.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the offices at the DFW International Airport Police Department, 2900 E. 28<sup>th</sup> Street, DFW Airport, Texas 75261 were personally inspected by Rudy Acosta, Deputy Director of Probation Services on May 20, 2015. It has been determined this site remains suitable as a Juvenile Processing Office. The designated rooms are clearly identified with affixed signage labeled as Juvenile Processing Rooms.

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Detective Andrea Brandt 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.

In calendar year 2014, the DFW International Airport Police Department referred one (1) youth to the Dallas County Juvenile Department. The one (1) referral was African American and female.

The Seagoville Police Department Law Enforcement Center's Interview Room and Patrol Room, located at 600 N. Highway 175, Seagoville, Texas 75159 were previously designated as approved Juvenile Processing Offices on July 24, 2006 by this Department and the Dallas County Juvenile Board.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the offices at the Seagoville Police Department Law Enforcement Center were personally inspected by Leslie Gipson, Manager of Probation Services on May 13, 2015. It has been determined this site remains suitable as a Juvenile Processing Office. The designated rooms are clearly identified with affixed signage outlining the rooms as Juvenile Processing Rooms.

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Support Services Manager Christine Dykes, 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.

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In calendar year 2014, the Seagoville Police Department Law Enforcement Center referred ten (10) youth to the Dallas County Juvenile Department. Of the ten (10) referrals, 7 (70%) were White; 7 males and 0 female, 3 (30%) were Hispanic; 1 male and 2 females.

**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 related to taking a child into custody; 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 Juvenile Court or Title 3 of the Texas Family Code or other law or the particular law enforcement agency's procedures.

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- (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 necessary subsequent to taking a child into custody.

**Recommendation:**

The Juvenile Department recommends the Juvenile Board approve the Juvenile Processing Offices for the Richland College Police Department located at 12800 Abrams Road, Dallas, Texas 75243, by approving Rooms P161, P163, P170, and P172 in Pecos Hall and Room K110 in Kiowa Hall as designated Juvenile Processing Offices.

In addition, the Juvenile Department recommends the Juvenile Board approve the Juvenile Processing Offices for the DFW International Airport Police Department located at 2900 E. 28<sup>th</sup> Street, DFW Airport, Texas 75261, by approving CID Interview Room 1, CID Conference Room and the Patrol Conference Room as designated Juvenile Processing Offices.

Finally, the Juvenile Department recommends the Juvenile Board approve the Juvenile Processing Offices for the Seagoville Police Department Law Enforcement Center located at 600 N. Highway 175, Seagoville, Texas 75159, by approving the Interview Room and the Patrol Room as designated Juvenile Processing Offices.

Recommended by:

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

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

- 1) Addison Police Department  
Juvenile Processing/Briefing Room  
4799 Airport Parkway  
Addison, TX 75001 972-450-7120  
Detention Supervisor, Mr. Michael Meharg
- 2) Balch Springs Police Department  
Juvenile Room / #1  
12500 Elam Road  
Balch Springs, TX 75180  
Sgt. Walts 972-557-6036 Cell 469-853-3958
- 3) Baylor Health Care Department of Public  
Safety – Police Supervisors Room  
4005 Crutcher Street, Ste 100  
Dallas, TX 75246 214-820-6193  
Asst. Chief Jesse Gomez/Det. Marlena Colvin
- 4) Carrollton Police Department  
Youth Services Section Rooms 142-JPO1,  
143-JPO2, 112-JPO3  
2025 Jackson Road  
Carrollton, TX 75006  
Sgt. Joseph Nault 972-466-4786
- 5) Cedar Hill ISD Police Department  
Beltline Intermediate School  
Door 5A entrance, Room 1 & 2  
504 E. Beltline Rd.  
Cedar Hill, TX 75104  
Lt. Eddie Thompson 469-272-2088
- 6) Cedar Hill Marshall's Office  
285 Uptown Boulevard, Room 7108  
Cedar Hill, TX 75014  
Marshall Leland Herron 972 291-1500 Ext.1048
- 7) Charlton Methodist Medical Center  
3500 W. Wheatland-CID Office  
Dallas, TX 75203  
Lt. Kraft 214-947-7701
- 8) City of Combine Municipal Court  
Combine Police Department  
Judge's Office, Chief's Office  
123 Davis Rd.  
Combine, TX 75159 972-476-8790
- 9) Cockrell Hill Police Department  
Juvenile Interview Room and Sergeants Office  
4125 W. Clarendon Drive  
Dallas, TX 75211  
Sgt. Beckman 214-339-4141
- 10) Coppell Police Department  
Room 125/ Juvenile Processing Room  
130 S. Town Center Blvd.  
Coppell, TX 75019  
Sgt. Bill Camp 972-304-3593
- 11) Dallas Independent School District Police  
Department  
Holding Rm, Detail Rm, and Detectives Off  
1402 Seegar Street  
Dallas, TX 75215  
Deputy Chief Gary Hodges 214-932-5610
- 12) DFW International Airport Police  
Public Safety Station One, Conf. Rm 154  
Small & Large Conference Room - CID  
2900 E. 28<sup>th</sup> St.  
DFW Airport, TX 75261  
Sgt. Malcolm A. Mosely 972-574-5576

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- 13) Dallas County Hospital District  
Police Department  
Police Roll Call Room  
5201 Harry Hines Blvd.  
Dallas, TX 75235  
Capt. Richard D. Roebuck Jr. 214-590-4330
- 14) Dallas County Juvenile Department  
Truancy and Class C Enforcement Center  
Interview Rooms 1-4 & Holding Rooms 1-3  
414 S.R.L. Thornton Freeway  
Dallas, TX 75203  
Marquita Fisher 214-860-4408
- 15) Dallas County Juvenile Department  
Detention Center and Probation Dept.  
Henry Wade Juvenile Justice Center  
2600 Lone Star Dr.  
Dallas, TX 75212 214-698-2200
- 16) Dallas County Sheriff's Department  
Rooms C3-6 and C3-7  
Frank Crowley Courts Building  
133 N. Riverfront Blvd.  
Dallas, TX 75202  
Detective Billy Fetter 214-653-3495
- 17) Dallas Police Department  
Youth Division and Family Crimes  
1400 S. Lamar  
Dallas, TX 75201 214-671-3495  
Lt. Willemina Edwards / Det. R.P. Dukes
- 18) Desoto Police Department  
"Juvenile" Booking and Processing Office  
714 E. Beltline Rd.  
Desoto, TX 75115  
Det. W. Tillman 469-658-3028
- 19) Duncanville Police Department  
Juvenile Processing Rooms "Located in Lobby"  
203 E. Wheatland Rd.  
Duncanville, TX 75116  
Inv. Warren Evans 972-780-5037
- 20) Duncanville High School  
Rooms L-105 and A118  
900 W. Camp Wisdom Rd.  
Duncanville, TX 75116  
Inv. John Cole 972-708-3713
- 21) Duncanville Reed Middle School  
Room #509  
530 E. Freeman Road  
Duncanville, TX 75116  
Officer R.L. Perry 972-708-3949
- 22) Duncanville Byrd Middle School  
Room #200F  
1040 W. Wheatland Road  
Duncanville, TX 75116  
Inv. S. Ivy 972-708-3478
- 23) Duncanville Kennemer Middle School  
Room labeled as "Police", located in Library.  
7101 W. Wheatland Rd.  
Dallas, TX 75229  
Inv. L. Holcomb 972-708-3713
- 24) Eastfield Community College Police Dept.  
Room #N112-E  
3737 Motley Drive  
Mesquite, TX 75150  
Cpt. Michael Horak 972-860-8344
- 25) Eastfield Community College-Pleasant Grove  
Campus Police Department  
Room #112-N  
802 S. Buckner Blvd.  
Dallas, TX 75217  
Cpt. Michael Horak 972-860-8344

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

- 26) Farmers Branch Police Department  
Juvenile Sect Rm / Rm 156 / Interview Rm 204  
3723 Valley View Ln.  
Farmers Branch, TX 75244  
Sgt E.L. Stokes 972-919-9352
- 27) Garland Police Department  
Room J1008 & J1015  
1900 W. State Street  
Garland, TX 75042  
Supervisor Don McDonald 972-485-4891
- 28) 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
- 29) Grand Prairie Johnson D.A.E.P.  
Rooms 11  
650 Stonewall Dr.  
Grand Prairie, TX 75052  
Off. Ray Star, S.R. Officer 972-262-7244
- 30) 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
- 31) Grand Prairie Young Men's Leadership  
Academy at Kennedy Middle School  
School Resource Office-A216A  
2205 SE 4<sup>th</sup> Street  
Grand Prairie, TX 75051  
Leon Roddy, S.R. Officer 972-237-8764
- 32) Grand Prairie High School  
Room 501  
101 High School Dr.  
Grand Prairie, TX 75050  
Edward Rahman, S.R. Officer 972-809-5707
- 33) South Grand Prairie High School  
A Hall - Resource Office-A121  
301 W. Warrior Trail  
Grand Prairie, TX 75052  
Off. Chris Moore, S.R. Officer 972-522-2560
- 34) South Grand Prairie High School  
Ninth Grade Center, Room A110C  
305 W. Warrior Trail  
Grand Prairie, TX 75052  
Off. T.S. Steelman, S.R. Officer 972-343-7607
- 35) 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
- 36) Hutchins Police Department  
"Patrol Room"  
205 W. Hickman  
Hutchins, TX 75141  
Asst. Chief D.W. Landers 972-225-2225
- 37) Irving Police Department  
Municipal Court Room, 2<sup>nd</sup> Floor  
Juvenile Holding Area/Interview Lineup  
Juvenile Arraignment Court Room  
Irving, TX 75061  
Investigator Jill Smith 972-721-6559
- 38) Lancaster Police Department  
Rooms A148 and B122  
1650 North Dallas Avenue  
Lancaster, TX 75134  
Asst. Chief W.C. Smith 972-218-2726
- 39) Lancaster ISD Police Department  
Elsie Robinson Middle School  
Room 'LISD Police'  
822 W. Pleasant Run  
Lancaster, TX 75146  
Off. Keith Wilkerson 972-218-3086

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

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

41) Lancaster ISD Police Department  
Headquarters  
Room 603  
814 W. Pleasant Run Rd.  
Lancaster, TX 75134  
Chief Sam Allen 469-261-8889

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

43) Methodist Health System Police Dept.  
1441 N. Beckley Ave, Front Lobby  
Dallas, TX 75203  
Lt. M.P. Barber 214-947-8181

44) Richardson Police Department  
Youth Crimes Unit/Interview Rm, Rm D-214  
140 N. Greenville Ave  
Richardson, TX 75081  
Sgt. Jaime Gerhart 972-744-4862

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

46) Rowlett Police Department  
Room 3, Juvenile Processing Room  
4401 Rowlett Road  
Rowlett, TX 75088  
Lt. David Nabors 972-412-6215  
Detective David Mayne 972-412-6292

47) Sachse Police Department  
Juvenile Division & Youth Holding Area  
Rooms PS116 and PS118  
3815 Sachse Rd.  
Sachse, TX 75048  
Lt. Steve Norris 469-429-9823

48) Seagoville Police Department  
Law Enforcement Center -  
Interview Room and Patrol Room  
600 North Highway 175  
Seagoville, TX 75159  
Manager Christine Dykes 972-287-6834

49) Southern Methodist University Police Dept.  
Briefing Room 214  
3128 Dyer Street  
Dallas, TX 75205  
Lt. Brian Kelly 214-768-1577

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

51) University Park Police Department  
Room 215, 2<sup>nd</sup> Floor  
3800 University Boulevard  
Dallas, TX 75205  
Det. Ken Ardanowski 214-987-5360

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

52) Union Pacific Railroad  
Police Department JPO Room  
9211 Forney Road  
Dallas, TX 75172  
Landon McDowell 972-882-4001

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



## JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: June 22, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of June, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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 Juvenile Processing sites; and

**WHEREAS,** the Richland College Police Department's Rooms P161, P162, P163, P170, P172 in Pecos Hall and K110 in Kiowa Hall located at 12800 Abrams Road, Dallas, Texas 75243 were previously designated as approved Juvenile Processing Offices on October 24, 2011 by this Department and the Dallas County Juvenile Board; and

**WHEREAS,** the Richland College Police Department has requested to modify their previously designated Juvenile Processing Offices by removing Room P162 in Pecos Hall. Rooms P161, P163, P170 and P172 in Pecos Hall and Room K110 in Kiowa Hall will continue to be utilized as Juvenile Processing Offices located at 12800 Abrams Road, Dallas, Texas 75243; and

**WHEREAS,** in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the offices at the Richland College Police Department, 12800 Abrams Road, Dallas, Texas 75243 were personally inspected by Rudy Acosta, Deputy Director of Probation Services on May 8, 2015. It has been determined this site remains suitable as a Juvenile Processing Office. The designated rooms are clearly identified with affixed signage outlining an assigned room number and labeled as a Juvenile Processing Room; and

**WHEREAS,** in addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Lieutenant Cesar Sena 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; and

**WHEREAS,** in calendar year 2014, the Richland College Police Department had no referrals to the Juvenile Department; and

**WHEREAS,** this Juvenile Processing Office designation complies with the Dallas County Strategic Plan; Vision 3 – Dallas County is *safe, secure, and prepared*; and

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve the Juvenile Processing Offices for the Richland College Police Department located at 12800 Abram Road, Dallas, Texas 75243, by approving Rooms P161, P163, P170, and P172 in Pecos Hall and Room K110 in Kiowa Hall as designated Processing Offices.

**DONE IN OPEN BOARD MEETING** this 22nd day of June, 2015.

The forgoing Juvenile Board Order was lawfully moved by \_\_\_\_\_ and seconded by \_\_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_\_\_\_ for the motion and \_\_\_\_ opposed.

Recommended by:

Approved by:

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

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board

## JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: June 22, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of June, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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 Juvenile Processing sites; and

**WHEREAS,** the DFW International Airport Police Department's CID Interview Room 1, CID Conference Room and Patrol Conference Room located at 2900 E. 28<sup>th</sup> Street, DFW Airport, Texas 75261 were previously designated as approved Juvenile Processing Offices on September 24, 2001 by this Department and the Dallas County Juvenile Board; and

**WHEREAS,** in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the offices at the DFW International Airport Police Department, 2900 E. 28<sup>th</sup> Street, DFW Airport, Texas 75261 were personally inspected by Rudy Acosta, Deputy Director of Probation Services on May 20, 2015. It has been determined this site remains suitable as a Juvenile Processing Office. The designated rooms are clearly identified with affixed signage labeled as Juvenile Processing Rooms; and

**WHEREAS,** in addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Der. Andrea Brandt 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; and

**WHEREAS,** in calendar year 2014, the DFW International Police Department referred one (1) youth to the Dallas County Juvenile Department. The one (1) referral was African American and female; and

**WHEREAS,** this Juvenile Processing Office designation complies with the Dallas County Strategic Plan; Vision 3 – Dallas County is *safe, secure, and prepared*; and

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve the Juvenile Processing Offices for the DFW International Airport Police Department located at 2900 E. 28<sup>th</sup> Street, DFW Airport, Texas 75261, by approving CID Interview Room 1, CID Conference Room and the Patrol Conference Room as designated Processing Offices.

**DONE IN OPEN BOARD MEETING** this 22nd day of June, 2015.

The forgoing Juvenile Board Order was lawfully moved by \_\_\_\_\_ and seconded by \_\_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_\_\_\_ for the motion and \_\_\_\_ opposed.

Recommended by:

Approved by:

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

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board

## JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: June 22, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of June, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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 Juvenile Processing sites; and
- WHEREAS,** The Juvenile Department is requesting the Juvenile Board approve the renewal of the Seagoville Police Department Law Enforcement Center Juvenile Processing Office, specifically the Interview Room and the Patrol Room, located at 600 N. Highway 175, Seagoville, Texas 75159; and
- WHEREAS,** in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Seagoville Police Department Law Enforcement Center Juvenile Processing Office location was personally inspected by Leslie Gipson, Manager of Probation Services on May 13, 2015; and
- WHEREAS,** during the visits, it was determined by Leslie Gipson that this site remains suitable as a Juvenile Processing Office; and
- WHEREAS,** the Juvenile Processing Office at the Seagoville Police Department Law Enforcement Center location complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*; 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 utilization 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 approve the renewal of the Juvenile Processing Office for the Seagoville Police Department Law Enforcement Center, specifically the Interview Room and Patrol Room, located at 600 N. Highway 175, Seagoville, Texas 75159.

**DONE IN OPEN BOARD MEETING** this 22nd day of June, 2015.

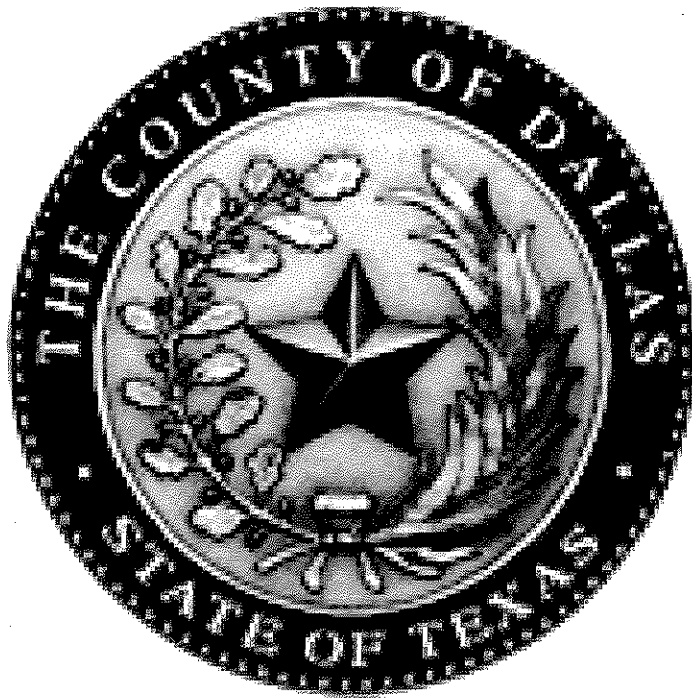
The forgoing Juvenile Board Order was lawfully moved by \_\_\_\_\_ and seconded by \_\_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_\_\_\_\_ for the motion and \_\_\_\_\_ opposed.

Recommended by:

Approved by:

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

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



**ACTION 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:** June 22, 2015  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Licensure Renewal as a Functional Family Therapy Provider with FFT LLC

**Background of Issue:**

On March 23, 2009, the Juvenile Board approved the Juvenile Department's request to apply for site certification and training to implement a Functional Family Therapy (FFT) program. The Department was subsequently certified and licensed by FFT LLC, the national FFT organization has copyrighted the program; and we have been providing a best practices FFT program since this time. FFT requires the completion of a three phase certification process, and the Juvenile Department completed all three phases successfully by 2011. Between July 2009 and January 2014, the Juvenile Department employed Dr. Stephanie McVea, Ph. D. as a grade IM Psychologist, and she had been assigned to act as the Supervisor of our FFT unit, which currently consists of six, grade EE FFT therapists. Dr. McVea had attended all required training from national FFT to act in this supervisory capacity and to allow us to reach phase III status.

Dr. McVea entered into a professional services agreement with the Juvenile Department from January 1, 2014 to December 31, 2014, subsequently extended through May 31, 2015, to act in the capacity of a contract supervisor for the FFT unit until a replacement supervisor is trained and able to transition into the site lead position. During the contract period, a replacement FFT supervisor, Dr. Darius Campinha-Bacote was selected and began completing the required training process. Dr. Darius Campinha-Bacote successfully completed all required training on May 13, 2015 to assume the role of FFT site supervisor.

The current FFT LLC contract expires July 26, 2015. Thus, the purpose of this brief is to request the Juvenile Board approve the Juvenile Department entering into a new contract with FFT LLC effective July 27, 2015 through July 26, 2016. As indicated by FFT LLC and subsequent to Dr. Campinha-Bacote assuming the role of FFT site supervisor, the Juvenile Department's FFT program has resorted back to phase II for a twelve month period beginning June 1, 2015 to allow the proper transition of a new FFT site supervisor.

**Impact on Operations and Maintenance:**

Our FFT program has been highly successful since its implementation in 2009, and we have expanded both our staff in the program and the services offered in the ensuing years. FFT is now not only utilized for our youth on Court-ordered probation, as originally designed; but we have expanded our client base to include diversion youth and youth in several of our Specialty Courts, such as Girls ESTEEM Court, Mental Health Court, Diversion Male Court (DMC), and our newest Youthful Offender Court (YOC). We have future expansion plans for this program as well and it would be most advantageous to the Department to continue the professional services agreement with FFT LLC as outlined in the contract and continuing to provide this best practices model to the youth and families who are referred to us.

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*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



**Strategic Plan Compliance:**

This request conforms to the Dallas County Strategic Plan- Vision 3: Dallas is *safe, secure, and prepared*, as evidenced by *the implementation of best practices and that the allocation of juvenile justice resources is being maximized*.

**Legal Information:**

The attached professional services contract with FFT has been reviewed by the Juvenile Department's Administrative Legal Advisor, Denika Caruthers. Ms. Caruthers has approved the contract as to form.

**Financial Impact/Considerations:**

Ms. Carmen Williams, Budget Services supervisor has reviewed and approved the contract. Because the contract between the Dallas County Juvenile Department and FFT LLC is a combination phase II and phase III contract, including externship training, the expenses will differ depending on what stage the program is currently operating. By continuing in phase II from July 27, 2015 to May 26, 2016, the expenses for training activities and services are \$14,500.00, as well as a \$42/day per diem for the FFT national consultant who will make one on-site visit/training during the year. And by returning to and continuing in phase III beginning May 27, 2016 until the July 26, 2016 contract end, the expenses for training activities and services are \$1,000.00, in addition to \$42/day per diem for the FFT national consultant who will make one on-site visit during the year. This will be funded from the FY2016 budget, expense code 5020 - Day Treatment Program.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's contract with FFT LLC to continue phase II and phase III consultation and supervisory training to maintain the Juvenile Department's designation as a licensed Functional Family Therapy (FFT) site, and to authorize the Chair to sign related documents on behalf of the Juvenile Board.

**Recommended by:**



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

## JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: June 22, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of June, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

**WHEREAS,** On March 23, 2009, the Juvenile Board approved the Juvenile Department's request to apply for site certification and training to implement a Functional Family Therapy (FFT) program; the Department was subsequently certified and licensed by FFT LLC, the national FFT organization has copyrighted the program; and we have been providing a best practices FFT program since this time; and

**WHEREAS,** FFT requires the completion of a three phase certification process, and the Juvenile Department completed all three phases successfully by 2011; between July 2009 and January 2014, the Juvenile Department employed Dr. Stephanie McVea, Ph. D. as a grade IM Psychologist, and she had been assigned to act as the Supervisor of our FFT unit, which currently consists of six grade EE FFT therapists; Dr. McVea had attended all required training from national FFT to act in this supervisory capacity and to allow us to reach Phase III status; and

**WHEREAS,** Dr. McVea entered into a professional services agreement with the Juvenile Department from January 1, 2014 to December 31, 2014, subsequently extended through May 31, 2015, to act in the capacity of a contract supervisor for the FFT unit until a replacement supervisor is trained and able to transition into the site lead position; and

**WHEREAS,** during the contract period, a replacement FFT supervisor, Dr. Darius Campinha-Bacote was selected and began completing the required training process; Dr. Darius Campinha-Bacote successfully completed all required training on May 13, 2015 to assume the role of FFT site supervisor; and

**WHEREAS,** the current FFT LLC contract expires July 26, 2015; thus, the purpose of this brief is to request the Juvenile Board approve the Juvenile Department entering into a new contract with FFT LLC

effective July 27, 2015 through July 26, 2016; as indicated by FFT LLC and subsequent to Dr. Campinha-Bacote assuming the role of FFT site supervisor, the Juvenile Department's FFT program has resorted back to phase II for a twelve month period beginning June 1, 2015 to allow the proper transition of a new FFT site supervisor; and

**WHEREAS,** our FFT program has been highly successful since its implementation in 2009, and we have expanded both our staff in the program and the services offered in the ensuing years; FFT is now not only utilized for our youth on Court-ordered probation, as originally designed; but we have expanded our client base to include diversion youth and youth in several of our Specialty Courts, such as Girls ESTEEM Court, Mental Health Court, Diversion Male Court (DMC), and our newest Youthful Offender Court (YOC); and

**WHEREAS,** we have future expansion plans for this program as well and it would be most advantageous to the Department to continue the professional services agreement with FFT LLC as outlined in the contract and continuing to provide the best practices model to the youth and families who are referred to us; and

**WHEREAS,** this request conforms to the Dallas County Strategic Plan- Vision 3: Dallas is *safe, secure, and prepared*, as evidenced by *the implementation of best practices and that the allocation of juvenile justice resources is being maximized*; and

**WHEREAS,** the attached professional services contract with FFT LLC has been reviewed by the Juvenile Department's Administrative Legal Advisor, Denika Caruthers; Ms. Caruthers has approved the contract as to form; and

**WHEREAS,** Ms. Carmen Williams, Budget Services supervisor has reviewed and approved the contract; because the modification of the current contract between the Dallas County Juvenile Department and FFT LLC, is a combination phase II and phase III contract, including externship training, the expense will differ depending on what stage the program is currently operating; by continuing in phase II from July 27, 2015 to May 26, 2016, the expenses for training activities and services are \$14,500.00, as well as \$42/day per diem for the FFT national consultant who will make one on site visit/training during the year; and by returning to and continuing in phase III beginning May 27, 2016 until the July 26, 2016 contract end, the expenses for training activities and services are \$1,000.00, in addition to \$42/day per diem for the FFT national consultant who will make one on-site visit during the year; this will be funded from the FY2016 budget, expense code 5020 – Day Treatment Program.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve the Juvenile Department's contract with FFT LLC to continue phase II and phase III consultation and supervisory training to maintain the Juvenile Department's designation as a licensed Functional Family Therapy (FFT) site, and to authorize the Chair to sign related documents on behalf of the Juvenile Board.

**DONE IN OPEN BOARD MEETING** this 22nd day of June, 2015.

The forgoing Juvenile Board Order was lawfully moved by \_\_\_\_\_ and seconded by \_\_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_\_\_\_ for the motion and \_\_\_\_\_ opposed.

Recommended by:

Approved by:

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

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board

# FFT Functional Family Therapy

*An evidence-based and systematic family-based model for working with at risk adolescents and their families*

## CONTRACT

This Contract for Services (this "Contract") is made effective as of July 27, 2015 by and between

Dallas County Juvenile Department of 2600 Lone Star Drive, Dallas, TX 75212

and

FFT LLC of 1251 NW Elford Drive, Seattle, Washington, USA 98177.

This contract is for Phase 2 FFT training and consultation services for the period 7/27/15-5/26/16 and Phase 3 FFT training and consultation services for the period 5/27/16-7/26/16

This Contract will terminate automatically on July 26, 2016 or upon completion of activities listed in Exhibit B.

In exchange for the Phase 3 FFT training and consultation as noted in Exhibit B, Dallas County Juvenile Department will pay FFT LLC in US Dollars according to the following rates and manner noted in Exhibit A.

### Confidentiality and Intellectual Property

FFT LLC has developed a comprehensive system for the use of Functional Family Therapy method of treating individuals with severe clinical problems. Herein known as the FFT System, it includes methods, program design, manuals, the web-based CSS system, reports, forms, and training materials that are proprietary to FFT LLC and include Confidential Information, trade secrets, and copyright material. The FFT System undergoes continuous modification and improvements based upon research and experience gained in its application.

Dallas County Juvenile Department understands and agrees that all of the FFT System has significant value from not being generally known to the public. As such:

- a. FFT LLC shall grant to Dallas County Juvenile Department shall accept from FFT LLC, subject to the terms and conditions of this contract, a non-exclusive, nontransferable right and license to use, and permit its FFT trained therapists who are a part of an FFT working group to use, the FFT System in the treatment of individuals with severe clinical problems.
- b. Dallas County Juvenile Department may disclose such portions of the FFT System and its Confidential Information to third party funding organizations as may be reasonably

required to obtain funding, market programs, and to provide reasonable required documentation to funding organizations.

- c. Neither Dallas County Juvenile Department nor any of its employees may otherwise use the FFT System except:
  - a. to provide FFT treatment services and assessment;
  - b. to conduct FFT research that is mutually agreeable to FFT LLC and Dallas County Juvenile Department.
- d. Neither Dallas County Juvenile Department nor any of its employees may copy all or any part of the FFT Manual or training materials except with written permission from FFT LLC.
- e. Except as provided above, FFT LLC retains all right, title, and interest to the Confidential Information contained in the FFT System and the intellectual property rights related there to.

#### **FFT LLC's Obligations**

- a. FFT LLC will deliver all training and consultation as described in Exhibit B.
- b. FFT LLC shall use data from CSS to construct therapist and site feedback reports to be shared with FFT site.
- c. FFT LLC shall provide password/logon access the FFT CSS web-based system to mutually agreed upon FFT therapists.
- d. FFT LLC shall provide to Dallas County Juvenile Department the FFT methods, program design, manuals, CSS system access, and related FFT reports, forms, herein known as the FFT System, for use with clients in Dallas County Juvenile Department's FFT project.

#### **Dallas County Juvenile Department's Obligations**

- a. Dallas County Juvenile Department acknowledges that it is of critical importance that the FFT System be used by licensed organizations in a consistent, adherent and competent manner and in accordance with the highest professional standards.
- b. Accordingly, Dallas County Juvenile Department agrees to comply with all the policies and procedures in the FFT Manual and training materials, as modified by FFT LLC from time to time, in using the FFT System for the treatment of clients. FFT training and consultation shall be provided through working groups of 3-8 FFT trained clinicians who each have their own caseload, who each receive weekly consultation with a certified FFT supervisor or consultant, who use the FFT-CSS system, carry appropriate FFT caseloads with appropriate time allocations for cases, and who have received or are receiving training and consultation commensurate with their model adherence and competence.
- c. Dallas County Juvenile Department agrees that an FFT therapist will maintain a maximum of 12-15 cases (for 40 hours per week) and no fewer than 6-7 cases (20 hours per week). The agency acknowledges that adequate caseload or appropriate time to learn and apply the model are critical factors in learning, therapist fidelity, and program outcomes.

- d. Dallas County Juvenile Department agrees that all FFT therapists will use the web-based FFT CSS system ([www.fftcss.com](http://www.fftcss.com)) as their primary case management / assessment vehicle for FFT cases. Dallas County Juvenile Department acknowledges that the FFT CSS system is an important therapist learning tool that also assists FFT LLC in preparing reports on overall program effectiveness, and therapist adherence/competence. Dallas County Juvenile Department will promptly report any known lapses in CSS use to FFT LLC.
- e. Dallas County Juvenile Department agrees that all FFT therapists will participate in weekly FFT consultations as well as all trainings noted in Exhibit B of this contract.
- f. Dallas County Juvenile Department agrees that FFT therapists will receive training and consultation in work groups of no less than 3 and no more than 8 clinicians.
- g. Dallas County Juvenile Department shall periodically advise FFT LLC of any changes in the nature of the population that is being serviced by the FFT System, and of any policies that affect the frequency, intensity, or fidelity with which therapists can deliver the FFT System.
- h. Under no circumstances shall any professional employee of Dallas County Juvenile Department violate any professional standards or local or state laws in order to comply with the policies and procedures in the FFT Manual.
- i. FFT training can only be done by FFT LLC licensed personnel. Dallas County Juvenile Department acknowledges use of or training in the FFT System does not qualify a clinician or a site to train clinicians in the FFT model.
- j. Dallas County Juvenile Department agrees that FFT therapists will attend all training and consultation identified in Exhibit B of this contract. The agency shall ensure that all of its employees involved with the FFT System are competent and fully trained in the FFT System. Dallas County Juvenile Department shall consult with FFT LLC annually and as needed to identify and execute training and consultation as necessary to assure ongoing continuing education and model adherence/competence.
- k. If a new therapist needs training or if a current therapist needs additional training due to a lack of model adherence or competence, then the site will access the next available replacement training and any other continuing education as considered appropriate by the site and FFT LLC. The site will be responsible for all additional training costs. Those costs are not included in this contract.

### **Noncompetition**

Dallas County Juvenile Department shall not directly or indirectly contract with nor provide any products or services to third parties relating to the FFT approach, including without limitation, manuals, assessments, progress notes, pre-training assessment and consultation, orientation training, clinical training.

### **Site Certification—Training**

Functional Family Therapy Site Certification is a 3-phase process.

Phase 1 focuses on FFT implementation that will build therapist adherence and competence in the FFT model and build a lasting infrastructure at the site that supports clinicians to take maximum advantage of FFT training/consultation. Assessment of adherence and competence is based on data gathered through the CSS, at FFT weekly consultations and via Phase 1 FFT training activities. The objective is that Phase 1 be completed in one year, and not last longer than 18 months. Periodically during Phase 1, FFT personnel provide the site feedback to identify progress toward Phase 1 implementation goals. By the ninth month of implementation, FFT will begin discussions identify steps toward starting Phase 2 of the Site Certification process, including likely candidates at the site to be trained as an FFT on-site supervisor.

Phase 2's goal is to assist the site in creating greater self-sufficiency in FFT, while also maintain and enhancing site adherence/competence in the FFT model. Primary focus in this Phase is developing competent on-site FFT supervision. During Phase 2, FFT trains a site's extern to become the local on-site supervisor. This person shall have no less than a Masters degree in a counseling related field. The supervisor attends two 2-day off site supervisor trainings, and then is supported by FFT through monthly phone consultation. FFT provides one 1-day on-site training during Phase 2. In addition, FFT provides any on-going consultation as necessary and reviews the site's FFT CSS database to measure site/therapist adherence, service delivery trends, and outcomes. Phase 2 is a yearlong process.

Phase 3's goal is to move into a partnering relationship to assure on-going model fidelity, as well as impacting issues of staff development, interagency linking, and program expansion. FFT reviews the CSS database for site/therapist adherence, service delivery trends, and client outcomes and provides consultations and on-site training for continuing education in FFT. FFT staff visits the site one day during the training year and provides monthly one hour support to the identified FFT site supervisor.

New therapists must be trained through FFT replacement trainings. Should the balance of a therapist working group fall below 50% not having received full dosage of Phase 1 training, the site and FFT will enter into discussions to determine what additional training is necessary to create therapist competence.

Use of the web-based CSS, ongoing weekly consultation of a 3-8 person therapist clinical working group from a certified FFT supervisor, FFT appropriate caseloads and time allocations for cases, as well as training and consultation commensurate with the adherence and competence of the FFT working group are necessary for on-going site certification.

Should a local FFT program deviate from what is described in their site application, they must discuss any desired or anticipated changes with their FFT Implementation Consultant. Certified sites do not make alterations to the FFT program that may negatively impact the ability for site clinicians to adhere to or competently deliver the FFT model.



## **Indemnification**

FFT shall forever waive, release, indemnify, and hold harmless Dallas COUNTY, its assigns, officers, directors, employees, agents, representatives (referred collectively in this Section as "County"), from and against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and expenses (whether based upon tort, breach of contract, patent or copyright infringement, failure to pay employee taxes or withholdings, failure to obtain worker's compensation insurance, or otherwise), including, without limitation, legal and related legal fees and expenses, of any kind or nature arising out of or on account of, or resulting from (1) any actual or alleged intentional or negligent act or omission of, or default in the performance of its obligations pursuant to this Agreement by FFT, its assigns, or its subcontractors, officers, directors, employees, agents or representatives (referred collectively as "FFT"), (2) FFT's involvement in the specified services under this Agreement, and (3) Any terms or conditions or provisions or underlying provisions of this Agreement, including but not limited to, any premises or special defect known or unknown to County, and any injury to individuals present during FFT's involvement under the terms and conditions of the services and Agreement, including willful acts such as assault;

AND FURTHER, FFT, to the fullest extent allowed by law, agrees to waive, release, indemnify and hold harmless Dallas County against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and/or other expenses, of any kind or nature whatsoever (whether based upon tort, breach of contract, patent or copyright infringement, failure to pay employee taxes or withholdings, failure to obtain worker's compensation insurance, or otherwise), including, without limitation, legal and related legal fees and expenses of any kind or nature that are incurred by or sought to be imposed on County arising out of or on account of, or resulting from injury (including death), including, but not limited to, exposure to any 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 the Agreement and/or specified services. This indemnification shall apply, whether or not any such injury or damage has been brought on any theory of liability, intentional wrongdoing, strict product liability, County's negligence, or breach of non-delegable duty. FFT further agrees to defend (at the election of County) at its sole costs and expense against any claim, demand, action or suit for which indemnification is provided herein.

Approval and acceptance of FFT's services by County shall not constitute nor be deemed a release of the responsibility and liability of FFT, its subcontractors, employees, officers, agents, invitees, licensees or assigns for the accuracy and competency of their services; 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 services performed by FFT, its subcontractors, employees, officers, agents, invitees, licensees or assigns in this regard. FFT shall defend, hold harmless, and indemnify the County for damages resulting from such defects, errors or

omissions. These provisions shall survive termination, expiration, or cancellation of this Agreement or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

In event of claim of loss, damage or indemnity by County against Contractor, Contractor's liability, if any, in excess of its insurance coverage shall be limited to the amount of its fees actually paid under this Agreement.

**Sovereign Immunity:**

This Contract is expressly made subject to County's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal law. The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties or the County has by operation of law. Nothing in this Contract is intended to benefit any third-party beneficiary.

**Remedies**

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period may result in the automatic termination of this Contract.

**Research**

Any research publication on this FFT project can only occur with the mutual consent of Dallas County Juvenile Department and FFT, LLC.

**Entire Agreement**

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this c contract. This Contract supersedes any prior written or oral agreements between the parties.

**Amendment**

This Contract may be modified or amended in writing, if the modification or amendment is signed by the party obligated under the amendment.

**Governing Law**

This Contract shall be construed in accordance with the laws of the State of Texas, United States of America and county of Dallas.

**Notice**

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**Assignment**

Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

EXECUTED IN QUADRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we here unto affix our signature this \_\_\_\_\_ day of \_\_\_\_\_, 2014

*For: Dallas County Juvenile Department*

**Recommended By:**

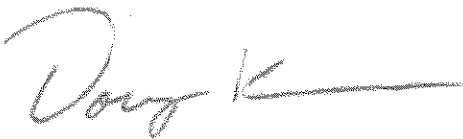
\_\_\_\_\_  
Dr. Terry S. Smith, Director  
Dallas County Juvenile Department

\_\_\_\_\_  
Cheryl Lee-Shannon, Chairman  
Dallas County Juvenile Board

*For: FFT LLC*

\_\_\_\_\_  
Douglas Kopp  
Name

\_\_\_\_\_  
President  
Title



5/25/15

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

By: \_\_\_\_\_

**Denika R. Caruthers, J.D.**  
**Administrative Legal Advisor**  
**Dallas County Juvenile Department**

### EXHIBIT A: Payment Rates and Procedures

For Phase 3 FFT consultation services, Dallas County Juvenile Department shall pay a total \$15,500 in US Dollars to FFT LLC according to the following schedule:

<i>Phase 2 Services from 7/27/15-5/26/16</i>	<i>\$14,500</i>
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<i>Phase 3 Services from 5/27/16-7/26/16</i>	<i>\$1,000</i>
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*This is pro-rated at a rate of \$500 per month*

Initial Payment Due 60 days from start of Contract:	\$11,500
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Quarterly Payments of:	\$1,000
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Additionally, Dallas County Juvenile Department will pay travel expenses for FFT trainers. Travel per diem is set in the United States at \$42/day. FFT LLC will invoice Dallas County Juvenile Department for payment of fees and travel expenses as they accrue.

## **EXHIBIT B: Training Detail**

PHASE 2 of 3: FFT Site Certification includes the following training activities and services:

### **FFT SUPERVISOR TRAINING**

This intensive, hands on, training experience focuses on clinical supervision techniques for FFT on-site clinical supervisors who have met criteria of caseload and completion of Phase 1 FFT training education as part of an FFT certified site. Training consists of 2 separate visits for two days each to training in Florida, New York, Ohio, or Arizona. This contract includes the Second two-day FFT Supervisor Training.

### **FFT SUPERVISOR PHONE CONSULTATION**

Two times per month for one hour each, on-site FFT supervisors receive phone consultation to assist in providing the certified site clinical consultation on cases and on-going focus on the FFT model.

### **ONE-DAY ON-SITE VISIT:**

Depending on geographic location of the site, FFT will come on site to work site supervision issues.

### **ADMINISTRATIVE CONSULTATION**

FFT will provide on an as needed basis consultation in program design and organization in order to maximize service delivery and model fidelity.

### **ACCESS TO CSS SUPERVISOR WEB-BASE / RECERTIFICATION**

The supervisor will be provided logons and passwords to the supervisor portion of the web-based CSS system. Supervisors will be trained at supervisor training in the use of therapist adherence and competence assessments and use of other site reporting forms that are available on the CSS. During the course of Phase 2, the certified sites database will be reviewed for issues of model adherence, outcome, and service delivery trends for purposes of recertification.

Phase 3 of 3: FFT Site Certification includes the following training activities and services:

### **FFT SUPERVISOR PHONE CONSULTATION**

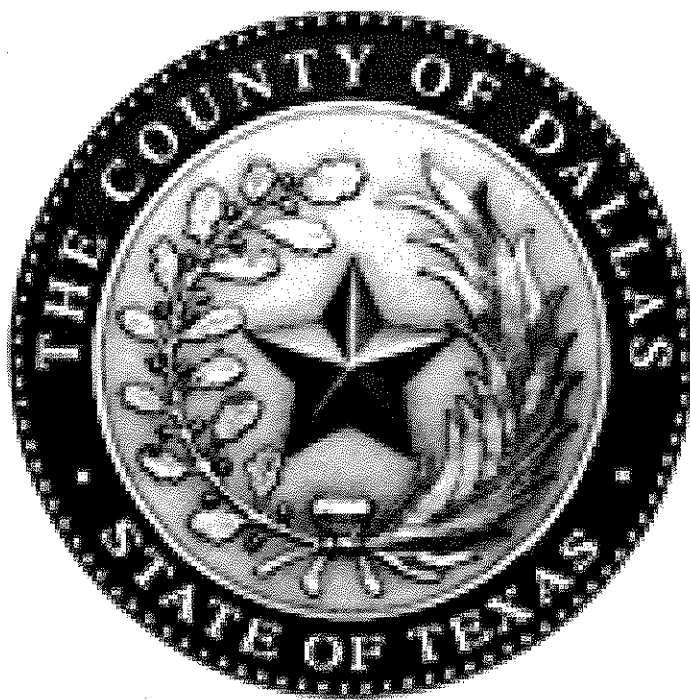
Monthly for one hour, on-site FFT supervisor/team receive phone consultation to assist in providing the certified site clinical consultation on cases and on-going focus on the FFT model.

### **ADMINISTRATIVE CONSULTATION**

FFT will provide on an as needed basis consultation in program design and organization in order to maximize service delivery and model fidelity.

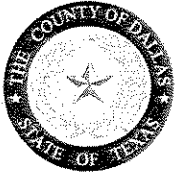
### **ACCESS TO CSS SUPERVISOR WEB-BASE / RECERTIFICATION**

The supervisor will be provided logons and passwords to the supervisor portion of the web-based CSS system. Supervisors will be trained at supervisor training in the use of therapist adherence and competence assessments and use of other site reporting forms that are available on the CSS. During the course of Phase 3, the certified site's database will be reviewed for issues of model adherence, outcome, and service delivery trends for purposes of recertification.



**ACTION ITEM**

**L.**



**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:** June 22, 2015

**To:** Dallas County Juvenile Board

**From:** Dr. Terry S. Smith, Director

**Subject:** Memorandum of Understanding ("MOU") between Dallas County Juvenile Department ("DCJD") and Youth With Faces ("YWF") for the WLDG 1000 Introduction to Welding Class operating at the Youth Village Residential Facility.

**Background of Issue:**

For a number of years, the Youth With Faces (YWF) *formerly the Youth Village Resources of Dallas (YVRD)* has provided vocational programs for Youth Village and Medlock Center residents, aiming to provide residents with skills to increase their employability once discharged from placement. The YWF is proposing a program at Youth Village entitled WLDG 1000 Introduction to Welding Class, in collaboration with El Centro College, Bill J. Priest Campus, which is recognized for their commitment to workforce training and services, small business development and career services. The class will run once a quarter, if possible, and for 30 hours in length. It will run on weekdays, weekends, or when school is out. The dates and times will be determined by YWF and Youth Village staff, with the purpose of introducing 12 young men to welding as a career.

Students will learn how to identify safety procedures associated with oxy-fuel, arc welding and cutting process. Each student who completes and passes the class will be eligible to use these hours toward the completion of the full Welding Certification Program at the Bill J. Priest Campus of El Centro College. A welding-certified, continuing education instructor from El Centro College, Bill J. Priest Campus will lead the class, and the BJP campus will provide the welding simulators housed at the Youth Village campus for use by the students.

The purpose of this brief is to request authorization to execute the attached Memorandum of Understanding (MOU) between Dallas County Juvenile Department and Youth With Faces for WLDG 1000 Introduction to Welding Class operating at Youth Village.

**Impact on Operations and Maintenance:**

The services provided by YWF will occur in the multi-purpose room located on the Youth Village campus. 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.

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



**Legal Information:**

The Memorandum of Understanding has been approved as to form by Ms. Denika Caruthers, Administrative Legal Advisor, and is attached. The Memorandum of Understanding requires the signature of Judge Cheryl Lee Shannon, Chairman of the Juvenile Board.

**Financial Impact/Considerations:**

There is no financial impact; the Youth With Faces secures the instructor and supplies.

**Performance Impact Measures:**

To increase the education of welding to the youth that participates in the program.

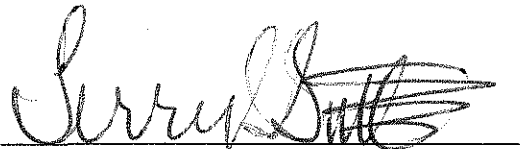
**Project Schedule/Implementation:**

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 With Faces for WLDG 1000 Introduction to Welding Class operating at Youth Village. 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

## JUVENILE BOARD ORDER

ORDER NO: 2015-xxx

DATE: June 22, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of June 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** for a number of years, the Youth With Faces formerly *the Youth Village Resources of Dallas (YVRD)* has provided vocational programs for Youth Village and Medlock Center residents, aiming to provide residents with skills to increase their employability once discharged from placement; and
- WHEREAS,** the YWF is proposing a program entitled WLDG 1000 Introduction to Welding Class, in collaboration with El Centro College, Bill J. Priest Campus, which is recognized for their commitment to workforce training and services, small business development and career services; and
- WHEREAS,** the class will run once a quarter, for 30 hours, on weekdays at dates and times determined by YWF and Youth Village Staff, with the purpose of introducing 12 young men to welding as a career; and
- WHEREAS,** each student will learn how to identify safety procedures associated with oxy-fuel, arc welding and cutting process; and
- WHEREAS,** each student that completes and passes the class will be eligible to use these hours toward the completion of the full Welding Certification Program at the Bill J. Priest Campus of El Centro College; and
- WHEREAS,** a welding-certified, continuing education instructor from El Centro College, Bill J. Priest Campus will lead the class, and the BJP campus will provide the welding simulators for use by the students on the Youth Village campus; and
- WHEREAS,** the Memorandum of Understanding has been approved as to form by Denika Caruthers, Administrative Legal Advisor, Civil Section; and

**WHEREAS,** the Memorandum of Understanding requires the signature of a representative of the Dallas County Juvenile Department.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve the Memorandum of Understanding between Dallas County Juvenile Department and Youth With Faces to offer WLDG 1000 Introduction to Welding Class at the Youth Village.

**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 22nd day of June, 2015.

The forgoing Juvenile Board Order was lawfully moved by \_\_\_\_\_, and seconded by Judge \_\_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_\_\_\_\_ for the motion and \_\_\_\_\_ opposed.

Recommended by:

Approved by:

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

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



**Memorandum of Understanding ("MOU") between Dallas County Juvenile Department ("DCJD") and Youth With Faces ("YWF") for the WLDG 1000 Introduction to Welding Class operating at the Youth Village Residential Facility.**

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

1. YWF agrees to deliver the following Welding program and components:

**WLDG 1000 Introduction to Welding Class**

Frequency: Program will run once a quarter, if possible, and will be 30 hours in length. It will run on weekdays at dates and times determined by YWF and Youth Village staff.

Component Objective: Introduce 12 young men to welding as a career. Each student will learn how to identify safety procedures associated with oxy-fuel, arc welding and cutting processes. Students will learn how to demonstrate basic welding techniques. By the end of this course students will be able to perform basic welds using a simulator-welding machine. Each student that passes and completes this class will be eligible to use these hours towards the completion of the full Welding Certification Program at the Bill Priest Campus of El Centro College.

Component Activities/Topics: YWF partners with El Centro College, Bill Priest Campus to teach the WLDG 1000 Introduction to Welding Class. Each student will be evaluated by the instructor's observation of the student in the classroom and performance on welding simulators. All welds and techniques in the fundamental levels of the curriculum are subject to visual inspection. By the end of the class the student will be able to:

- A. Identify safety procedures associated with oxy-fuel;
- B. Identify arc welding and cutting processes; and
- C. Demonstrate basic welding techniques.

Required Instructor: Welding certified El Centro College, Bill Priest Campus continuing education instructor.

2. YWF understands that under no circumstances should individuals working on behalf of YWF, under this Welding 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 or families involved in the program and service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the DCJD.
3. YWF understands that individuals involved in this Introduction to Welding Class on behalf of YWF must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
4. YWF 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.



5. 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. Texas law shall govern this MOU and exclusive venue shall lie in Dallas County Texas. All statutes and law stated herein shall be updated as amended.
6. 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.
7. YWF, to the fullest extent allowed by law, agrees to indemnify and hold harmless DALLASCOUNTY, 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 YWF 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.
8. YWF understands that individuals working on behalf of YWF under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers) must be trained on Prison Rape Elimination Act.
9. YWF understands that individuals working on behalf of the YWF 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.
10. It is the responsibility of YWF 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 Introduction to Welding Class. There is also an additional umbrella policy of \$2,000,000 for events related to the covered activity but not outlined in the policy.
11. DCJD Youth Village staff agree to be responsible for obtaining all necessary waivers/parental consents to enroll each young man in the Introduction to Welding Class.



12. DCJD and the Youth Village staff agree to be responsible for providing all security/supervision staff for the young men while they are participating in the Introduction to Welding Class. Ratio of 1 staff to 12 young men is the standard.

13. The Introduction to Welding Class equipment (Welding Simulators) will be stored on the Youth village campus in a secure location, the multipurpose classroom. YWF and their instructors must have access to this location. Upon demand all such equipment and programs shall be returned to YWF, and that neither DCJD nor Youth Village nor their respective affiliates, agents, staff, etc. will retain copies or duplicate programs without YWF prior written consent which may be granted or withheld in the exercise of YWF sole and absolute discretion.

14. The Dallas County Youth Village staff will choose 12 young men that have completed the welding program orientation and have a strong interest in Welding as a career.

15. The Dallas County Juvenile Department and Youth Village agree to provide safe, secure and suitable locations to run the program as scheduled in this MOU.

It is the understanding of the Dallas County Juvenile Department and Youth With Faces that this MOU will be in effect for 12 months, beginning the date of execution. This MOU will be evaluated annually with the option to renew for an additional period of time.

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.

Accepted and Agreed to:

**DALLAS COUNTY JUVENILE BOARD:**

BY: \_\_\_\_\_

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

**CONTRACTOR'S NAME:**

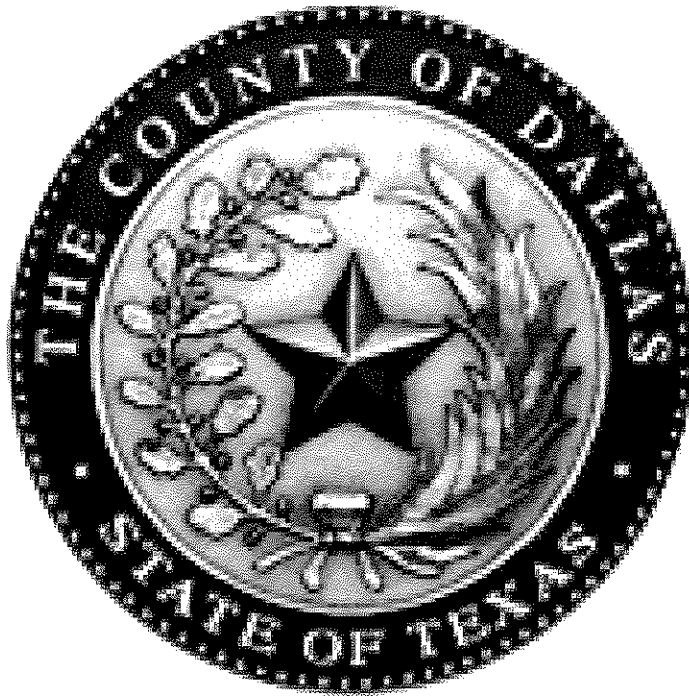
BY: *Jerry D Silhan*

Jerry Silhan, Program Director  
Youth With Faces

**RECOMMENDED:**

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

BY: \_\_\_\_\_  
Denika Caruthers  
Administrative Legal Advisor  
Dallas County Juvenile Department



**ACTION ITEM**

**M.**



**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:** June 22, 2015  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Juvenile Detention Alternatives Initiative (JDAI) Coordinator Professional Services Contract Renewal

**Background of Issue:**

In May of 2006, the Juvenile Board approved participation in the Juvenile Detention Alternatives Initiative (JDAI) sponsored by the Annie E. Casey Foundation (AECF).

The designation as a JDAI replication site initially included a three-year grant award payable in increments of \$100,000 for each year of implementation. June 30, 2009, was scheduled to be the last day of the initial grant. July 1, 2015, will be the beginning of the tenth year of the JDAI project in Dallas County. The Annie E. Casey Foundation determines the tenth year funding for maintenance of the implemented initiatives. Local sites such as Dallas County will receive a smaller award than state sites for maintenance.

Thus, the purpose of this briefing is to seek approval for continued participation in the JDAI project sponsored by the AECF, and the approval of a professional services contract renewal with Dr. Jaya Davis for coordination of the JDAI project.

**Impact on Operations and Maintenance:**

The JDAI Coordinator, Dr. Jaya Davis, will continue to assist in compiling qualitative and quantitative data required for the completion of the JDAI project. The Juvenile Department continues to make progress in validating the Risk Assessment Instrument (RAI), which assists in objective decision-making with regard to risk thereby increasing the likelihood that decisions about detaining youth in secure detention will be made based upon risk as opposed to treatment, racial determinates or mental health needs. Additionally, the Department's JDAI committees (Leadership, Ownership and Authority; Collecting and Analyzing Data; Alternatives to Detention; Objective Admissions Policies and Practices; Case Processing Analysis and Changes; Reductions in Special Detention Populations; Reductions in Racial/Ethnic Disparities and Disproportionate Minority Confinement; Conditions of Confinement; and Gender Specific Groups) which include community stakeholders, juvenile judges, attorneys, and juvenile department staff will continue to work in accordance to the development plan for year ten.

**Strategic Plan Compliance:**

This request conforms to the Dallas County Strategic Plan – Vision 3 *Dallas County is safe, secure, and prepared by synchronizing data collection systems and processes across local government entities and departments.* In addition, the current proposal adheres to Vision 3 by convening local criminal justice partners to identify and expand detention and

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



sentencing alternatives with regard to the professional services contract with Dr. Jaya Davis as the JDAI Coordinator.

**Legal Impact:**

The professional services contract with Dr. Jaya Davis has been sent to the Department's Administrative Legal Advisor for review and approval. Ms. Denika Caruthers has approved this contract as to form.


**Financial Impact/Considerations:**

The Juvenile Department has received JDAI funding in the amount of \$15,000 a year following the initial award for the first three years of our participation. The Year 10 monetary award is expected to be \$15,000 as well, based on conversations with the Annie E. Casey Foundation. The current professional services contract budget totals \$12,000 for the JDAI consultant. This stipend will come from the funds that are available from the Annie E. Casey Foundation grant. This financial information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's continued participation in the JDAI project sponsored by the AECF. It is also recommended that the Juvenile Board approve the professional service contract renewal with Dr. Jaya Davis as coordinator of the JDAI project.

**Recommended by:**

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

## JUVENILE BOARD ORDER

ORDER NO: 2015-xxx  
DATE: June 22, 2015  
STATE OF TEXAS §  
COUNTY OF DALLAS §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22<sup>nd</sup> day of June, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

**WHEREAS,** the Juvenile Board in May 2006, approved participation in the Juvenile Detention Alternatives Initiative (JDAI) sponsored by the Annie E. Casey Foundation (AECF); and

**WHEREAS,** the designation as a JDAI replication site initially included a three-year grant award payable in increments of \$100,000 for each year of implementation, and the department has since received \$15,000 for each subsequent year; and

**WHEREAS,** the Dallas County Juvenile Department is seeking approval of a professional services contract renewal with Dr. Jaya Davis for coordination of the JDAI project; and

**WHEREAS,** the current professional services contract budget totals \$12,000 for the consultant and all funds are available from the Annie E. Casey Foundation grant; and

**WHEREAS,** the JDAI Coordinator will continue to assist in compiling qualitative and quantitative data required for the completion of the JDAI project; and

**WHEREAS,** this request conforms to the Dallas County Strategic Plan – Vision 3 Dallas County 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 Juvenile Board approve the Juvenile Department's continued participation in the JDAI project sponsored by the AECF. It is also recommended that the Juvenile Board approve the renewal of the professional service contract with Dr. Jaya Davis for coordination of the JDAI project.

**DONE IN OPEN BOARD MEETING** this 22<sup>nd</sup> day of June, 2015.

The forgoing Juvenile Board Order was lawfully moved by \_\_\_\_\_ and seconded by \_\_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_\_\_ for the motion and \_\_\_ opposed.

Recommended by:

Approved by:

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

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board

## **PERSONAL SERVICES CONTRACT**

TO VALIDATE, IMPLEMENT, AND EVALUATE THE RISK ASSESSMENT INSTRUMENT UTILIZED IN  
THE JUVENILE DETENTION ALTERNATIVE INITIATIVE PROJECT

**BETWEEN  
DR. JAYA DAVIS PHD  
AND  
DALLAS COUNTY JUVENILE BOARD  
ON BEHALF OF  
DALLAS COUNTY JUVENILE DEPARTMENT**

### **1. PURPOSE**

This Contract is entered into by Dr. Jaya Davis ("Consultant") and Dallas County Juvenile Board ("DCJB") on behalf of the Dallas County Juvenile Department ("DCJD") to validate, implement, and evaluate the Risk Assessment Instrument (RAI).

### **2. TERM**

The term of this Contract shall be effective from July 1, 2015 through June 30, 2016 unless terminated earlier under any provision thereof.

### **3. 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.

### **4. 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.

### **5. 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.

### **6. 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. Consultant has a duty to mitigate damages.

### **7. 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.

**8. BINDING CONTRACT / PARTIES BOUND**

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

**9. HEADINGS**

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

**10. 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.

**11. 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.

**12. SCOPE OF WORK**

The contractor agrees to provide services in accordance with Attachment A, and as outlined and described in the Juvenile Detention Alternative Initiative Implementation Plan, both of which are incorporated by reference into this contract.

**13. 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 Board.

**14. TERMS AND CONDITIONS OF PAYMENT**

County agrees to compensate JDAI Consultant 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 Twelve Thousand dollars and no 00/100 (\$12,000.00). Consultant will be paid on a monthly basis at a rate of One Thousand dollars and no 00/100 (\$1,000).
- B. County will only be obligated to pay those funds as specified and expended in accordance with the Contract (as set forth in part A above).
- C. County will make payment to Consultant upon receipt of a verified and proper billing in accordance with Texas Government Code, Chapter 2251.
- D. Consultant agrees to submit complete, fully documented and accurate billings, which will include dates of service.
- E. Payment is explicitly contingent on receipt of funds pursuant to an agreement between County and Annie E. Casey Foundation.
- F. Any dispute between the parties regarding County's payments to Consultant for services rendered under this Contract will be resolved by the County Auditor. In the event that the Consultant is dissatisfied with the decision of the County Auditor, such controversy shall be submitted to the County Commissioner Court, whose decision shall be final.

**15. REPORTING AND ACCOUNTABILITY**

- A. **REPORTING:** Consultant agrees to submit all required documentation on a timely basis. Billings for services provided are due at the DCJD no later than the last weekday of the month following the month in which services were provided. 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:** Consultant 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 Consultant 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. Consultant'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 Consultant'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 this Contract.

These documents shall be maintained and retained by the Consultant for a minimum of five (5) years after the termination of the Contract period. If any litigation, claim, or audit involving these records begins before the retention period expires, the Consultant shall retain the records and documents for not less than five (5) years or until all litigation, claims, or audit findings are resolved, whichever is later.

C. **INDEMNITY AND BONDING:**

Consultant assures that it is an independent contractor and not an agent, servant, or employee of County. **Consultant 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 Consultant or any agent, servant, employee or subcontractor of the Consultant in the execution or performance of this Contract. Consultant 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 Consultant, 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 Consultant's work by the County shall not constitute nor be deemed a release of the responsibility and liability of the Consultant, its employees, subcontractors, agents and Consultants 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 Consultant, its employees, subcontractors, agents or Consultants. In this regard, the Consultant shall defend, hold harmless and indemnify the County for damages resulting from such defects, errors or omissions.**

**16. SUBCONTRACTING**

Consultant may not enter into agreements with any subcontractors unless Consultant has received prior written approval from County. Any subcontracts entered into by Consultant shall be in writing and contain the same terms and conditions as set forth in this Contract. Consultant agrees that it will be responsible to County for the performance or lack of performance of any subcontractor.

**17. REALLOCATION OF FUNDS**

Consultant 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 Consultant.

Consultant 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 Consultant to perform its obligations under this contract. Any such notice shall include a statement of actions taken or contemplated to be taken by the Consultant to resolve such problems, delays, or adverse conditions.

**18. CONTINGENCIES**

Notwithstanding anything to the contrary herein, any payment under this Contract shall be expressly contingent upon the receipt of funds from Annie E. Casey Foundation. In the event insufficient funding or the complete lack of funding by Annie E. Casey Foundation, Consultant shall have no right of action against County.

**19. ASSURANCES**

- A. Consultant 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. Consultant assures it will not transfer or assign its interest in this Contract without written consent of County.
- D. Consultant, 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. Consultant 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. Consultant 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. Consultant 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. Consultant 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, Consultant 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 non-governmental sources.
- H. Failure to comply with any of the signed assurances may jeopardize the continuation of this Contract and may result in the disallowance of funds and the withholding of future awards.
- I. The person(s) signing and executing this Contract on behalf of Consultant, or representing themselves as signing and executing this Contract on behalf of Consultant do hereby warrant and guarantee that he, she or they have been duly authorized by Consultant to execute this Contract on behalf of Consultant and to validly and legally bind Consultant to all terms, performances and provisions herein set forth.
- J. Consultant 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 any labor or services.
- K. Consultant 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. Consultant agrees to adhere to confidentiality requirements and further agrees that Consultant will not engage in activities that advocate or promote the violation of state or federal laws.
- M. Under Section 231.006, Texas Family Code, Consultant certifies to County that Consultant is not delinquent in any child support obligations and therefore eligible to receive payment under the terms of this Contract. Consultant hereby acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

## **20. PUBLICATION RIGHTS**

The Consultant 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.

## **21. TERMINATION**

County may, upon thirty (30) calendar day's written notice to the Consultant, terminate all or any part of this Contract in any one of the following circumstances:

- A. If the Consultant fails to comply with County's reporting requirements, the objectives, the terms, conditions, or standards of this Contract, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Contract.
- B. If the Consultant fails to perform the work and services required by this Contract within the time specified herein or any extension thereof.
- C. If funds allocated by Annie E. Casey Foundation become reduced, depleted, or unavailable during the Contract term.

County may immediately terminate or suspend this Contract to protect the health and safety of clients.

Termination of the Contract will be effectuated by delivering to the Consultant a written notice of termination specifying to what extent performance of work under the Contract has been terminated and the effective date of termination. After receipt of said termination notice, the Consultant shall stop work under the Contract on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, the Consultant will not incur new obligations and will cancel any outstanding obligations. To the extent state funds are available and reimbursement is permitted, County will reimburse the Consultant for non-canceling obligations which were incurred prior to the termination date. Upon termination of this Contract as herein above provided, any and all unspent funds which were paid by County to the Consultant under this Contract shall be returned to County.

## **22. 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 Consultant will stop all work and cease to incur costs during the term of the suspension.
- B. The Consultant 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 Consultant is delayed by the County due to a suspension of work, or otherwise, the Consultant's sole and exclusive remedy for delay shall be the right to a time extension for completion of the Contract and not damages.

## **23. ACCEPTANCES**

By their signatures below, the duly authorized representatives of County and Consultant accept the terms of this Contract in full.

## **24. 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.



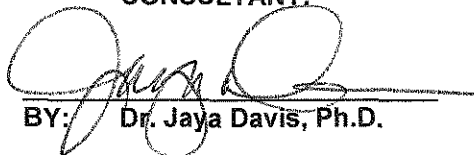
By their signatures below, the duly authorized representatives of County and Consultant accept the terms of this Contract in full.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2015


**DALLAS COUNTY JUVENILE BOARD:**


BY: \_\_\_\_\_  
Judge Cheryl L. Shannon  
Chairman, Dallas County Juvenile Board

**CONSULTANT:**

  
BY: Dr. Jaya Davis, Ph.D.

**RECOMMENDED:**

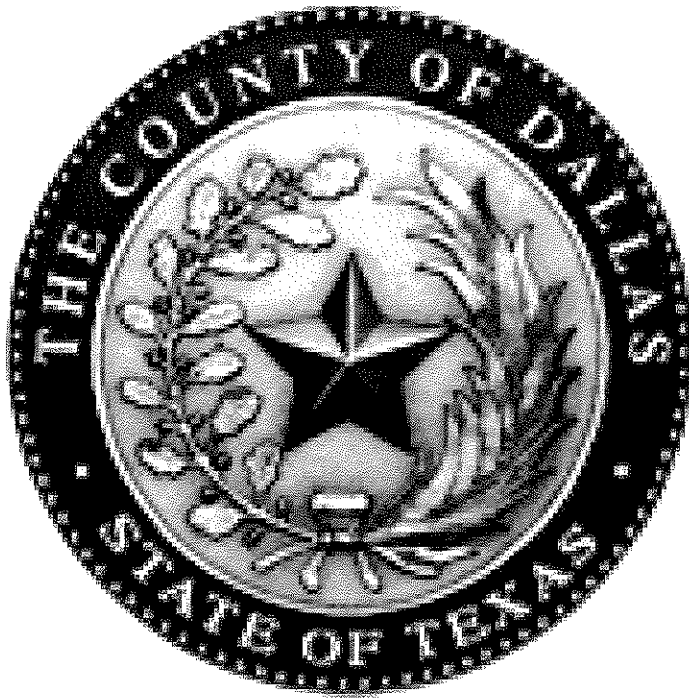
  
BY: Terry S. Smith, Ph.D.,  
Director, Dallas County Juvenile Department

  
BY: Denika R. Caruthers, J.D.  
Administrative Legal Advisor  
Dallas County Juvenile Department

**ATTACHMENT A**

**OF THE**  
**PERSONAL SERVICES CONTRACT**  
**WITH**  
**Dr. Jaya Davis**

<b>Deliverable Task and Written Documentation</b>
<p>Task No. 1:</p> <p>Serve as the JDAI Project Coordinator and primary liaison with the Annie E. Casey Foundation.</p> <p>Written Documentation: Quarterly Status Report</p>
<p>Task No. 2:</p> <p>Plan and facilitate stakeholders meetings and coordinate activities of smaller working groups.</p> <p>Written Documentation: Quarterly Status Report</p>
<p>Task No. 3:</p> <p>Identify appropriate training, technical assistance and site visits.</p> <p>Written Documentation: Quarterly Status Report</p>
<p>Task No. 4:</p> <p>Develop and maintain a mechanism for keeping all stakeholders informed of the projects progress on a regular basis.</p> <p>Written Documentation: Quarterly Status Report</p>
<p>Task No. 5:</p> <p>Prepare written reports as required by the Annie Casey Foundation or as requested by the Juvenile Board.</p> <p>Written Documentation: Quarterly Status Report</p>
<p>Task No. 6:</p> <p>Other duties as recommended by the Annie E. Casey Foundation JDAI project staff and/or the Juvenile Board.</p> <p>Written Documentation: Quarterly Status Report</p>
<p>Task No. 7:</p> <p>Prepare end of year report for Annie E. Casey Foundation – Dallas County JDAI contract year.</p> <p>Written documentation: Final Report</p>
<p>Task No. 8:</p> <p>Prepare a comprehensive end of project report publishing an overview of the project that includes outcome measures of the five year Dallas County Juvenile Department Annie E. Casey Foundation JDAI Initiative report.</p> <p>Written documentation: Final Published Report</p>



**ACTION ITEM**

**N.**



**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:** June 22, 2015  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Memorandum of Understanding between Dallas County Juvenile Department and Youth With Faces for the Dorm "Hour of Empowerment" program at the Youth Village

**Background of Issue:**

For a number of years, the Youth With Faces (YWF), formerly the Youth Village Resources of Dallas (YVRD) has provided vocational programs for Youth Village and Medlock Center residents, aiming to provide residents with skills to increase their employability once discharged from placement. YWF is proposing presenting the "Hour of Empowerment" program at Youth Village starting this summer.

The program will provide instructions on how to deal with real life scenarios in multiple environments and the work force. The program will focus on helping the youth succeed in controlling their temperament, developing goal cards to help them stay focused on reaching their potential, finding work or other meaningful activities, building character and credibility through community service, and developing a plan to deal with negative peer pressure once they leave the Youth Village. The program will take place on an ongoing basis once or twice per week on Saturday and/or Sunday afternoon at 3pm or later. Each session will last no more than an hour and half.

Among others, the program will discuss these topics: How to deal with Negative Peer Pressure, Benefits of Public Speaking Skills & How to Enhance Current Skills, Importance of Forgiving Others and Self-Forgiveness, How to Overcome Educational Challenges, Importance of Respecting Authority, Benefits of Responding to Conflict instead of Reacting, and Insights to College Experience & Collegiate Academics.

The purpose of this brief is to request authorization to execute the attached Memorandum of Understanding (MOU) between Dallas County Juvenile Department and Youth With Faces for the "Hour of Empowerment" program at Youth Village.

**Impact on Operations and Maintenance:**

The program will occur in the dorms on the Youth Village campus. Staff will supervise residents during the program.

**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.

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*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

**Legal Information:**

The Memorandum of Understanding has been approved as to form by Denika Caruthers, Administrative Legal Advisor, and is attached. The Memorandum of Understanding requires the signature of Judge Cheryl Lee Shannon, Chairman of the Juvenile Board.

**Financial Impact/Considerations:**

There is no financial impact; the Youth With Faces secures the facilitator and supplies.

**Performance Impact Measures:**

To increase possibility of success upon discharge from the Youth Village by helping the residents to control their temperament, find work or other meaningful activities, build character and credibility through community service, and develop a plan to deal with negative peer pressure after discharge.

**Project Schedule/Implementation:**

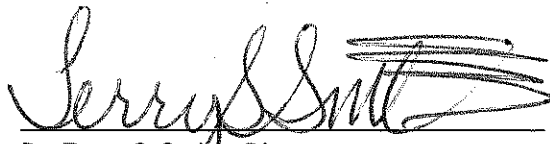
The program will be implemented upon completion of needed signatures.

The MOU will be in effect for 12 months, beginning the date of execution, and will be evaluated annually with the option to renew for an additional period of time.

**Recommendation:**

It is recommended that the Juvenile Board approve the Memorandum of Understanding between Dallas County Juvenile Department and Youth With Faces for YWF to present the Dorm "Hour of Empowerment" program at Youth Village. 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

## JUVENILE BOARD ORDER

ORDER NO: 2015-xxx

DATE: June 22, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of June 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

**WHEREAS,** for a number of years, the Youth With Faces, formerly the Youth Village Resources of Dallas (YVRD), has provided vocational programs for Youth Village and Medlock Center residents, aiming to provide them with skills to increase their employability once discharged from placement; and

**WHEREAS,** the YWF is proposing a program named the Dorm "Hour of Empowerment" at the Youth Village; and

**WHEREAS,** the program will provide instructions on how to deal with real life scenarios in multiple environments and the work force; and

**WHEREAS,** the program will focus on helping the youth succeed in controlling their temperament, finding work or other meaningful activities, building character and credibility through community service, and developing a plan to deal with negative peer pressure once discharged; and

**WHEREAS,** the meetings will run once or twice a week on weekends, for up to an hour and a half each time; and

**WHEREAS,** the program will be implemented upon completion of needed signatures, and the MOU will be in effect for 12 months, beginning the date of execution, and will be evaluated annually with the option to renew for an additional period of time; and

**WHEREAS,** the 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,**      there is no financial impact, as the Youth With Faces secures the facilitator and supplies; and

**WHEREAS,**      the Memorandum of Understanding has been approved as to form by Denika Caruthers, Administrative Legal Advisor; and

**WHEREAS,**      the Memorandum of Understanding requires the signature of Judge Cheryl Lee Shannon, Chairman of the Juvenile Board.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve the Memorandum of Understanding between Dallas County Juvenile Department and Youth With Faces to offer the Dorm "Hour of Empowerment" program at the Youth Village.

**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 22nd day of June, 2015.

The foregoing Juvenile Board Order was lawfully moved by \_\_\_\_\_, and seconded by Judge \_\_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_\_\_\_\_ for the motion and \_\_\_\_\_ opposed.

Recommended by:

Approved by:

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

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



**Memorandum of Understanding (MOU) between Dallas County Juvenile Department and Youth With Faces (YWF) for the Dorm "Hour of Empowerment" weekend talk program at the Youth Village.**

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

1. Youth With Faces agrees to deliver the following dorm talk weekend program and the components:

**Hour of Empowerment Program:**

Frequency: Ongoing, once or twice per week on a Saturday and/or Sunday afternoon at 3pm or later. The Dorm Talks will last no more than an hour and a half.

Component Objective: The program will provide instructions on how to deal with real life scenarios in multiple environments and the work force. The program will focus on helping the youth succeed in controlling their temperament, developing goal cards to help them stay focused on reaching their potential, finding work or other meaningful activities, building character and credibility through community service, developing a plan to deal with negative peer pressure once they are no longer at Youth Village.

Component Activities/Topics:

How to deal with Negative Peer Pressure  
 Developing Leadership Skills  
 Benefits of Public Speaking Skills & How to Enhance Current Skills  
 Importance of Forgiving Others and Self-Forgiveness  
 How to Overcome Educational Challenges How to Develop a Success Plan  
 Importance of Respecting Authority  
 Benefits of Responding to Conflict instead of Reacting  
 Insights to College Experience & Collegiate Athletics

Required Instructors: The talk will be led by Gene Mosley a former High-Potential Youth (also known as At-Risk Youth).

2. YWF understands that under no circumstances should individuals working on behalf of YWF, under this Hour of Empowerment 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. YWF understands that individuals involved in this Hour of Empowerment Program on behalf of YWF must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
4. YWF 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.
5. 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. Texas law shall govern this MOU and exclusive venue shall lie in Dallas County, Texas. All statutes and law stated herein shall be updated as amended.
6. 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.
7. YWF, 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 YWF 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.
8. YWF understands that individuals working on behalf of YWF, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers) must be trained on Prison Rape Elimination Act.
9. YWF understands that individuals working on behalf of the YWF, 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.

10. It is the responsibility of YWF 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 Hour of Empowerment 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.

11. DCJD Youth Village staff agree to be responsible for obtaining all necessary waivers/parental consents to enroll each young man in the Hour of Empowerment program.

12. DCJD and the Youth Village staff agree to be responsible for providing all security/supervision staff for the young men while they are participating in the Hour of Empowerment program. Ratio of 1 staff to 12 young men is the standard.

13. The Dallas County Juvenile Department and Youth Village 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 With Faces that this MOU will be in effect for 12 months, beginning the date of execution. This MOU will be evaluated annually with the option to renew for an additional period of time.

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.

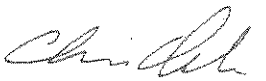


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

DALLAS COUNTY JUVENILE BOARD:

CONTRACTOR'S NAME:

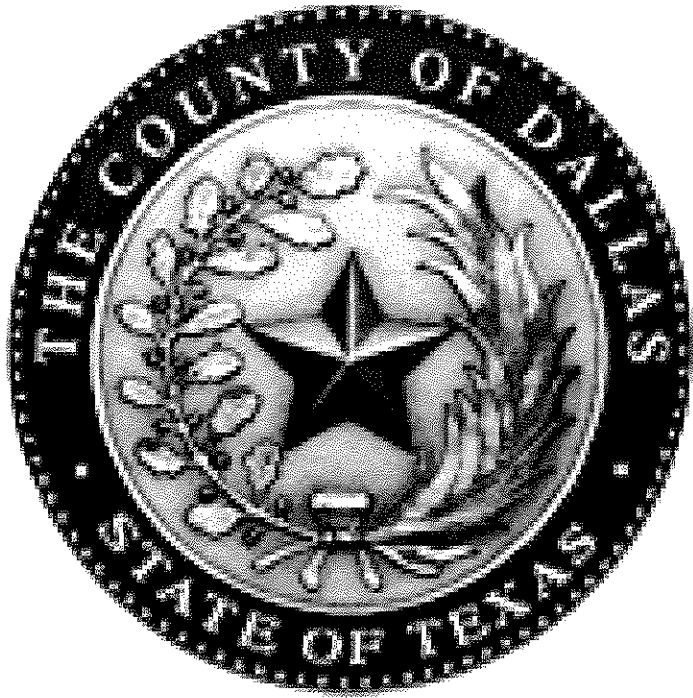
BY: \_\_\_\_\_  
Judge Cheryl L. Shannon  
Chairman of the Dallas County Juvenile Board

BY:   
Chris Quadri, Chief Executive Officer  
Youth With Faces

RECOMMENDED:

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

BY: \_\_\_\_\_  
Denika Caruthers  
Administrative Legal Advisor  
Dallas County Juvenile Department



# DISCUSSION ITEM O.

**ACADEMY FOR ACADEMIC EXCELLENCE**  
**CHARTER REPORT**  
**May 2015**

**Dr. Jerome McNeil Detention Center / AAE Campus (001):**

**QUOTE OF THE MONTH**

"Love is the only force capable of transforming an enemy into a friend."..... Dr. Martin Luther King Jr.

**INSTRUCTION AT A GLANCE**

Total Enrollment -	231
JDC	133
RDT	26
START	32
HILL	40
SPED	33

The Academy for Academic Excellence 001 was under new leadership to finish the 2014-2015 school year. Everyone worked hard to end the year on a positive note. Some adjustments were made to the schedule to accommodate the loss of teachers and administrators. The entire staff was committed to providing a quality education to all students.

**State Assessment**

Teachers and staff on the 001 campus worked hard to ensure all students were prepared for the state assessments.

**Report Cards**

The 6<sup>th</sup> Six weeks ended on June 5, 2015. Report cards will be mailed to parents and all students will receive a copy of their report cards.

**English/Language Arts Department**

The theme for the month was Poetry and students spent time creating and writing poetry. The English/Language Arts Department spent the month reviewing previous TEKS to prepare for final exams and STAAR retake. During this review process, the fundamentals of basic writing and reading skills were emphasized.

One student has started his application for FASFA, so he can go to college. He successfully completed his GED and is just a few credits short of graduating from high school and he is trying to do his best to graduate from high school.

**Math Department**

The Math Department at the 001 campus had an eventful month. We began with the students doing a project with various size balls. They were to use a CBR (calculator based ranger) to measure the path of a ball dropped at a certain height. By using a CBR along with the TI 84 graphing calculator they were able to do this project. The CBR is like a motion detector we see at homes and businesses. They first predicted how the graph would look if they were to drop a ball from a certain height, and afterwards actually did the experiment. To their surprise the actual graph was quite different from their predictions. The next objective for our students was to learn about exponential growth and decay. They got to see how to manipulate numbers exponentially which was quite tedious. If they were to make an error during any point in their problem it caused them to experience errors. Lastly, we prepared for the semester exam which is one-fourth of their overall grade. The students were allowed to do many practice problems to get them ready for the exam. Overall, we had rigor and fun together.

**Social Studies Department**

Social Studies students studied European History and spent the month reviewing previous TEKS to prepare for final exams and STAAR retake.

**ESL Department**

The ESL department is in the process of closing down our files for the end of school. We will have our last LPAC meeting next week. All students have been administered the Woodcock Munoz Language Survey to register their English for the closing of school to see if they have advanced their English for this year. Ms. Salvatierra has helped out the Special Ed. department with translating Spanish into English.

**Special Services Department**

The Special Services team worked together to better serve the students. The Special Services team is currently servicing 83 students.

**Upcoming Events**

Statement Assessment Testing, Grades 5 & 8, June 23, 2015

Spring Semester Exams – Week of May 25-June 1, 2015

Summer School – June-July 2015

**Day Reporting Center – Campus (002):****QUOTE OF THE MONTH**

*"Education is a gift that none can take away".*

*American Proverb*

**INSTRUCTION AT A GLANCE**

Total Enrollment	93
Traditional Students	84
GED - Total Students	9
SPED - Total Students	13
Section 504 – Total Students	0
ESL – Total Students	7

As the school year closed, the Day Reporting Center (DRC) proudly acknowledges significant gains in attendance during the STAAR/EOC testing period. In addition, the enrollment numbers significantly spiked toward the later part of the last six weeks due to increased referrals from the field probation division. Anticipating potential challenges with attendance due to the rationale for the increased referrals, the staff enhanced their efforts to increase attendance, averaging roughly 50 to 60 students a day. We are especially thankful of the extra efforts of our teachers and clerical staff who worked with students and parents to help emphasize the importance of their children attending school. Our attendance management and incentive program proved to be successful; however, we are looking at ways to enhance the program to create more gains in attendance.

**High School Equivalency Program (HSEP) - (GED Program)**

Students have been scheduled to take individual sections of the GED Exam and have been testing throughout the month of May. A few students are scheduled for the first week of June and others will be scheduled throughout the summer. The rationale for scheduling students for individual sections of the test verses the entire test at once is consistent with the new testing model that the program is using in order to fully prepare each student to be successful. This allows students to truly focus on the problematic content areas and allows the instructor to identify deficiency areas that need increased attention. Generally, students will take one to two section tests at a time over a three to four week total testing cycle until they successfully complete the entire exam. The students are currently utilizing the Kaplan test preparation book to prepare for the test. We are currently exploring avenues to provide

the preparation book to each student. Currently, two students have passes three of the four required test. Two students have successfully completed half of the GED testing requirement. Two students have three additional tests to complete before they have fulfilled all GED testing requirements. The other students in the program are in the process of being scheduled to test or recently enrolled in the program.

**Credit Recovery Program**

The DRC credit recovery program is well underway and DRC staff is steadily finding ways to assist students in their positive transition back into their traditional educational setting. Currently, fifteen students are participating in the program.

**Report Cards**

The 6<sup>th</sup> Six Weeks ended on June 5<sup>th</sup>, exams periods took place the week prior to the close of school to insure a successful student close out. Parent copies will be mailed and students will receive copies prior to departure for the end of the school year. However, some promotion and placement decisions are still pending results on the state assessment.

**Social Studies Department**

In recognition of the 50<sup>th</sup> Anniversary of the Civil Rights March in Selma, Alabama over the Edmund Pettis Bridge, the Social Studies Department conducted a film study of the movie "Selma" during the last week of school. After viewing the Academy Award winning film, students engaged in a facilitated discussion about the strategies used during this time period and compared them to recent events and the social demonstrations that have accompanied and followed fall out over legal or judicial decisions related to those events.

**Career Day**

During the last week of school, the JJAEP and DRC Campuses held a Career Day for the students to learning about different potential career options. The campuses hosted a diverse group of representatives from various career industries. The presenters ranged from professionals within the health care, photography, plumbing, technology, and academic professions. Students were quite receptive to the presentations and asked substantive questions about the different career pathways.

**Community Involvement**

Mr. James Hutchins with New Life Community Church in Frisco, Texas served as a keynote speaker for the DRC and JJAEP campuses during the last week of school. During his motivational message, Mr. Hutchins encourages the students to never give up and to make positive decisions. The session was extremely interactive and students left the session encourage about their possibilities.

**STAAR Preparation**

The DRC teachers used STAAR release Math and Reading as benchmark testing on all of the students in order to determine the students' strengths and weaknesses in preparation for the May and June STAAR administration.

**State Assessment Results**

The 8<sup>th</sup> grade reading and End of Course (EOC) 2<sup>nd</sup> Administration re-test results have been reported to students and parents by their home districts. The 8<sup>th</sup> grade reading test continues to present challenges for our students. During the second administration ten 8<sup>th</sup> grade students were tested in Reading and none passed. Of the twenty-seven students tested for the Algebra I EOC, none were successful during the second administration. In Biology, twenty-one students tested and three passed. Twenty-eight students were administered the English I EOC and none passed the test. Eleven students took the English II EOC and one was successful during the second administration. In United States History, one of the five students tested passed. Interventions have been planned and will target the students'

deficiency areas to prepare them for the June Administration of the STAAR 8<sup>th</sup> Grade Reading and EOC Tests during the summer.

Mr. Aubrey C. Hooper, Principal  
DRC Campus 002

**Medlock/Youth Village Campus – (003):****QUOTE OF THE MONTH**

“Leadership and learning are indispensable to each other.” John F. Kennedy

**INSTRUCTION AT A GLANCE**

Total Enrollment	130
SPED - Total Students	41
Section 504	1
ESL – Total Students	15

**INSTRUCTION AT A GLANCE**

The focus continues to be on preparing our students for upcoming state assessments. Our students have participated in focused and targeted instruction both designed and implemented by the teaching staff. Students received interventions and remediation as prescribed based on several sources of data including test scores, informal assessments and computer software.

The Medlock Youth Village campus welcomed new members to the family. Sheterric Malone has come over from the Letot/SAU campuses to serve as the assistant campus administrator. Tarquecia Barnes has come on as a part-time employee to assist in the computer lab at the Youth Village. She is very eager to learn and has come in with a positive, can-do attitude that has added to the strength of the campus.

During the month of May, the Special Education Department has serviced the designated students on a regular basis. Most of the special education staff's time is spent in the classrooms doing Inclusion with the students-- assisting any student that may need support. The special education teachers worked with the general education teachers to prepare lessons and to help determine how the lessons can be presented to the students. This month the department provided oral assistance for state testing for several students. The department has reviewed student files, and is currently in the process of updating Individual Education Plan goals and objectives.

This year, as a reward for all of their hard work throughout the school year, the Medlock Youth Village staff met as a whole to discuss and create meaningful activities for the young men to participate in during the last week of school. The week of June 1<sup>st</sup> has been designated “Fun Week”. The staff has planned organized and structured activities for the students for each day of the week –Monday is Movie Day, Tuesday is Academic Game Day, Wednesday is the Poetry Slam/Art Contest, Thursday is Field Day and Friday is the Awards Day/Talent Show. All events incorporate instructional/educational activities and are planned for the length of the school day.

The educational staff would like to take this opportunity to thank the facility staff for making this a great school year. We have worked together to ensure that the young men of Medlock and Youth Village have been provided with a meaningful experience that transcends the walls of this campus. We hope that they will take the ideas and ideals of Medlock and Youth Village and apply them to life as a whole. We wish the young men the best in their future endeavors and look forward to shaping and molding the minds of others!



Coming soon....

Fun Week featuring Field Day, Last Day of School, End of Year Celebrations

Sheterric Malone, Administrator

Medlock/Youth Village

Teach, Encourage, Instruct, Mentor, Praise, Influence, Guide..... INSPIRE

#### **SAU (Substance Abuse Unit) Campus (004):**

#### **QUOTE OF THE MONTH**

"Nothing limits achievement like small thinking. Nothing equals possibilities like unleashed thinking".

William Arthur Ward

#### **INSTRUCTION AT A GLANCE**

Total Enrollment	33
SPED	7
ESL	3
Enrollments for the Month	7
Withdrawals for the Month	19

#### **State Assessment Training**

The Month of May began with STARR testing. The Algebra I, Biology, and U.S. History End of Course State Assessment test were administered during the week of May 4-May 8, 2015. A total of 26 students took the End of Course exams and a total of four (4) eight grade students took the retest in Reading. Those SSI students in grade 8 who did not pass the reading test will have the opportunity to retest on June 23, 2015.

#### **About Campus**

In addition, three (3) students made the Honor Roll for the 5<sup>th</sup> six weeks.

#### **English/Language Arts Department**

During the month of May, students in the English/Language Arts classes spent the month revisiting previous TEKS taught throughout the year. Students in high school also reviewed the SAT and ACT test as part of the Career and College Readiness program. The theme for the month was Poetry and students spent time creating and writing poetry. This increased higher order critical thinking while allowing them the freedom to express themselves creatively. Lastly the students prepared for the final exams and the 8th graders prepared for STAAR retakes.

#### **Math Department**

Students at the 004 campus are completing grade level math using Odysseyware. The computer assisted software program allows students to work on grade level in the subject needed. As a project for May, the Math students created Mother's Day Card for their mothers and grandmothers

#### **Social Studies Department**

Social Studies students studied European History and the effects of European culture on America. They also studied Medieval Europe and Feudalism. Specifically the students examined The Crusades and its effects on today's world. The students also gained an understanding of how technology has evolved and progressed since the use of medieval weapons. Student projected included recreating siege weapons and competing in a series of competitions. This gave students the opportunity to problem solve, conduct research, and work in team.

During the Month of May the Special Services department serviced a total of eight students. One student entered and four exited during the month. As of May 29th, there are currently four students who receive special services. There were no ARDs held during the month of May.

**Upcoming Events**

Statement Assessment Testing, Grades 5 & 8, June 23, 2015

Spring Semester Exams – Week of May 25-June 1, 2015

Summer School – June-July 2015

End of the Month Picnic – June 4, 2015

Mary Miller, Interim Campus Administrator  
Campus 004

**LETOT Campus (005):**

**QUOTE OF THE MONTH**

“Leadership and learning are indispensable to each other.” John F. Kennedy

**INSTRUCTION AT A GLANCE**

Total Enrollment -	27
SPED - Total Students	3
Section 504	1
ESL – Total Students	0

**INSTRUCTION AT A GLANCE**

The focus continues to be on preparing our students for upcoming state assessments. Our students have participated in focused and targeted instruction both designed and implemented by the teaching staff. Students received interventions and remediation as prescribed based on several sources of data including test scores, informal assessments and computer software.

The science teacher organized fun science activities. The first activity entitled, “I’m Depending on You” is a two week project that actually examines the determining role and effects of biotic factors within ecological systems. The students participated in four hands-on activities that modeled both the concepts and real-life practices of interdependence in ecological systems. The first activity introduced the student to the terminology used in energy pyramids. In the second activity, students generated an energy pyramid with specific organisms. The third activity examined the purpose of the energy pyramid model to analyze biomass and energy needs. Finally, students used real-world scenarios to evaluate the causes and effects on the ecological system and, specifically, energy pyramids. The second focus project looked at macroevolution and the origin of species. Students looked at various facts from school issued textbooks and printed journal articles based upon Charles Darwin’s research. This turned into an awesome classroom debate in which students voiced personal opinions concerning the topic.

This month the students prepared for the spring semester examinations by focusing on various reading comprehension strategies and vocabulary development activities introduced through the SRA Reading Lab system, teacher-made assessments, and a review of the concepts taught throughout the semester. Similarly this month the students continued to read novels from the Bluford Series – a series of realistic fictional texts. The students were asked to analyze the texts by doing lessons and activities that required them to explore the book deeper by way of discussions and writing about character traits, author’s motivation, sequencing, comparisons and contrasts, themes, main idea, setting, etc. The final book project will include a cover page that represents the characters in the book or a 3-D illustration of the key conflicts and resolution of the novel.

As this year comes to a close, the educational staff of the Letot Center has decided to reward the students with a "Fun Week". This week, June 1<sup>st</sup> – June 5<sup>th</sup> will consist of both fun and educational activities. The staff has planned organized and structured activities for the students for each day of the week –Monday is Movie Day, Tuesday is Academic Game Day, Wednesday is to be determined, Thursday is Field Day and Friday is the Talent Show. All events incorporate instructional/educational activities and are planned for the length of the school day.

Coming soon....

Fun Week featuring Field Day, Last Day of School, End of Year Celebrations

Sheterric Malone, Administrator

Letot

Teach, Encourage, Instruct, Mentor, Praise, Influence, Guide..... INSPIRE

**ACADEMY FOR ACADEMIC EXCELLENCE  
PROGRAM STATUS REPORT**

Active Enrollments					
Student Enrollment as of May 2015:			District Total Enrollment: 505		
District Average Attendance			463 (91.68%)		
District Special Education Student Population			152 (30.10%)		
CAMPUSES	JDC - 001	DRC - 002	MED. / YV - 003	SAU - 004	LETOT - 005
	Number	Number	Number	Number	Number
Enrollment	235	79	128	38	25
New Students	122	46	20	11	28
Withdrawals	126	26	15	20	25
Avg. Daily Attendance	228	54	126	31	24
Avg. Daily Enrollment	235	79	128	38	25
Attendance Average	97.02%	68.35%	98.44%	81.58%	96.00%

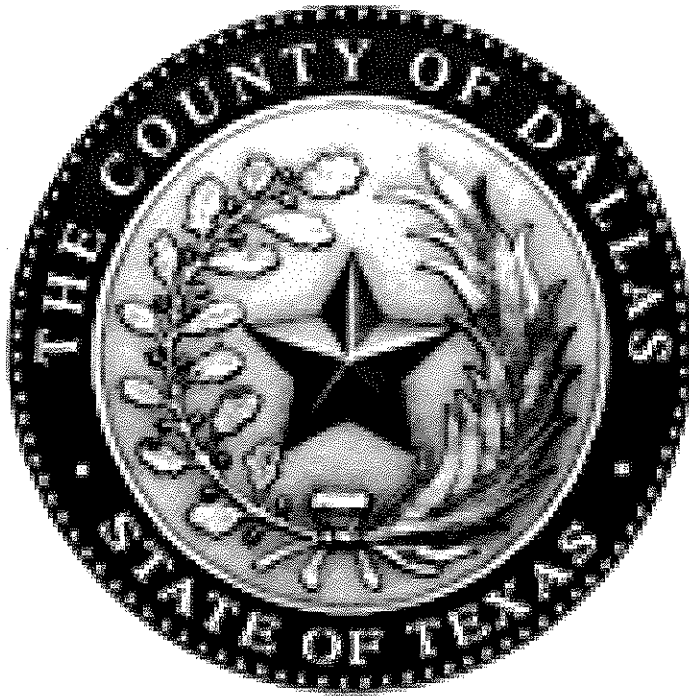
**Demographics**

Category	JDC - 001		DRC - 002		MED. / YV - 003		SAU - 004		LETOT - 005	
GENDER	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Female	50	(21.37%)	14	(14.89%)	00	(0.0%)	11	(30.56%)	23	(76.67%)
Male	184	(78.63%)	80	(85.11%)	131	(100%)	25	(69.44%)	07	(23.33%)
GRADE	Number		Number		Number		Number		Number	
3	0		0		0		0		0	
4	0		0		0		0		0	
5	1		1		0		0		0	
6	12		7		3		0		2	
7	24		13		17		4		6	
8	48		10		27		5		7	
9	104		39		49		28		7	
10	35		19		25		8		7	
11	10		5		10		1		1	
12	0		0		0		0			
AGE	Number		Number		Number		Number		Number	
10	0		0		0		0		0	
11	3		0		0		0		3	
12	5		5		0		0		8	
13	11		5		4		0		6	
14	28		11		16		2		4	
15	62		14		34		8		9	
16	86		30		45		17		0	
17	39		27		32		8		0	
18+	0		2		0		0			
ETHNICITY	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
African American	99	(42.31%)	41	(43.62%)	78	(59.54%)	7	(19.34%)	10	(33.33%)
Caucasian	19	(08.12%)	3	(03.19%)	9	(06.87%)	5	(13.89%)	4	(13.33%)
Hispanic	109	(46.58%)	49	(52.13%)	44	(33.59%)	24	(66.77%)	16	(53.33%)
Native American	0	(0.00%)	0	(0.00%)	0	(0.00%)	0	(0.00%)	0	(0.00%)
Other/Asian	4	(01.71%)	1	(01.06%)	0	(0.00%)	0	(0.00%)	0	(0.00%)

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

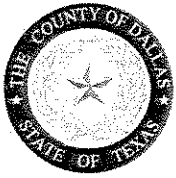
214-698-2200 Office

214-698-5508 Fax



**ACTION 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:** June 22, 2015  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Academy for Academic Excellence Budget FY 2016

**Background of Issue:**

In September 1998, the Dallas County Juvenile Justice Charter School Board was granted the authority to operate an open-enrollment Charter school to be located in each of its residential institutions as well as at its Substance Abuse/Day Treatment program. In 2004, the Day Reporting Center (DRC) was also included as a charter school campus. In July 2012, the name was changed to Academy for Academic Excellence to support and encourage an optimistic learning succession that results in positive outcome for our students. The Dallas County Juvenile Board serves as the school board for the Academy for Academic Excellence (AAE). Consequently, the Academy for Academic Excellence School Board is required by statute to approve the Academy for Academic Excellence Charter School's budget each year. A proposed budget for expenditures is presented for the Academy for Academic Excellence School Board's approval so that the Academy for Academic Excellence Charter School can operate. Staff will update revenue projections throughout the school year as additional funding information is received.

The Academy for Academic Excellence generally follows a conservative approach to utilizing resources provided by State and Federal funds. FY2016 will be no different in regards to taking this conservative approach; because during the 2014-2015 school year, AAE daily attendance was very inconsistent. This resulted in a decline in projected revenue for FY2015.

It is anticipated if the AAE exceeds current attendance projections, it will receive additional funding from the State to make budget adjustments to supplement the educational endeavors for our referred youth. However, if attendance does not increase and remains at projected levels, this budget allows the AAE to be fiscally prepared for these current projections. The purpose of the briefing is to seek approval for the AAE FY 2016 Budget.

**Impact on Operations and Maintenance:**

The Average Daily Attendance (ADA) at the AAE for F2015 has negatively impacted its projected funding for the upcoming year. In constructing a fiscally responsible budget, it was necessary to critically examine the staffing patterns needed at the AAE to appropriately provide quality educational services for all referred youth. The proposed budget provides estimates for revenues for FY2016 of \$6,450,794 which is a decrease from last year's budgeted revenues by approximately \$8,156.

Line items for school supplies, teacher supplies, computer hardware, computer software, mileage reimbursements, and rent for the use of the building, textbooks, and bus passes for DRC are still at the amounts necessary to provide educational services at a high level.

The following items are some of the other key components of the AAE financed by the FY 2016 budget:

- Region 10 contracted services district organization, finances, staff, and students, as it integrates student and business systems to maintain compliance with state and federal reporting and accountability requirements
- Continued use of C-SCOPE, a comprehensive, customizable, user-friendly, curriculum management system built on the most current research-based practices in the field. Its primary focus is to impact instructional practices in the classroom to improve student performance
- Administrative Service Package to include membership in the Teacher Job Network, instructional leadership development, administrative leadership training, professional development appraisal system training, Section 504 administrative support, as well as Charter School Board/Leadership training, and Business / Finance / Operations Support
- Computer based instructional system grades 3-12 with customization options, personal intervention plans and data collection system for Charter reporting purposes
- Eduphoria! PDAS, a database system designed to assist with the appraisals and professional development of staff in a centralized and easily accessible system
- Teacher Pedagogy support for job embedded professional development.
- Digital Media Resources, a web based video streaming instructional resource for core content areas.
- Access to the referral system for special education (direct and related) services.
- Participation in Shared Services Agreements to assist with fiscal and programmatic management of funds.
- Counselor Initiative Student Support to provide professional development and technical support regarding graduation requirements, academic counseling, student success initiative and any other requirements for student academics.
- Dallas County Schools Internet service including the filter
- Other trainings identified as needed for technology and specific software for educational staff as well as memberships in various professional organizations to improve access to professional development resources and conferences at reduced rates (e.g., Association for Curriculum and Development, Texas Association of School Business Officials, Texas Association of School Administrators, Texas Charter Schools Association, National Staff Development Council, Texas Council of Administrators of Special Education, etc.)
- Technology resources, including computer hardware, software, and student interactive devices to keep students engaged in various methods of instruction; as well as those technology needs identified in the Campus Improvement Needs Assessment.
- Instructional supplies, including textbooks, as needed
- Contracted services, including interpreter services (if needed), or other special education direct or related services
- Case management system to assist with scheduling of Admission, Review, and Dismissal committee meetings.
- Instructional software to enhance core academic content areas, high school equivalency program, credit recovery, and accelerated instruction.
- Continuation of annual maintenance services renewal for the fax machine with Office Depot (line item 2670).
- Continuation of services with Fed-Ex (line item 2170).
- Continuation of contracted special education consultation services Styles of Music Mentoring Services to assist with the behavioral intervention goals of our Special Education students. (line item 5590).

- Continuation of services with Dallas Area Rapid Transit to allow monthly and daily bus passes for student to ride DART (line item 5140).
- Continuation of annual maintenance services renewal with ESPED (line item 2095).
- Continuation of annual maintenance services on line license renewal with Odysseyware (line item 2150).
- Continued use of EPS Literacy & Intervention an annual student licensing for all reading and math intervention materials (line item 2150).
- Continued use of Dallas County Sheriff's Office to provide security and support for discipline and behavior modification. (line item 5590).
- Continuation of annual maintenance services renewal with Q-Net (line item 5590).

#### **Strategic Plan Compliance:**

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

#### **Legal Information:**

The AAE budget requires the approval of the Academy of Academic Excellence School Board. In addition, changes in the staffing of the AAE require approval of the Academy of Academic Excellence School Board and, where appropriate, Dallas County Human Resources and Civil Service.

#### **Financial Impact/Considerations:**

As an Open-enrollment Charter School, the Academy for Academic Excellence Charter School is eligible to receive state aide (commonly known as Foundation of School Program funds) and federal funds authorized by the Elementary and Secondary Education Act (ESEA), Public Law 107-110. This legislation, which was reauthorized in 2001, referred to as the "No Child Left Behind" (NCLB) Act, amends the federal education programs established under the ESEA in 1965. The specific funding streams are: Title I, Part A; Title I, Part D; Title II, Part A; Title III, Part A; and the Individuals with Disabilities Act (IDEA-B). The current budget includes the allocation of funds based on a conservative projection using the standard of 85% for planning purposes. Therefore, 85% of revenues from the above-referenced grants, including federal and state grants as will be reflected in the Consolidated Application for Federal Funding via eGrants through the Texas Education Agency. All funding received will be expended only on allowable expenses as designated by their respective funding sources, including the No Child Left Behind Act.

It is expected that projected revenues will balance projected expenses. Ongoing management analysis of the academic needs based on enrollment data will be employed to manage the budget. The allocation of staff and expenditure of revenue are projected to result in a balanced budget. The financial AAE budget has been prepared and approved by Ms. Carmen Williams, Budget Supervisor.

Specifically, **Title I, Part A** funds are to be utilized to enable schools to provide opportunities for children served to acquire the knowledge and skills contained in the state content standards and to meet the state student performance standards developed for all children. Title I, Part A provides supplemental resources to Local Education Agencies (LEA) to help schools with high concentrations of students from low-income families provide a high quality education, which will enable all children to meet the state student performance standards. All Title I, Part A funds must be expended for programs, activities, and strategies that are scientifically-based on research and meet needs, as identified in the campus' comprehensive needs assessment. The needs assessment includes research-based mathematics, reading or language arts, science, social studies, writing, and arts programs, activities, or strategies; research-based individualized instruction programs, activities, or strategies; research-based small-



group instruction programs, activities, or strategies; professional development; tutorials; computer-aided instruction; extended-learning opportunities, and parental involvement programs, activities, or strategies.

The **Title I, Part D, Subpart 2** funds are to be utilized to improve educational services for youth in custody so that the youths have the opportunity to acquire the knowledge and skills contained in the challenging state content standards and to meet the state student performance standards developed for all children; to provide services needed to make a successful transition to further schooling and employment; and to prevent at-risk youth from dropping out of school. This funding is only available to youth in the juvenile justice system who have been placed, and subsequently released, from a residential setting within the school district. Title I, Part D, Subpart 2 funds may also be expended for mentoring and peer mediation, vocational education, special education, career counseling, curriculum-based entrepreneurship education, and to coordinate health and social services for youth who are at risk if there is a likelihood that providing such services will help them complete their education.

The **Title II, Part A** funds are to be utilized to provide teacher and principal training and recruitment. Allowable activities include recruiting, hiring, and retention of highly qualified personnel, professional development, improving the quality of the teacher and paraprofessional workforce, and reducing class size.

The **Title III, Part A** funds are to be utilized to support services to students designated as Limited English Proficient (LEP) by assisting them in attaining English proficiency at high levels in core academic subjects to meet state mandated achievement performance standards. Allowable use of funds includes high-quality professional development related to improving instruction to limited English proficient students or substantially increasing the subject matter and teaching knowledge, and teaching skills of teachers.

The purpose of the **Individuals with Disabilities Act, Part B (IDEA-B)** funds is based upon the predicate of the Act, which was passed in 2004, and provides for the equitable education to all students with disabilities. Allowable use of funds is determined by the purpose of the Act as a means to: (1) ensure that all students with disabilities have available a free, appropriate public education which includes special education and related services to meet their unique needs; (2) ensure that the rights of students with disabilities and their parents are protected; (3) assist states and localities to provide for the education of all students with disabilities; and (4) assess and ensure the effectiveness of efforts to educate those students.

In addition to the above referenced federal entitlements, the Dallas County Juvenile Justice AAE Charter School receives the majority of its funding from **state aid funds** based upon student attendance records. The student attendance is reported on a six-week cycle and the funds are received based upon the number of students in attendance per day. Thus, there are fluctuations in these funding amounts based upon student demographics. The Texas Education Agency funding template calculates the average daily attendance (ADA) revenue per student, including the weighted funding for special education and other special programs (e.g., enrollment in high school, students identified as English Language Learners, or participating in career and technology classes).

#### **Performance Impact Measures:**

There are no specific performance measures.

#### **Project Schedule/Implementation:**

The proposed budget will be implemented on September 1, 2015 and be in effect until August 31, 2016.

**Recommendation:**

It is recommended that the Dallas County Academy for Academic Excellence School Board approve the Academy for Academic Excellence Charter School FY 2016 Budget as presented.

**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

## JUVENILE BOARD ORDER

ORDER NO: 2015-xxx

DATE: June 22, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

**BE IT REMEMBERED**, at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22<sup>nd</sup> day of June, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

**WHEREAS,** Each year a proposed budget for the Dallas County AAE Juvenile Justice Charter School Board is presented to the Academy for Academic Excellence School Board for approval. The proposed budget for revenue for school year FY16 is \$6,450,794 which is a decrease from last year's revenue for FY15 by \$8,156; and

**WHEREAS,** The primary cause for this decrease in State funding is due to a reduction in the average daily attendance (ADA) at the AAE in FY2015; and

**WHEREAS,** While it is possible that additional revenue may be available throughout the FY2016 school year if attendance increases, in order to operate a positive fiscal budget it is necessary to take a conservative approach and base this budget on current FY2016 projections; and

**WHEREAS,** It is proposed that the AAE budget for FY2016 be established at \$6,450,794; and

**WHEREAS,** There are several key components of the FY2016 AAE budget that will continue to be funded so as not to negatively impact the quality of education that is being provided by the AAE, and that these key components include:

- Region 10 contracted services district organization, finances, staff, and students, as it integrates student and business systems to maintain compliance with state and federal reporting and accountability requirements
- Continued use of C-SCOPE, a comprehensive, customizable, user-friendly, curriculum management system built on the most current research-based practices in the field. Its primary focus is to impact instructional practices in the classroom to improve student performance
- Administrative Service Package to include membership in the Teacher Job Network, instructional leadership development, administrative leadership training, professional development appraisal system training, Section 504 administrative support, as well as Charter School Board/Leadership training, and Business /Finance / Operations Support
- Computer based instructional system grades 3-12 with customization options, personal

- intervention plans and data collection system for Charter reporting purposes
- Eduphoria! PDAS, a database system designed to assist with the appraisals and professional development of staff in a centralized and easily accessible system
- Teacher Pedagogy support for job embedded professional development
- Digital Media Resources, a web based video streaming instructional resource for core content areas
- Access to the referral system for special education (direct and related) services
- Participation in Shared Services Agreements to assist with fiscal and programmatic management of funds
- Counselor Initiative Student Support to provide professional development and technical support regarding graduation requirements, academic counseling, student success initiative and any other requirements for student academics
- Dallas County Schools Internet service including the filter
- Other trainings identified as needed for technology and specific software for educational staff as well as memberships in various professional organizations to improve access to professional development resources and conferences at reduced rates (ie: Association for Curriculum and Development, Texas Association of School Business Officials, Texas Association of School Administrators, Texas Charter Schools Association, National Staff Development Council, Texas Council of Administrators of Special Education, etc.)
- Technology resources, including computer hardware, software, and student interactive devices to keep students engaged in various methods of instruction; as well as those technology needs identified in the Campus Improvement Needs Assessment
- Instructional supplies, including textbooks, as needed
- Contracted services, including interpreter services (if needed), or other Special Education Director related services
- Case management system to assist with scheduling of Admission, Review, and Dismissal committee meetings
- Instructional software to enhance core academic content areas, high school equivalency program, credit recovery, and accelerated instruction; and
- Continuation of annual maintenance services renewal for the fax machine with Office Depot
- Continuation of services with FedEx
- Continuation of contracted special education consultation services with Styles of Music Mentoring Services to assist with the behavioral intervention goals of our Special Education students
- Continuation of services with Dallas Area Rapid Transit to allow monthly and daily bus passes for students to ride DART
- Continuation of annual maintenance services renewal with ESPED
- Continuation of annual maintenance services and online license renewal with Odysseyware
- Continued use of EPS Literacy and Intervention, an annual student licensing for all reading and math intervention materials
- Continued use of the Dallas County Sheriff's Office to provide security and support for discipline and behavior modification
- Continuation of annual maintenance services renewal with Q-Net; and

**WHEREAS,** This request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding dispositional alternatives with regard to treatment and education for youths/families involved in the Juvenile Justice system; and

**WHEREAS,** The purpose of the briefing is to seek approval for the AAE FY 2016 Budget, and this budget will be implemented on September 1, 2015 and be in effect until August 31, 2016.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the School Board for the Academy for Academic Excellence approves the proposed Charter School budget for FY2016.

**DONE IN OPEN BOARD MEETING** this 22nd day of June, 2015.

The forgoing Juvenile Board Order was lawfully moved by \_\_\_\_\_ and seconded by \_\_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_\_\_\_ for the motion and \_\_\_\_ opposed.

Recommended by:

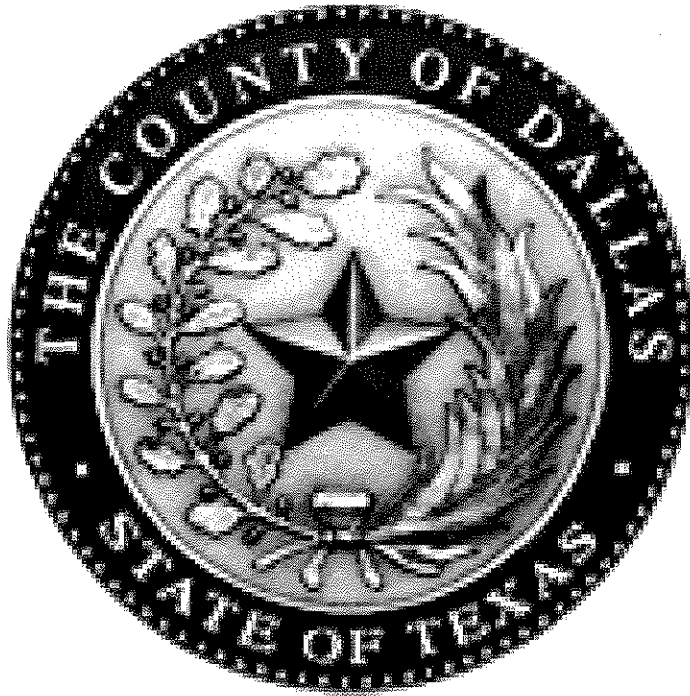
Approved by:

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

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



**ACTION ITEM**

**Q.**



**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:** June 22, 2015

**To:** Dallas County Juvenile Board

**From:** Dr. Terry S. Smith, Director

**Subject:** Memorandum of Understanding with Focus on Teens (FoT) and the Academy of Academic Excellence – Day Reporting Center

**Background of Issue:**

Focus on Teens (FoT) is a community-based nonprofit organization dedicated to student success. FoT is currently available to any school in the Dallas Independent School District (DISD). FoT also offers the following four (4) core programs that focus on teens, parents and teachers: Drug Abuse Prevention and Awareness, Suicide Prevention, Healthy Living (a Mental Health Awareness Seminar) and a "Get Started" Intern Program. The FoT programs are flexible and have been developed in conjunction with both the individual student's and school's needs. Focus on Teens (FoT) offers a holistic approach to reach teens at the early stages of homelessness. The FoT is proud to be the only program in North Texas that helps provide a Drop In Center on high school campuses for homeless teens. The AAE Drop In Center will be a designated location where referred juveniles and families can pick up needed items after requesting them from the Academy for Academic Excellence - Day Reporting Center (AAE-DRC) staff. The FoT will be contacted to arrange the delivery of needed items. The purpose of this briefing is to request the Juvenile Board approve a Memorandum of Understanding with Focus on Teens in providing services to the students in the Academy for Academic Excellence - Day Reporting Center (AAE-DRC).

**Impact on Operations and Maintenance:**

The Academy for Academic Excellence - Day Reporting Center (AAE-DRC) would greatly benefit from the Focus on Teens program providing Drug Abuse Prevention and Awareness, Suicide Prevention, Mental Health Awareness Seminars and a "Get Started" Intern program. The AAE-DRC will also benefit in being designated as a FoT Drop In Center for teens and parents. The Drop In Center is a designated location where youth and families can pick up requested school supplies, school uniforms, hygiene products and bus passes at no cost to the student or to DCJD. Each seminar session will be 60 minutes in length and will be offered every 8 weeks. The seminars will be conducted at the Academy for Academic Excellence – Day Reporting Center building, located at 1673 Terre Colony Court, Dallas, Texas 75212. The AAE-DRC will also serve as the Drop In Center where families can pick up supplies once a week as needed.

**Strategic Plan Compliance:**

This request complies with the Dallas County Strategic Plan: Vision 3- Dallas County is safe, secure, and prepared by expanding disposition alternatives with regard to treatment for youth and families involved in the Juvenile Justice System.

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

**Legal Information:**

The Memorandum of Understanding has been approved as to form by Denika Caruthers, Dallas County Juvenile Department Administrative Legal Advisor.

**Financial Impact/Considerations:**

There will be no cost to the Dallas County Juvenile Department or AAE-DRC associated as a result of the MOU with FoT.

**Performance Impact Measures:**

The youth who participate will increase their life skills, drug abuse awareness, coping skills and suicide prevention and education on mental health. The AAE-DRC will also have another avenue to help students and parents that cannot afford to purchase required school uniforms, additional bus passes and school supplies when transitioning to public school.

**Project Schedule/Implementation:**

The program will be implemented upon final execution of the Memorandum of Understanding.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Memorandum of Understanding with Focus on Teens and the Academy for Academic Excellence - Day Reporting Center (AAE-DRC). It is further recommended that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

**Recommended by:**

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

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



## JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: June 22, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of June 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

**WHEREAS,** Focus on Teens (FoT) is a community-based nonprofit organization dedicated to student success. FoT is currently available to any school in the Dallas Independent School District (DISD). FoT also offers the following four (4) core programs that focus on teens, parents and teachers: Drug Abuse Prevention and Awareness, Suicide Prevention, Healthy Living (a Mental Health Awareness Seminar) and a "Get Started" Intern Program. The FoT programs are flexible and have been developed in conjunction with both the individual student's and school's needs. Focus on Teens (FoT) offers a holistic approach to reach teens at the early stages of homelessness. The FoT is proud to be the only program in North Texas that helps provide a Drop In Center on high school campuses for homeless teens. The AAE Drop In Center will be a designated location where referred juveniles and families can pick up needed items after requesting them from the Academy for Academic Excellence - Day Reporting Center (AAE-DRC) staff. The FoT will be contacted to arrange the delivery of needed items. The purpose of this briefing is to request the Juvenile Board approve a Memorandum of Understanding with Focus on Teens in providing services to the students in the Academy for Academic Excellence - Day Reporting Center (AAE-DRC);and

**WHEREAS,** the Academy for Academic Excellence – Day Reporting Center (AAE-DRC) would greatly benefit from the Focus on Teens program providing Drug Abuse Prevention and Awareness, Suicide Prevention, Mental Health Awareness Seminars and a "Get Started" Intern program. The AAE-DRC will also benefit in being designated as a FoT Drop In Center for teens and parents. The Drop In Center is a designated location where youth and families can pick up requested school supplies, school uniforms, hygiene products and bus passes at no cost to the student or to DCJD. The ERC will benefit from the seminar sessions that will be 60 minutes in length and will be offered every 8 weeks. The seminars will be conducted at the Academy for Academic Excellence – Day Reporting Center building, located at 1673 Terre Colony Court, Dallas, Texas 75212. The AAE-DRC will also serve as the Drop In Center where families can pick up supplies once a week as needed; and

- WHEREAS,** this request complies with the Dallas County Strategic Plan: Vision 3- Dallas County *is safe, secure, and prepared* by expanding disposition alternatives with regard to treatment for youth and families involved in the Juvenile Justice System; and
- WHEREAS,** the Memorandum of Understanding has been approved as to form by Denika Caruthers, Administrative Legal Advisor; and
- WHEREAS,** there will be no cost to the Dallas County Juvenile Department or AAE-DRC as a result of the MOU with Focus on Teens; and
- WHEREAS,** the youth who participate will increase their life skills, drug abuse awareness, coping skills and suicide prevention and education on mental health. The AAE-DRC will also have another avenue to help students and parents that cannot afford to purchase required school uniforms, additional bus passes and school supplies when transitioning to public school; and
- WHEREAS,** the programs will be implemented upon final execution of the Memorandum of Understanding.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve the Memorandum of Understanding with Focus on Teens and the Academy for Academic Excellence – Day Reporting Center (AAE-DRC). It is further recommended that the Dallas County Juvenile Board authorize the President to execute related documents on behalf of the Juvenile Board.

**DONE IN OPEN BOARD MEETING** this 22nd day of June, 2015.

The forgoing Juvenile Board Order was lawfully moved by \_\_\_\_ and seconded by \_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_ for the motion and \_ opposed.

Recommended by:

Approved by:

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

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Judge Cheryl Lee Shannon, President  
Dallas County Juvenile Board

Memorandum of Understanding  
Between  
Focus on Teens (FoT)  
and  
Dallas County Juvenile Department (DCJD)  
Academy for Academic Excellence– (AAE)

This memorandum of understanding (MOU) is entered into by Focus on Teens (FoT) and DCJD for the purpose of clearly identifying the roles and responsibilities of each party as they relate to the various social services to be provided by FoT to DCJD students at the Academy for Academic Excellence – Day Reporting Center (AAE-DRC) Program

The implementation of social services provided by Focus on Teens through private funding and will be provided for DCJD AAE youth at no cost. The term of the Agreement shall commence on the date that the MOU is approved by both parties.

DCJD AAE and FoT agree to work together to implement coordinated services for students affected by risk factors that make them vulnerable to homelessness. Both parties agree to respect the spirit and intent of this MOU and to fulfill, to the maximum extent possible, the specific steps outlined in this document.

**FoT will:**

- Obtain permission for services provision from the campus principal and coordinate all activities through the designated campus liaisons.
- Provide an FoT staff person for ongoing contact, coordination, and technical assistance.
- Facilitate social services via the staff at FoT.
- Provide information on FoT to DRC staff and maintain open communication regarding program activities and outcomes.
- Provide basic services, only after approval and input from DCJD AAE, such as supplying school uniforms, hygiene products, bus passes, and seminars as follows: Drug Abuse Prevention and Awareness, Suicide Prevention, a Mental Health Awareness seminar and any other social services deemed of value to the students by agreement between FoT and DCJD AAE.
- Conduct criminal background checks for all FoT personnel, contract staff, or volunteers who are authorized to act on behalf of FoT and will be implementing or observing groups or classes at Day Reporting Center (DRC). The criminal background will be the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's Number ORI #TX057013G

- All FoT personnel, contract staff or volunteers or anyone acting on behalf of FoT will attend Dallas County Juvenile Department Volunteer Orientation (3 hours)
- Comply with all policies of the school district, including, but not limited to, all solicitation and distribution policies and all administrative, clinical and safety policies as set forth in DCJD's policy and procedure manuals.
- Provide a "one stop shop" to teens who have nowhere else to turn. DCJD AAE-DRC will be designated as a "Drop-In Center" for students to provide food, clothing, hygiene items, school supplies, and referrals.

**DCJD will:**

- Select students to participate in the FoT programs and obtain appropriate parental consent.
- Designate a AAE-DRC staff to provide orientation to FoT staff on DCJD policies and procedures and serve as a liaison for the FoT staff persons assigned to each school.
- Provide appropriate time and space for implementation of FoT's social service programs
- Ensure a school staff is present during all FoT services.

**MUTUAL AGREEMENTS**

Confidentiality. To the extent that FoT will come into possession of student records and information, and to the extent that FoT will be involved in the survey, analysis, or evaluation of students, incidental to this Agreement, FoT agrees to comply with all applicable requirements. FoT and DCJD each agree to comply with all applicable laws and DCJD's policies that pertain to the confidentiality of any information that may be included in student educational records.

Termination. DCJD AAE and FoT may cause the MOU to be terminated for any reason upon thirty (30) days notice to the other party of the desire to terminate. Notice of such termination shall be in writing and shall be deemed to have been duly given when actually delivered or when deposited in the United States mail to the other party at the party's last known address. A party's address may be changed only by giving notice of such change of address in writing to the other party hereto.

Entire Agreement: Amendments. The MOU represents the entire understanding between the parties, and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter hereof. Upon mutual agreement, representatives of FoT and DCJD AAE may meet to discuss changes or amendments to the MOU. The Agreement, however, may not be amended, altered, modified, discharged, or changed, in whole or in part, except by a further writing duly executed by the parties.

Relationship between the Parties. It is expressly understood that in the performances of the services herein, FoT, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of DCJD. Nothing in this MOU shall limit the right of either party to affiliate or contract with other service providers.

Indemnification. To the extent required and allowed by law, FoT agrees to indemnify, defend, and hold the DCJD AAE harmless from any and all claims and losses to anyone who may be injured or damaged by reason of FoT's willful misconduct or negligent performance of this contract. DCJD AAE and FoT shall carry such insurance as is customary and appropriate for its operations. **Nothing contained herein shall constitute a waiver of any governmental immunities available to either party.**

IN WITNESS WHEREOF, THE Parties have executed this MOU on the dates written below.

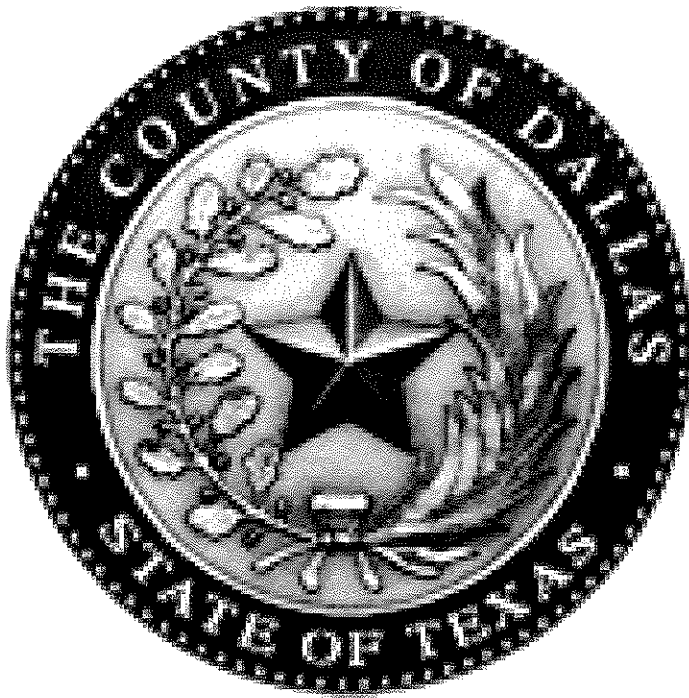
Keith Price      6/11/15  
\_\_\_\_\_  
Keith Price      Date  
Executive Director  
Focus on Teens

\_\_\_\_\_  
Judge Cheryl Lee Shannon      Date  
Chairperson  
Dallas County Juvenile Board

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

APPROVED AS TO FORM:

By:      \_\_\_\_\_  
Denika R. Caruthers, J.D.  
Administrative Legal Advisor  
Dallas County Juvenile Department



**ACTION ITEM**

**R.**



**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:** June 22, 2015  
**To:** Academy for Academic Excellence School Board  
**From:** Dr. Terry Snow Smith, Director  
**Subject:** Letot Residential Treatment Center Non-Expansion

**Background of Issue:**

In September 1998, the Dallas County Juvenile Board was granted the authority to operate an open-enrollment Charter school to be located in each of its residential institutions as well as at its Substance Abuse/Day Treatment program. The initial application specified that seven sites serving students in grades 5 through 12 would be designated under the Dallas County Juvenile Justice Charter School. The initial application detailed that the anticipated date of operation would be August 1999, and that the initial estimation of enrollment would be 600 students with the maximum enrollment being 900 students. The initial application was granted with the Dallas County Juvenile Justice Charter School having the designation as one district and one campus with seven sites. In July 1998, the Dallas County Juvenile Justice Charter School was created and assumed control of the Education Services from the previous contract provider, the Brown School. On July, 23, 2012 the commissioner of Texas Education Agency (TEA) approved the name change of Dallas County Juvenile Justice Charter School to Academy for Academic Excellence.

The Academy for Academic Excellence (AAE) is a unique entity in that students arrive at the AAE based upon their involvement with the Juvenile Justice system and the AAE has no control over the length of time that the student is enrolled in the AAE. As such, the AAE has little knowledge about the students' prior academic strides or challenges prior to their involvement with the AAE. Relatedly, the educators, and parents of the students enrolled in the AAE have little control over the student's enrollment, as school choice is not an option.

In addition, each juvenile facility has a different culture defined by components, such as length of stay, gender dynamics of the population, and program goals. Although this is easily realized by the respective facilities' regulatory agency (i.e., the Texas Department of Family and Protective Services, and the Texas Juvenile Probation Commission) it is not easily discernible by or accounted for the educational regulatory agency (i.e., the Texas Education Agency) due to the designation of a single campus number. The idea that different charter sites offer a different number of courses, or have different hours of operation due to facility needs is masked by the utilization of the sole campus number for different sites.

The Academy for Academic Excellence (057814) charter renewal contract was approved and renewed by the Texas Education Agency on April 7, 2015. In the summer of 2015, the Letot Residential Treatment Center will begin operation as a 96 bed treatment facility for adjudicated females. Consequently, the Academy for Academic Excellence School will seek to serve as the educational program for the residents of the Letot RTC and the Academy for Academic Excellence Charter School Board is required by the Texas Education Code Section 19 TAC §100.1033(b) to request authorization to amend the terms of the open enrollment charter. A written resolution

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

seeking non-expansion of the charter must be adopted by the governing body of the charter holder, with printed names and signatures, demonstrating that a quorum of members voted in favor of amending the charter. The resolution must be adopted by the governing body of the charter holder, with printed names and signatures, demonstrating that a quorum of members voted in favor of amending the charter.

The purpose of this brief is to seek a written resolution from the Academy for Academic Excellence Charter School Board seeking non-expansion of the AAE charter to include the Letot RTC under the auspices of the Academy for Academic Excellence Charter School (057814).

**Impact on Operations and Maintenance:**

The Juvenile Department will be responsible for continued operation of the Charter School. The Academy for Academic Excellence will continue its charter operations at the following 5 approved campus locations, which comprise the nine sites.

<b>Campus Physical Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
1508 E. Langdon	Dallas	TX	75241
10505 Denton Dr	Dallas	TX	75220
414 S RL Thornton	Dallas	TX	75203
2600 Lone Star Dr., Box 5	Dallas	TX	75212
1673 Terra Colony Ct	Dallas	TX	75212

These specific site designations are reflective of the physical addresses of the campuses and do not take into consideration the significant differences between the campuses with regard to the mobility of the population.

As a result, the AAE is viewed as one district and one campus. As such, if a student is enrolled in the AAE Juvenile Detention Center, where the average length of stay is 23 days, it is considered the same as if the student were enrolled at the Medlock Residential Treatment Center, where the average length of stay is six months. Thus, the AAE has no student enrolled for the duration of an academic year in one physical location and having this reflected at the state level is considered a misnomer that requires correction. Ultimately, the current proposal represents a slight shift in the operations of the AAE. The proposed shift will entail the AAE having five campus designations and these designations are proposed based on the similarities between the grouping of physical sites, as already specified in the Charter. It is proposed that: 1) the Letot Center and Letot RTC be designated as one campus very similar in operational design as one campus; 2) the Substance Abuse Day Treatment campuses is designated as one campus; 3) the Juvenile Detention Center, the Marzelle Hill Transition Center and the Short-Term Adolescent Residential Treatment (START) program are designated as one campus; 4) the Dallas County Youth Village and the Medlock Residential Treatment Center are designated as one campus; and 5) the Day Reporting Center is designated as one campus.

This shift will result in the need for additional clerical support, shifting of responsibilities, enhanced accountability at the campus level resulting in the campus administrative staff being more involved in site-based decision-making, and greater autonomy for the respective campus. In addition, the central office staff will be afforded the opportunity to provide more administrative support and the relationship between the central office staff and the campuses will be more reflective of the typical relationship structure within the Independent School Districts and the respective campuses. However, the challenges incurred within the typical large Independent School District and the campuses will be ameliorated by the physical proximity as well as the size of the campuses.



**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 Impact:**

The 2015 Letot RTC Non-Expansion application document has been reviewed has been approved to form by Ms. Denika Caruthers, Administrative Legal Advisor.

**Financial Impact:**

There will be no financial impact to the county.

**Performance Impact Measures:**

There are no specific performance measures.

**Project Schedule/Implementation:**

Non-expansion amendments may be submitted at any time. Non-expansion amendments change the terms of an open-enrollment charter that relate to:

- school name,
- return of site,
- charter holder name,
- charter holder governance,
- articles of incorporation,
- corporate bylaws,
- management company,
- admission policy, or
- the educational program of the school.

As long as the amendment does NOT involve expansion, a non-expansion amendment may also relate to:


- grade levels,
- maximum enrollment,
- geographic boundaries, and
- approved sites.

The Academy for Academic Excellence Charter School Board is required by the Texas Education Code Section 19 TAC §100.1033(b) to request authorization to amend the terms of the open enrollment charter for the purposes of including the Letot RTC under the auspices of the Academy for Academic Excellence (057814).

**Recommendation:**

It is recommended the Academy for Academic Excellence School Board approve a written resolution seeking non-expansion of the AAE charter to include the Letot RTC under the auspices of the Academy for Academic Excellence Charter School (057814).

Respectfully submitted by:



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

## JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: June 22, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22<sup>nd</sup> day of June 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

**WHEREAS,** in September 1998, the Dallas County Juvenile Board was granted the authority to operate an open-enrollment Charter school to be located in each of its residential institutions as well as at its Substance Abuse/Day Treatment program. The initial application specified that seven sites serving students in grades 5 through 12 would be designated under the Dallas County Juvenile Justice Charter School. The initial application detailed that the anticipated date of operation would be August 1999, and that the initial estimation of enrollment would be 600 students with the maximum enrollment being 900 students. The initial application was granted with the Dallas County Juvenile Justice Charter School having the designation as one district and one campus with seven sites. In July 1998, the Dallas County Juvenile Justice Charter School was created and assumed control of the Education Services from the previous contract provider, the Brown School. On July, 23, 2012 the commissioner of Texas Education Agency (TEA) approved the name change of Dallas County Juvenile Justice Charter School to Academy for Academic Excellence.

the Academy for Academic Excellence (AAE) is a unique entity in that students arrive at the AAE based upon their involvement with the Juvenile Justice system and the AAE has no control over the length of time that the student is enrolled in the AAE. As such, the AAE has little knowledge about the students' prior academic strides or challenges prior to their involvement with the AAE. Relatedly, the educators, and parents of the students enrolled in the AAE have little control over the student's enrollment, as school choice is not an option.

in addition, each juvenile facility has a different culture defined by components, such as length of stay, gender dynamics of the population, and program goals. Although this is easily realized by the respective facilities' regulatory agency (i.e., the Texas Department of Family and Protective Services, and the Texas Juvenile Probation Commission) it is not easily discernible by or accounted for the educational regulatory agency (i.e., the Texas Education Agency) due to the designation of a single campus number. The idea that different charter sites offer a

different number of courses, or have different hours of operation due to facility needs is masked by the utilization of the sole campus number for different sites.

the Academy for Academic Excellence (057814) charter renewal contract was approved and renewed by the Texas Education Agency on April 7, 2015. In the summer of 2015, the Letot Residential Treatment Center will begin operation as a 96 bed treatment facility for adjudicated females. Consequently, the Academy for Academic Excellence School will seek to serve as the educational program for the residents of the Letot RTC and the Academy for Academic Excellence Charter School Board is required by the Texas Education Code Section 19 TAC §100.1033(b) to request authorization to amend the terms of the open enrollment charter. A written resolution seeking non-expansion of the charter must be adopted by the governing body of the charter holder, with printed names and signatures, demonstrating that a quorum of members voted in favor of amending the charter.

the purpose of this brief is to seek a written resolution from the Academy for Academic Excellence Charter School Board seeking non-expansion of the AAE charter to include the Letot RTC under the auspices of the Academy for Academic Excellence Charter School (057814). The resolution must be adopted by the governing body of the charter holder, with printed names and signatures, demonstrating that a quorum of members voted in favor of amending the charter; and

**WHEREAS,** the Juvenile Department will be responsible for continued operation of the Charter School. The Academy for Academic Excellence will continue its charter operations at the following 5 approved campus locations, which comprise the nine sites.

Campus Physical Address	City	State	Zip Code
1508 E. Langdon	Dallas	TX	75241
10505 Denton Dr	Dallas	TX	75220
414 S RL Thornton	Dallas	TX	75203
2600 Lone Star Dr., Box 5	Dallas	TX	75212
1673 Terra Colony Ct	Dallas	TX	75212

these specific site designations are reflective of the physical addresses of the campuses and do not take into consideration the significant differences between the campuses with regard to the mobility of the population.

as a result, the AAE is viewed as one district and one campus. As such, if a student is enrolled in the AAE Juvenile Detention Center, where the average length of stay is 23 days, it is considered the same as if the student were enrolled at the Medlock Residential Treatment Center, where the average length of stay is six months. Thus, the AAE has no student enrolled for the duration of an academic year in one physical location and having this reflected at the state level is considered a misnomer that requires correction. Ultimately, the current proposal represents a slight shift in the operations of the AAE. The proposed shift will entail the AAE having five campus designations and these designations are proposed based on the similarities between the groupings of physical sites, as already specified in the Charter. It is proposed that: 1) the Letot Center and Letot RTC be designated as one campus very similar in operational design as and 2) the Substance Abuse Day Treatment campuses is designated as one campus; 3) the Juvenile Detention Center, the Marzelle Hill Transition Center and the Short-Term Adolescent Residential Treatment (START) program are designated as one campus; 4) the Dallas County Youth Village and the Medlock Residential Treatment Center are designated as

one campus; and 5) the Day Reporting Center is designated as one campus.

this shift will result in the need for additional clerical support, shifting of responsibilities, enhanced accountability at the campus level resulting in the campus administrative staff being more involved in site-based decision-making, and greater autonomy for the respective campus. In addition, the central office staff will be afforded the opportunity to provide more administrative support and the relationship between the central office staff and the campuses will be more reflective of the typical relationship structure within the Independent School Districts and the respective campuses. However, the challenges incurred within the typical large Independent School District and the campuses will be ameliorated by the physical proximity as well as the size of the campuses; 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 Academy for Academic Excellence School Board approve a written resolution seeking non-expansion of the AAE charter to include the Letot RTC under the auspices of the Academy for Academic Excellence Charter School (057814).

**DONE IN OPEN BOARD MEETING** this 22nd day of June, 2015.

The forgoing Juvenile Board Order was lawfully moved by \_\_\_\_\_ and seconded by \_\_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_\_\_\_\_ for the motion and \_\_\_\_\_ opposed.

Recommended by:

Approved by:

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

\_\_\_\_\_  
Judge Cheryl Shannon, President  
Academy for Academic Excellence School Board