



DALLAS COUNTY JUVENILE BOARD

Agenda

Monday, August 24, 2015 ~ 5:00 p.m.
305th District Court/Referee Courtroom, Room A332 ~ 3rd Floor
Henry Wade Juvenile Justice Center, 2600 Lone Star Drive, Dallas, Texas 75212

FILED

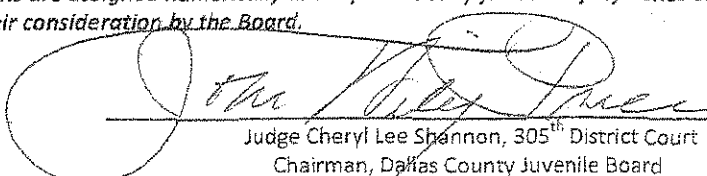
2015 AUG 19 PM 1:26

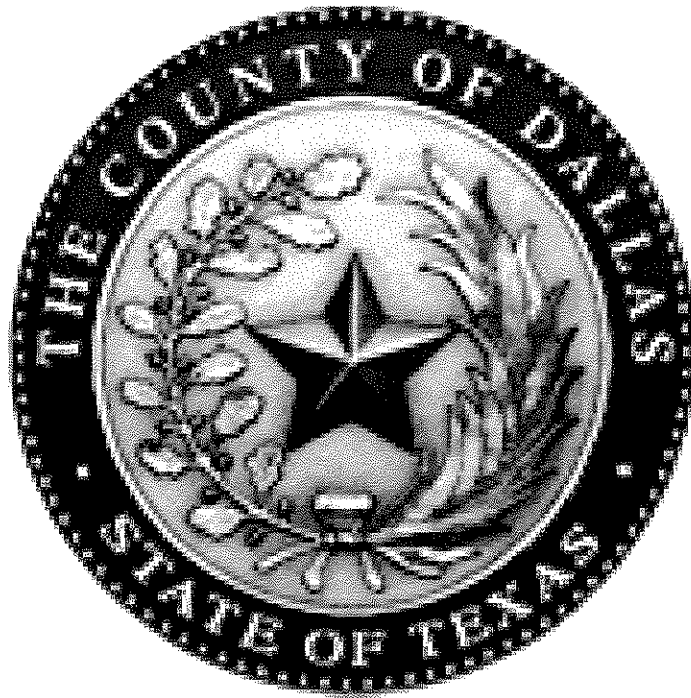
COUNTY CLERK
DALLAS COUNTY

- I. Call to Order
- II. Tour of Facility
Dr. Jerome McNeil Juvenile Detention Center
Marzelle Hill Transition Center
- III. Approval of Minutes
Approval of Minutes July 27, 2015
- IV. Public Comment (limited to 3 minutes per individual or organization)*
- V. Discussion Items - Juvenile Department
 - A. Director's Report
 - B. JJAEP Update
- VI. Action Items - Juvenile Department
 - C. Dr. Jerome McNeil Juvenile Detention Center Facility Certification
 - D. Dr. Jerome McNeil Juvenile Detention Center Policy & Procedures
 - E. Short Term Adolescent Residential Treatment (START)/Residential Drug Treatment (RDT) Policy & Procedures
 - F. Marzelle Hill Transition Center Facility Certification
 - G. Marzelle Hill Center Policy & Procedures
 - H. Juvenile Justice Alternative Education Program (JJAEP) Policies and Procedure Manual
 - I. Juvenile Processing Office Designation – UT Southwestern Medical Center Police Department, Union Pacific Railroad Police Department, University Park Police Department, Lancaster ISD Police Department and Dallas County Schools
 - J. FY2016 Contract with Southwestern Medical Center (UTSW) for Psychological Services
 - K. Approval of a Memorandum of Understanding with Big Thought
 - L. Approval of a Memorandum of Understanding with Succeeding at Work
 - M. Approval of a Memorandum of Understanding with AIM, LLC
 - N. Youth Services Advisory Board (YSAB) Appointments
 - O. Juvenile Detention Alternative Initiative Spending Plan
 - P. TJJD State Financial Assistance Contract 2016-2017 Biennium
- VII. Discussion Items – Academy for Academic Excellence Charter School (AAE)
 - Q. AAE School Update
- VIII. Action Items – AAE Charter School
 - R. Contract Renewal with Odysseyware and Academy for Academic Excellence
 - S. Faronics: Deep Freeze Licenses for Academy of Academic Excellence
 - T. Esped.com Inc. Contract for 2015-2016 School Year
 - U. Academy for Academic Excellence (AAE) Agreement with Region 10 Curriculum and Assessment Services Cooperative (CASC) TEKS Resource System
 - V. Academy for Academic Excellence Budget Amendment #6: Request of Additional State Aid
 - W. Academy for Academic Excellence (AAE) Memorandum of Understanding (MOU) with Dallas County Sheriff's Department
- IX. Executive Session - Juvenile Department
For Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071 Through Section 551.076
Subjects: Contracts : Litigation : Personnel : Security :

Notes:

**Individuals Wishing to Speak During the Public Comment Period Must Register With the Director's 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.*


Judge Cheryl Lee Shannon, 305th District Court
Chairman, Dallas County Juvenile Board



APPROVAL OF THE MINUTES

III.

MINUTES OF MEETING DATE: July 27, 2015

DALLAS COUNTY
JUVENILE BOARD

TIME: 5:00 p.m.

PLACE: Letot Residential Treatment Center
10503 Denton Dr.
Dallas, Texas 75220

MEMBERS PRESENT: Judge Cheryl Lee Shannon, Chairman
Commissioner John Wiley Price, Vice-Chairman
Judge Paula Miller
Judge Andrea Martin
Judge Ken Molberg
Judge Clay Jenkins

MEMBERS ABSENT: Judge Andrea Plumlee
Judge Amber Givens-Davis
Judge Craig Smith

I. **Call to Order**

The Dallas County Juvenile Board met at the Letot Residential Treatment Center. Judge Cheryl Lee Shannon, Chairman, called the Juvenile Board Meeting to order at 5:00 p.m.

II. **Tour of Facility**

Dallas County Juvenile Board Members toured the new Letot Residential Treatment Center at 5:01 pm. Judge Ken Molberg joined the Board Members during the tour. All members returned at 5:17 pm.

III. **Approval of Minutes**

Judge Cheryl Lee Shannon presented the Minutes from the June 22, 2015, Juvenile Board Meeting for approval. A motion was made by Judge Paula Miller and seconded by Commissioner John Wiley Price to approve the June 22, 2015 minutes. The motion was unanimously approved.

IV. **Public Comment**

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

V. **Discussion Items-Juvenile Department**

A. **Director's Report:**

Dr. Terry Smith acknowledged Mrs. Leslie Gipson for her 25 Years of Service with the department. The Evening Reporting Center (ERC) celebrated its one year anniversary on June 9, 2015. Over the past year, the ERC has processed 124 referrals and has provided programming for 79 youth and currently has 12 youth enrolled in the program. The Youth Offender Court (YOC) officially commenced its first court session on June 17, 2015 with a total of eight youth enrolled. The YOC was designed to divert young offenders, ages 10-13 with Judge Martin and Judge Rodriguez of the 304th District Court. On June 29, 2015, the Victim Services Unit held a Victim Impact Panel at Henry Wade. There were 63 participants, which included our youth on probation and their parents.

We welcomed Ms. Sneed on June 1, 2015, as the new case manager of the Marzelle C. Hill Transition Center. All residents who were in need of glasses were able to receive an eye exam and free glasses were

*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

provided by Essilor.

On Saturday, July 18th, both Youth Village and Medlock participated with Bill Glass Behind the Walls Youth Day of Champions.

Letot Center continues to conduct tours and give tours in anticipation for the opening of the Letot Residential Treatment Center.

ESTEEM Court had some outings with their girls. They had dinner at Smokey John's BBQ, Roller Skating at White Rock Skate and as well as working at an animal rescue shelter.

B. Quarterly Reports – Facilities:

Dr. Smith stated the Department has included the Quarterly Reports of each facility as requested by the Board. She also highlighted the audit which was conducted last month which is done differently now. Before the auditors from TJJD would give a score but now they tell you whether or not you pass or fail. Dr. Smith mentioned she will request a waiver for the Health Assessment. Because we have the same health care provider, so if a youth is in Detention and we send them to Hill Center, they want us to do another Health Assessment and we don't need to because the youth was just seen by Parkland.

Point of Information – Commissioner John Wiley Price asked how the institutions were scored. Dr. Smith explained they do not score you. What they do is tell you what you missed, explained how it was missed and then tell you whether or not you passed or failed and if you met the criteria for being able to meet their standards. Dr. Smith offered to provide the reports to the Juvenile Board.

C. Juvenile Justice Alternative Education Program (JJAEP) Update:

The JJAEP has been out for summer school and has not had much to report. They have been offering Credit Recovery for high school students needing to recoup credits.

VI. Action Items - Juvenile Department

D. Certification of the Letot RTC for Girls:

Dr. Smith mentioned the Board did take a tour of the new Letot RTC. Texas Juvenile Justice Department (TJJD) and Texas Education Agency (TEA) required the Board to approve the facility is suitable for the housing of girls in our care. It is recommended that Dallas County Juvenile Board certify the Letot RTC for Girls is suitable for the confinement of youth in accordance with Section 51.126 of the Texas Family Code.

During discussion, Commissioner John Wiley Price asked if the shower heads in the dorms have been addressed with regards to standards. Mr. Armwood stated the shower heads are acceptable as long as there is audio and visual by staff.

- A motion was made by Judge Paula Miller and seconded by Judge Andrea Martin to certify the Letot RTC for Girls as suitable for the confinement of youth in accordance with Section 51.126 of the Texas Family Code. The motion was unanimously approved.

E. Approval of the 2015 Letot RTC Policies and Procedures Manual:

Dr. Smith explained that there will not be a red line version as this is the first time it's being presented. Going forward you will see red line versions of the policies and procedures. Dr. Smith asked the Board to

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

approve the 2015 Policy and Procedures for the Letot RTC. It is furthermore recommended that the Juvenile Board authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed.

Point of Information – Commissioner John Wiley Price asked if the Administrator Legal Advisor, Mrs. Denika Caruthers has reviewed the Policies and Procedures Manual and has had the opportunity to sign off on all the policies. Mrs. Caruthers stated she has reviewed them and will be signing the Policies and Procedures Manual.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Ken Molberg to approve the 2015 Policy and Procedures for the Letot RTC. It was furthermore recommended that the Juvenile Board authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed. The motion was unanimously approved.

F. Annual Performance Review of Dallas County Juvenile Justice Alternative Education Program (JJAEP).

Dr. Smith stated she appreciates the Board for making arrangements to meet at Letot RTC. She stated the Board does not have to tour JJAEP. What we have to do is look at the performance measures and outcomes which are included. According to the Fire Marshall, Chief De Los Santo the building has been inspected, and is ready for the students to start school. Chief De Los Santos has ensured that the building for JJAEP is up to par. Dr. Smith asked the Board to certify completion of the required annual performance review of the DCJJAEP overall operations.

Point of Information – Commissioner John Wiley Prices asked if Chief De Los Santos has signed off on the inspections. Chief De la Santos said he has. He also added he will have the Certificate of Compliance every year which should be posted.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Paula Miller to certify completion of the required annual performance review of the DCJJAEP overall operations. The motion was unanimously approved.

G. Edmentum ESL ReadingSmart Service Agreement with the Dallas County JJAEP:

Dr. Smith explained to the Board the purpose of ESL ReadingSmart is to ensure that students with Limited English Proficiency (LEP) attain English language proficiency and meet the same challenging State academic content and student academic achievement standards all children are expected to meet. The cost of the program is \$1,500 which will be purchased from DCJJAEP budget and it is not to exceed \$5,000. It is recommended that the Dallas County Juvenile Board approve the purchase of the ESL ReadingSmart through Edmentum.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Andrea Martin to approve the purchase of the ESL ReadingSmart through Edmentum. The motion was unanimously approved.

H. Interlocal Agreement with Dallas County Juvenile Justice Alternative Education Program and Parkland Nursing Services:

Parkland Health & Hospital System has indicated a willingness to continue to provide nursing services for the DCJJAEP campus from 10 am to 2:30 pm (with a 30 minute lunch) on weekdays. Total cost of the annual contract is \$21,597.65; which includes salaries at \$17,445.60 and fringe benefits at \$4,152.05. Total contract amount shall not exceed the amount approved by the JJAEP fiscal year which is \$22,000.00. It is recommended the Dallas County Juvenile Board to approve the Interlocal Agreement with DCHD

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

d/b/a Parkland Health & Hospital System for nursing services at the Dallas County Juvenile Justice Alternative Education Program and authorize the Chairman of the Juvenile Board to sign the agreement.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Paula Miller to approve the Interlocal Agreement with DCHD d/b/a Parkland Health & Hospital System for nursing services at the Dallas County Juvenile Justice Alternative Education Program and authorize the Chairman of the Juvenile Board to sign the agreement. The motion was unanimously approved.

I. Juvenile Justice Alternative Education Program (JJAEP) Student Code of Conduct:

Dr. Smith stated the Board does have a red line version and a clean version on the Student Code of Conduct. Dr. Smith asked the Board approve the Dallas County Juvenile Justice Alternative Education Program Student Code of Conduct Handbook for the 2015-2016 school year.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Andrea Martin to approve the Dallas County Juvenile Justice Alternative Education Program Student Code of Conduct Handbook for the 2015-2016 school year. The motion was unanimously approved.

J. Juvenile Justice Alternative Education Program (JJAEP) Special Education Services Contract with Diagnostic Assessment Services (DAS) 2015-2016:

Dr. Smith stated that Dr. Natalie Davenport is available to answer any question the Board may have. Dr. Smith asked the Board to approve renewing the special education consultative contract to Diagnostic Assessment Services (DAS) for a period of September 1, 2015, through August 31, 2016, and the Chairman of the Juvenile Board is authorized to sign the contract on behalf of the Juvenile Board. DAS agrees to provide special education consultation services for students, ages ten (10) years and through twenty-two years (22), enrolled in the DCJJAEP.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Ken Molberg to approve renewing the special education consultative contract to Diagnostic Assessment Services for a period of September 1, 2015, through August 31, 2016, and the Chairman of the Juvenile Board is authorized to sign the contract on behalf of the Juvenile Board. The motion was unanimously approved.

K. Juvenile Justice Alternative Education Program (JJAEP) Memorandum of Understanding with Region 10:

Dr. Smith mentioned how this program serves students referred to the JJAEP due to expulsion from the fourteen independent school districts (ISD's), of Dallas County. If they have discretionary or mandatory referrals they will refer them to the JJAEP. 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 student referrals. Dr. Smith asked the Board to approve the 2015-2016 Memorandum of Understanding Agreement between the fourteen Independent School Districts and the Dallas County Juvenile Department.

During the discussion, Commissioner John Wiley Price asked if there's any legislative impact that is going to impact this at all. Dr. Smith explained part of what she gave the Board was an outline of the population if it does go up, how it will affect the department. It was done in increments of 75, 100, 125, and 150 which are outlined as a contingency plan just in case population would go up.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Andrea Martin to approve the 2015-2016 Memorandum of Understanding Agreement between the fourteen Independent School Districts and the Dallas County Juvenile Department. The motion was unanimously approved.

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

L. Dallas Independent School District Food Service Agreement and Juvenile Justice Alternative Education Program (JJAEP):

Dr. Smith highlighted JJAEP continues to provide breakfast and lunch onsite and it does meet the National School Lunch and School Breakfast Program guidelines. Dr. Smith asked the Board to approve the proposal to have the Dallas Independent School District provide food services for the Juvenile Justice Alternative Education Program. The term of this contract shall be from August 1, 2015 to June 30, 2018 beginning with onset of the school year. The Agency agrees to pay the Contractor the rate of \$2.10 for breakfast and \$3.30 for lunch.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Paula Miller to approve the proposal to have the Dallas Independent School District provide food services for the Juvenile Justice Alternative Education Program. The motion was unanimously approved.

M. Contract Renewal with Victoria County Post-Adjudication Program for FY2016:

Dr. Smith mentioned how the contractor's rate of recidivism for successful discharges (0%) is considered to be skewed as the outcome is based on the successful discharge of only two (2) Dallas County youth during the review period. For pregnant females it's \$140.00 a day and for males and non-pregnant females it's \$98.00 a day. Dr. Smith asked the Board to approve the Juvenile Department's request to renew the Inter-local agreement with Victoria County for residential treatment services for Dallas County youth at the Victoria Regional Juvenile Justice Center during FY2016.

Point of Information- Commissioner John Wiley Price asked why we are not able to deal with the youth at our facilities. Dr. Smith explained to the Board when we open Letot RTC the ultimate goal is to keep the girls here. Dr. Smith continued to explain just in case there's something extenuating that we might need to use another facility, for girls or boys, because Victoria houses boys too. The Letot RTC will take pregnant females. Judge Shannon highlighted how there may be a conflict with some of the youths and they can't be housed at the same facility then we would use other facilities.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Ken Molberg to approve the Juvenile Department's request to renew the Inter-local agreement with Victoria County for residential treatment services for Dallas County youth at the Victoria Regional Juvenile Justice Center during FY2016. The motion was unanimously approved.

N. Youth Service Advisory Board Juror Fund Recommendations for Fiscal Year 2016:

At its July 20, 2015 board meeting, YSAB approved the following allocation for juror funds for Fiscal Year 2016. They did approve Youthful Offender Court for \$4,600.00, AIM for \$40,000.00, Succeeding at Work for \$40,000.00, and Big Thought for \$26,000.00 for a total of \$110,600.00. It is recommended that the Dallas County Juvenile Board to approve the Youth Services Advisory Board's recommendation for a juror fund allocation for FY2016, in the amount of \$110,600.00.

During discussion, Commissioner John Wiley Price asked how much of the fund is available. Dr. Smith clarified to the Board with the amount of \$401,000 is available and \$100,000.00 is taken out for a Rainy Day Fund with a balance of \$301,316.83.

- A motion was made by Judge Paula Miller and seconded by Judge Andrea Martin to approve the Youth Services Advisory Board's recommendation for a juror fund allocation for FY2016, in the amount of \$110,600.00. The motion was unanimously approved.

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

O. Ratification Grant Submission to the American Psychological Association (APA):

Dr. Smith stated how the department has been working for a long time to become an accredited American Psychological Association (APA) internship placement. The grant written includes an amount of \$24,400 to be paid to help with the application process. Other Texas juvenile departments with APA accredited internship programs include Travis County, Harris County, Bexar County and Texas Juvenile Justice Department. Dr. Smith asked the Board to ratify the submission of the Dallas County Juvenile Department's grant for American Psychological Association Internship Programs.

- A motion was made by Judge Ken Molberg and seconded by Andrea Martin to ratify the submission of the Dallas County Juvenile Department's grant for American Psychological Association Internship Programs. The motion was unanimously approved.

P. Management Training for Juvenile Department with Dr. Michael Lindsey:

Dr. Smith mentioned that Dr. Michael Lindsey is available to answer any questions the Board may have. The purpose of the current briefing is to request authorization for the Juvenile Department to contract with Dr. Michael Lindsey to provide "Leading by Learning to Follow in a Hierarchical (Pyramid) Organization with Holarctic (Self-Management) Aspirations" training which will aid the Juvenile Department reinforcing value and effectively utilize available resources to manage changing environments. Training will consist of 2 half day training sessions at 4 hours each session costing \$1,750 per session. Total budget for training is \$3,500 which included all participants' materials. Dr. Smith asked the Board approve the Juvenile Department's request to authorize for the Juvenile Department to contract with Dr. Michael Lindsey to provide "Leading by Learning to Follow in a Hierarchical (Pyramid) Organization with Holarctic (Self-Management) Aspirations" training which will aid the Juvenile Department reinforcing value and effectively utilize available resources to manage changing environments.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Paula Miller to contract with Dr. Michael Lindsey to provide "Leading by Learning to Follow in a Hierarchical (Pyramid) Organization with Holarctic (Self-Management) Aspirations" training which will aid the Juvenile Department reinforcing value and effectively utilize available resources to manage changing environments. The motion was unanimously approved.

Q. Juvenile Processing Office – City of Combine Municipal Court and Combine Police Department:

Mr. Rudy Acosta did visit the location and he has determined this site remains suitable as Juvenile Processing Offices. The designated rooms are clearly identified with affixed signage outlining an assigned room number and labeled as Juvenile Processing Rooms. The City of Combine's Municipal Court and Police Department's Chief's office (Room 101) and Municipal Court Judge's office is located at 123 Davis Road, Combine, Texas. The Juvenile Department recommends the Juvenile Board approve the Juvenile Processing Offices for the Combine Municipal Court and Combine Police Department located at 123 Davis Road, Combine, Texas 75159, by approving the Police Chief's office (Room 101) and the Municipal Court Judge's office as designated Juvenile Processing Offices.

Point of Information – Commissioner John Wiley Price asked do they have two distinctive processing offices within the police department and is this particular office in Dallas County. Mr. Acosta explained how they handle both Dallas and Kaufman in the same office. Dr. Smith stated she doesn't think there's

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

anything in the standards that disallows the commingling of counties as long as they are approved. Commissioner John Wiley Price stated historically they've had issues in the past just in management. Judge Cheryl Lee Shannon stated the code just talks about having a certified juvenile processing office and it might be a question we can address with TJJD. She also stated it can be followed up with a question just to be sure.

During discussion, Judge Cheryl Lee Shannon asked that we request information from TJJD regarding the issues about any jurisdiction lines and offices being shared by people within two different counties.

- A motion was made by Judge Cheryl Lee Shannon and seconded by Judge Paula Miller to approve the Juvenile Processing Offices for the Combine Municipal Court and Combine Police Department located at 123 Davis Road, Combine, Texas 75159, by approving the Police Chief's office (Room 101) and the Municipal Court Judge's office as designated Juvenile Processing Offices. The motion was unanimously approved.
- A motion was made by Commissioner John Wiley Price and seconded by Judge Ken Molberg to recess as the Dallas County Juvenile Board. The motion was unanimously approved.
- A motion was made to convene as the Academy for Academic Excellence Charter School by Commissioner John Wiley Price and seconded by Judge Paula Miller. The motion was unanimously approved.

VII. Discussion Items - Academy for Academic Excellence (AAE) Charter School

R. Charter School Update:

AAE started summer school on June 15, 2015. They had 175 students to attend the summer school program for eighth graders that did not pass the STARR test and for high school students needing to recoup credits to meet graduation requirements.

VIII. Action Items – Academy for Academic Excellence

S. Academy for Academic Excellence (AAE) Special Education Services Contract with Diagnostic Assessment Services (DAS):

This contract is not to exceed \$30,000. It is noted that the typical rate for the provision of these services is \$90.00 per hour, the rate proposed in this professional services contract. It is also noted that the only two exceptions to this rate will be in the event that services are required from an occupational therapist (OT) or a physical therapist (PT). As DAS does not currently have either of these specialists in direct employment, the subcontracted rates of \$110 per half hour for an OT and \$135 per hour for a PT will be required during the 2015-2016 school year.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Andrea Martin to approve the professional services contract and grant authorization to pay for pending invoices for special education instruction with Diagnostic Assessment Services for the 2015-2016 school year. The motion was unanimously approved.
- T. Edmentum ESL ReadingSmart Service Agreement with Academy or Academic Excellence (AAE):**
The Board approved up to \$4,630 for Title III, Limited English Proficiency (LEP). Title III, Limited English Proficiency (LEP) aims to ensure that students with Limited English Proficiency (LEP) attain English

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

language proficiency and meet the same challenging State academic content and student academic achievement standards all children are expected to meet. The implementation schedule for ESL ReadingSmart program will be for the 2015-2016 school year. Dr. Smith asked the Board to approve the purchase of the ESL ReadingSmart through Edmentum.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Ken Molberg to approve the purchase of the ESL ReadingSmart through Edmentum. The motion was unanimously approved.

U. Academy for Academic Excellence Budget Amendment #5: IDEA-B; Line Item Adjustments:

Dr. Smith mentioned they are moving \$7,132.50 to decrease office supplies and decrease training and put it in to increase computer software, furniture and equipment. Dr. Smith asked the Board to approve the attached line item adjustments from IDEA-B.

- A motion was made by Judge Paula Miller and seconded by Commissioner John Wiley Price to approve the attached line item adjustments from IDEA-B. The motion was unanimously approved.

V. Dallas Independent School District and Academy for Academic Excellence (AAE):

This is to provide food services for Non-Residential Youth at Substance Abuse Unit (SAU) and Day Reporting Center (DRC). The agency agrees to pay \$2.10 for breakfast and \$3.30 for lunch. The term of this contract shall be from August 1, 2015 to June 30, 2018 beginning with onset of the school year. Dr. Smith asked the Academy for Academic Excellence Board to approve the proposal to have the Dallas Independent School District provide food services for the Academy for Academic Excellence (AAE).

- A motion was made by Commissioner John Wiley Price and seconded by Judge Paula Miller to approve the proposal to have the Dallas Independent School District provide food services for the Academy for Academic Excellence (AAE). The motion was unanimously approved.

W. Renewal of Dallas County School Interlocal Service Agreement:

The District shall receive managed internet access up to 100 mega bites per second (Mbps) at an annual cost of \$4,200 from State Aid. Dr. Smith asked the Academy for Academic Excellence Charter School Board to approve the Interlocal Agreement with Dallas County Schools.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Ken Molberg to approve the Interlocal Agreement with Dallas County Schools. The motion was unanimously approved.

X. School Improvement Network – Edivate:

This is based off of No Child Left Behind (NCLB). The board approved up to \$456,996 from Title 1, Part A. Edivate software is for teachers' and staff's professional development. The cost is not to exceed \$15,000 for a term of two years.

Dr. Smith read in for the record the correct date for the contract to be in effect from September 2015 – 2016. It is recommended that the Academy for Academic Excellence Charter School Board to approve the purchase of the School Improvement Network-Edivate program.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Paula Miller to approve the purchase of the School Improvement Network-Edivate program. The motion was unanimously approved.

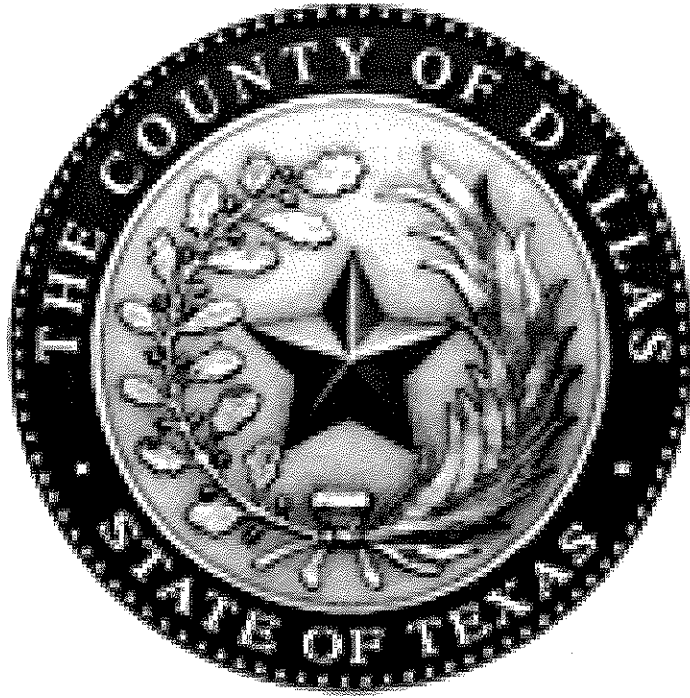
*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

- A motion made by Commissioner John Wiley Price and seconded by Judge Andrea Martin to adjourn at 5:50pm 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.

IX. Executive Session - Juvenile Department

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

- Judge Cheryl Lee Shannon, Chairman, stated the Juvenile Board had no further matters to be considered. The meeting was adjourned at 5:51 p.m. following a motion by Judge Paula Miller and seconded by Commissioner John Wiley Price. The motion was unanimously approved. Meeting adjourned.



DISCUSSION ITEM A.

DIRECTOR'S REPORT

AUGUST 2015

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

DCJD Employee of the Month: Robert Hambruch (Court Assessment).

DCJD Employee with 30 Years of Service – Olivia Landin (Education), **25 Years of Service** Vonda Clark (Letot), **20 Years of Service** Jacques Evans (DCYV)

PROBATION SERVICES

Mr. Jeremy Burrell and Mr. Leonardo Castro-Gutierrez were selected to fill the Probation Officer positions in Intake Screening and began their new roles on July 13, 2015. Mr. Burrell began his career with the Department as a Juvenile Supervision Officer I in Detention in October 2013 and was promoted to Juvenile Supervision Officer III in May 2014. Mr. Castro-Gutierrez began his career with the Department as a Juvenile Supervision Officer in the Residential Drug Treatment program in November 2013 and was promoted to an Admission Coordinator in August 2014. Congratulations to Mr. Burrell and Mr. Castro on their new roles with the Department.

Lisa Murad, Drug Court Coordinator, attended the National Association of Drug Court Professionals (NADCP) conference held July 27-30, 2015 in Washington, D.C. NADCP is the premier national membership, training, and advocacy organization for the Drug Court model, representing over 27,000 multi-disciplinary justice professionals and community leaders. NADCP hosts the largest annual training conference on drugs and crime in the world, and provides 130 training and technical assistance events each year through its professional service branches, the National Drug Court Institute, the National Center for DWI Courts and Justice for Vets.

The Department hosted a three day Juvenile Detention Alternative Initiative (JDAI) site visit with our Technical Advisor, Ms. Raquel Mariscal from the Burns Institute in conjunction with the Annie E. Casey Foundation. Ms. Mariscal was impressed with the progress the department is making in its tenth year of participation.

Rudy Acosta and Zakiayyah Terrell, Assistant Supervisor, attended a Texas System of Care Consortium in Austin, Texas on July 28, 2015. The information obtained during this visit will be applied in building the local System of Care here in Dallas. We look forward to the success of this program and updates will be forthcoming.

Community Service Restitution (CSR) Update:

Throughout the month of July 2015, four hundred and fifty three (453) youth completed a total of one thousand, six hundred and three (1,663) Court ordered CSR hours at various approved CSR sites in Dallas County. District 6 & 7 Probation Officers voluntarily organized a week long Summer CSR Project for the youth in their area. 15 Probation Officers supervised 42 youth in completing 168 CSR hours at Carver Heights Baptist Church, Brother Bill Helping Hands and North Texas Food Bank. Both districts are to be commended for their initiative and successful efforts.

FIELD SERVICES – CY 2015

	JULY	YTD
Probation Caseload	1367	1391
New Probationers	122	854
Review Hearings	203	1225
Delinquent Conduct	19	112
Technical Violations	27	188
Pre-Adjudicated	549	-
PAIS	109	-

PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION

Psychology staff referred **137** youth for psychiatric services during the month of December. A total of **133** psychiatric consultations were performed with **109** of those being follow-up consultations. Of the **28** initial psychiatric consultations performed: **20** resulted in no medication being prescribed; **2** had already been prescribed psychotropic medications and continued those; **3** youth were already prescribed psychotropic medication and their medication was discontinued; and **3** were started on medication.

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

Summer school is over and we are on to the next project, the unveiling of our new Art Studio. We (including some very talented residents) are literally working day and night to complete the Studio before the August 24 Juvenile Board meeting and certification of the Detention Center. More amazing than the Studio, is the talent and buy-in of the residents; their gifts are phenomenal.

START PROGRAM				
Activity	May	June	July	YTD
Individual Counseling Sessions	106	72	188	7479
Victim Impact Panel participation	21	0	20	96
Participation in Family Training Sessions	30	58	55	346
Family Training Sessions	8	8	8	479
Case Staffing's	19	32	29	193
Probation Officer Participation in Case Staffing's	94.7%	96.8%	96.5%	

Volunteer Programs and Residents Activity:

Total Volunteer's/Hours for July 2015: Volunteers: 106 Intern: 0 Hours: 513.75

Dallas County HHS tested/counseled 14 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: 24 residents

July Special Programs/Events:

Bill Glass BEHIND THE WALLS Day of Champions

Movie Night: Movies and refreshments made possible by Robert Cahill, One Way Films
- God's Not Dead

Friday Night Socials – made possible by Covenant Church Juvenile Ministry
- Residents attending Socials: Honors Girls, Honors Males and RDT Girl

DETENTION	May	June	July	YTD
Admissions	297	222	226	1813
Releases	272	227	227	1815
ADP	156	162	156	153
ALOS (days)	12.9	18.6	25.0	18.2
Detention Hearings	436	465	455	2590
TJJD/Placement Trips	9	10	12	59
Local trips	67	74	76	414
Youth transported	69	66	77	409
START				
Admissions	10	15	13	78
Releases	13	13	9	82
Successful	11	11	8	74
Unsuccessful	2	2	1	8
Administrative	0	0	0	0
ADP	26	33	34	33
ALOS	92.1	91.9	92.8	92.1

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

	May	June	July	YTD
Admissions	26	35	29	271
ADP	34	31	33	36
ALOS	25.2	27.5	33.4	27.7
Releases	39	26	35	270
Total Youth Served	67	61	64	299

Program Updates: The resident's participated in the Bill Glass Mentor Program on July 18, 2015. On July 25, 2015 the Hill Center boys teamed up with the Letot boys and played a thrilling game against the Youth Village boys in the 1st Annual Institutions Basketball Tournament. On July 29, 2015, the Level 4 residents went on a field trip to the African Arts Museum at Fair Park. Also, this month Case Manager, Alice Sneed began Tuesday bingo with the residents.

Program and Residents Activities: Community partner Traffic 911 conducted groups with the female residents and also provided informative group in reference to sex trafficking. Dare to Dream provided services to the residents twice this month. New Life Ministry and Friendship West provided church services on the weekends.

Medical Services: There were no medical issues during the month of July.

Grievances from residents: There were 4 grievances filed during the month of July.

Volunteer Services: 6 groups including 34 individuals provided a total of 137 hours of service.

MEDLOCK CENTER MONTHLY REPORT JULY 2015

Medlock Center

New Initiatives:

Saturday, July 18th, Bill Glass Behind the Walls Ministry presented their Annual volunteer program. This year there were several new volunteers that shared stories that seemed to have a very positive impact on the residents. On July 25th, eight residents were transported to Dr. Jerome McNeil Detention Center to participate in a basketball tournament with residents from the other institutions. Although the Medlock residents did not win the game, they kept winning attitudes and expressed their appreciation for the opportunity to play.

Activities:

Bill Glass Ministry; 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:

Five (5) residents were transported to Parkland Memorial Hospital for routine medical care. Twenty residents (20) residents were transported to Dr. Jerome McNeil Detention for routine dental exams. Two (2) residents were transported to the Stew Pot for podiatry care and one (1) resident was transported to the take a polygraph.

Volunteer /Intern Hours:

There were forty six (46) group volunteers who were on campus for a total of three hundred eight (308) hours. The total volunteer hours for the month of July were three hundred and eight (308) hours.

TJJD Reports:

There were no TJJD reports submitted during the month of July.

MEDLOCK CENTER				
	May	June	July	YTD
Total				
Admissions	4	6	5	38
Released	4	11	12	60
Successful	4	11	12	57
Unsuccessful	0	0	0	0
Administrative	0	0	0	0
ALOS	203.5	239.7	191.3	196.7
ADP	46	42	38	49
Total Youth Served	50	52	46	94
MEDLOCK STARS				
	May	June	July	YTD
Admissions	3	1	7	25
Releases	2	2	2	14
Successful	2	2	1	9
Unsuccessful	0	0	1	5
Administrative	0	0	0	0
ALOS (days)	254.0	288.5	293.0	288.2
ADP	29	27	29	27
Total Youth Served	31	30	35	47

YOUTH VILLAGE MONTHLY REPORT JULY 2015

On Campus:

On July 18th, Bill Glass Behind the Walls Ministry presented their annual volunteer program. This program was well received by all residents who participated. All regular campus programs continue to thrive with a new Welding, Career Management and Financial Literacy Program, Art Therapy, and Reading programs starting this month.

Off Campus:

Eight (8) residents participated in the service training for Café Momentum and later worked in the Café Momentum Restaurant. Three (3) residents were transported to their Review Hearings. Eight (8) residents were transported to the 1st Annual J.D. All facility Basketball Tournament. On July 25th eight Youth Village residents participated in a basketball tournament with residents from other facilities. The Youth Village residents did very well the sport and with their overall attitudes.

	May	June	July	YTD
TOTALS				
Admitted	12	8	13	69
ADP	54	56	55	49
Total Youth Served	66	63	70	109
Releases	11	6	11	53
Successful	8	4	8	45
Unsuccessful	3	3	1	6
Administrative Rel.	0	0	2	2
ALOS	213	213.3	197	201.8

Volunteer /Intern Hours:

Two (2) volunteer chaplains provided sixteen (16) hours of service. Thirty one (31) group members provided two hundred thirty three (233) hours of service. The total number of volunteer hours for the month of July is two hundred sixty four (264) hours for the month of July.

Medical Services:

Seventeen (17) residents were transported to dental appointments at Juvenile Detention Center. Forty three (43) were treated on the med-van, and twelve (12) received mental health services. Eight (8) residents were transported to Parkland Hospital for follow-up appointments. One (1) resident was taken to Children's GI Clinic. One (1) resident was transported to his dental appointments.

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 for the month of July.

Escape/Furlough:

On 7/14/15 Residents R. Semaja and L. Harrell absconded from the facility. One resident assaulted a female staff member before they both ran out of the door. One resident has been detained and is being held in the detention center. L. Harrell is still out on warrant status.

LETOT CENTER MONTHLY REPORT JULY 2015

Letot Capital Board Initiatives:

Letot Foundation continues to conduct tours and raise funds for enrichment activities for the new Residential Treatment Center. The Letot Residential Treatment Center opened on Thursday July 30, 2015.

Community Initiatives:

Non-Residential Services received 75 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 eight youth and families attending ESTEEM Court in the month of July. Two youth began services in the month of July and two youth were referred during the month of July. Aim, Functional Family Therapy, and Clinical Services has been providing services. The girls participated two outings in the month of July. The girls took a tour of El Centro College's Culinary School on July 20, 2015. They learned about the culinary industry and the different programs the culinary school had to offer. They also learned about the requirements to be accepted into the programs, as well as the many venues a student could work in with their degree. The girls toured the school's kitchens and were able to observe current students actively participating in their learning of the culinary arts. On July 28, 2015, the girls took a tour of the movie studio, Reel FX. They learned how the animated industry works, from the beginning stages of the films, the process it goes through in refining the films and the final results. They also experienced Virtual Reality equipment with the animated films the studio has completed and released.

LETOT CENTER				
Residential	May	June	July	YTD
Admissions	30	18	20	176
Releases	27	25	24	180
ADP	26	22	22	24
ALOS	31.3	26.4	33.5	29.6
Total Youth Served	57	47	42	198
Intake/Orientation				
Admissions	93	55	58	609
Releases	91	59	57	607
ADP	3	2	1	2
ALOS	0.6	0.7	0.3	0.4
Total Youth Served	96	61	59	609

Residential Services:

Why Try Topics: (1) Tearing Off My Labels – how to remove the negative perceptions and labels that we allow to be put on us; (2) Defense Mechanisms- looking at what our defense mechanisms are and how to change them; (3) Climbing Out - helps residents identify a problem area and the support they have to change the problem; (4) Jumping Hurdles – realizing they will always have problems and develop a plan to overcome them; (5) Desire, Time and Effort - learning to focus on positive things that do not hurt themselves or others.

Medical Services:

Residential: Health Screens – 19, Call Backs – 2, Doctor's visits - 36
Recommendations are made for medical and/or clinical follow-up.

Volunteer Services:

Faith Based Volunteers: worship and religious study - 2 volunteer, 4 hour; Life Skills Volunteers: visiting and teaching - 17 volunteers, 27 hours; Special Events: 0 volunteers, 0 hours.

Clinical Services:

In the Residential Unit, Clinical Services held seven Process groups with the boys (9 residents) and six Process

groups with the girls (18 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 (33 rounds). Held therapy sessions with 28 clients: 65 individual and 46 family sessions.

July 2015 Referrals																																										
	Alleged Delinquent Behavior																			Total Delinquent	Violation of Court Order	Alleged CINS Behavior										Total CINS	Other Referrals			Total Other	All Referrals					
	Felonies										Class A & B Misdemeanors						Status Only		Other than Status Only						Contract Detention	Crisis Intervention	Other Administrative															
	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			Truancy	Runaway	Alt. Ed. Expulsion				Property (was Theft)	Disorderly Conduct	Drugs	Liquor Laws		Sex Offenses	Other CINS								
Male	0	17	14	4	1	49	16	8	6	1	8	124	91%	4	33	25	24	39	24	1	274	77%	40	85%	0	29	0	2	0	1	1	0	14	47	42%	2	0	1	3	43%	364	70%
Female	0	2	1	5	0	0	4	0	0	0	1	13	9%	0	16	35	3	7	6	2	82	23%	7	15%	0	44	0	1	0	1	0	0	18	64	58%	4	0	0	4	57%	157	30%
												137									356		47									111						7		521		
Amer. Indian/Alaskan	0	1	0	0	0	0	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	0%	0	0%	0	0%	1	0%
Asian	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	0%	
Black	0	13	11	7	1	32	12	4	1	1	4	86	63%	3	22	28	13	12	19	2	185	52%	23	49%	0	21	0	0	0	0	0	0	22	43	39%	3	0	1	4	57%	255	49%
Hispanic	0	2	3	1	0	13	8	3	4	0	5	39	28%	1	18	20	9	21	9	0	117	33%	23	49%	0	41	0	2	0	1	1	0	10	55	50%	2	0	0	2	29%	197	38%
White	0	3	1	1	0	4	0	1	1	0	0	11	8%	0	7	12	5	13	2	1	51	14%	1	2%	0	11	0	1	0	1	0	0	13	12%	1	0	0	1	14%	66	13%	
Unknown	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	2	0	0	0	0	0	2	1%	0	0%	0	0	0	0	0	0	0	0	0	0	0%	0	0%	0	0%	2	0%	
												137									356		47									111						7		521		
10 Years Old	0	1	0	0	0	1	0	0	0	0	0	2	1%	0	0	0	0	0	0	2	1%	0	0%	0	1	0	0	0	0	0	0	0	1	1%	0	0	0	0	0%	3	1%	
11 Years Old	0	2	0	0	0	1	0	1	0	0	0	4	3%	0	2	1	1	0	1	9	3%	0	0%	0	1	0	0	0	0	0	0	0	1	1%	0	0	0	0	0%	10	2%	
12 Years Old	0	2	0	1	0	5	0	0	0	0	0	8	6%	0	4	1	3	1	0	17	5%	0	0%	0	3	0	0	0	0	0	0	6	9	8%	0	0	0	0	0%	26	5%	
13 Years Old	0	1	1	1	0	9	2	2	0	0	1	17	12%	1	3	5	6	3	2	37	10%	3	6%	0	10	0	0	0	0	0	6	16	14%	1	0	0	1	14%	57	11%		
14 Years Old	0	3	2	2	0	2	3	1	0	0	1	14	10%	1	6	14	4	6	5	50	14%	4	9%	0	15	0	0	0	0	0	3	18	16%	0	0	0	0	0%	72	14%		
15 Years Old	0	2	4	1	1	10	5	2	4	0	2	31	23%	1	15	17	4	9	7	85	24%	8	17%	0	18	0	1	0	0	1	0	23	21%	4	0	0	4	57%	120	23%		
16 Years Old	0	3	8	2	0	21	8	1	2	1	3	49	36%	1	17	19	9	22	15	134	38%	16	34%	0	22	0	1	0	2	0	11	36	32%	1	0	1	2	29%	188	36%		
17+ Years Old	0	5	0	2	0	0	2	1	0	0	2	12	9%	0	2	3	0	5	0	22	6%	16	34%	0	3	0	1	0	0	0	3	7	6%	0	0	0	0	0%	45	9%		
												137								356		47									111						7		521			

497 youth accounted for the 521 total referrals.

July 2015 Detentions																																											
	Alleged Delinquent Behavior																				Total Delinquent	Violation of Court Order	Alleged CINS Behavior										Other Dentions				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	Truancy			Runaway	Alt. Ed. Expulsion	Property (was Theft)	Disorderly Conduct	Drugs	Liquor Laws	Sex Offenses	Other CINS													
Male	1	9	10	2	1	23	16	2	2	1	2	69	87%	4	24	9	16	9	16	0	147	85%	37	82%	0	1	0	0	0	0	0	0	0	1	50%	2	0	1	3	43%	188	83%	
Female	0	0	0	5	0	2	3	0	0	0	0	10	13%	0	3	9	1	0	2	0	25	15%	8	18%	0	0	0	0	0	0	0	0	0	1	50%	4	0	0	4	57%	38	17%	
												79									172		45									2				7		226					
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	0	0%	0	0	0	0	0%	0	0%	
Asian	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	0%		
Black	1	5	7	5	1	14	11	1	0	1	2	48	61%	3	12	10	9	4	12	0	98	57%	21	47%	0	1	0	0	0	0	0	0	0	1	2	###	3	0	0	3	43%	124	55%
Hispanic	0	2	3	1	0	9	7	1	2	0	0	25	32%	1	10	5	7	3	6	0	57	33%	22	49%	0	0	0	0	0	0	0	0	0	0	0%	2	0	1	3	43%	82	36%	
White	0	2	0	1	0	2	1	0	0	0	0	6	8%	0	5	3	1	2	0	0	17	10%	2	4%	0	0	0	0	0	0	0	0	0	0	0%	1	0	0	1	14%	20	9%	
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	0%		
												79									172		45									2				7		226					
10 Years Old	0	1	0	0	0	0	0	0	0	0	0	1	1%	0	0	0	0	0	0	0	1	1%	0	0%	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	1	0%	
11 Years Old	0	1	0	0	0	0	0	0	0	0	0	1	1%	0	0	0	1	0	0	0	2	1%	0	0%	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	2	1%	
12 Years Old	0	0	0	1	0	1	1	0	0	0	0	3	4%	0	2	0	0	0	0	0	5	3%	0	0%	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	5	2%	
13 Years Old	0	1	0	1	0	3	1	0	0	0	0	6	8%	1	2	0	4	0	1	0	14	8%	2	4%	0	0	0	0	0	0	0	0	0	1	1	50%	1	0	0	1	14%	18	8%
14 Years Old	0	1	1	1	0	2	3	1	0	0	0	9	11%	1	3	4	2	0	2	0	21	12%	5	11%	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	26	12%	
15 Years Old	0	2	3	1	1	5	6	0	1	0	0	19	24%	1	12	6	3	2	5	0	48	28%	6	13%	0	1	0	0	0	0	0	0	0	0	1	50%	4	0	0	4	57%	59	26%
16 Years Old	1	3	6	3	0	12	7	1	1	1	2	37	47%	1	8	7	7	6	10	0	76	44%	15	33%	0	0	0	0	0	0	0	0	0	0	0%	1	0	1	2	29%	93	41%	
17+ Years Old	0	0	0	0	0	2	1	0	0	0	0	3	4%	0	0	1	0	1	0	0	5	3%	17	38%	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	22	10%	
												79									172		45									2				7		226					

219 youth accounted for the 226 total detentions.

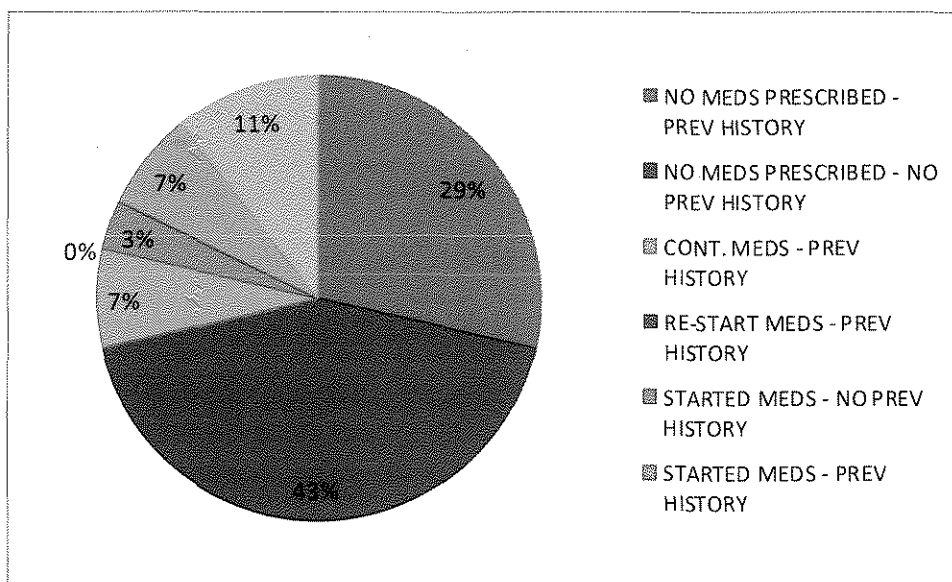
PSYCHIATRIC CONSULTS COMPLETED - 2015

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD
1. Total Consultations	107	86	109	107	94	82	137						722
A. Initial Consultations	23	31	36	60	44	22	28						244
B. Follow-Up Consultations	84	55	73	47	50	60	109						478
2. Total Number of Youth Receiving Consultations	101	71	90	99	90	82	133						666

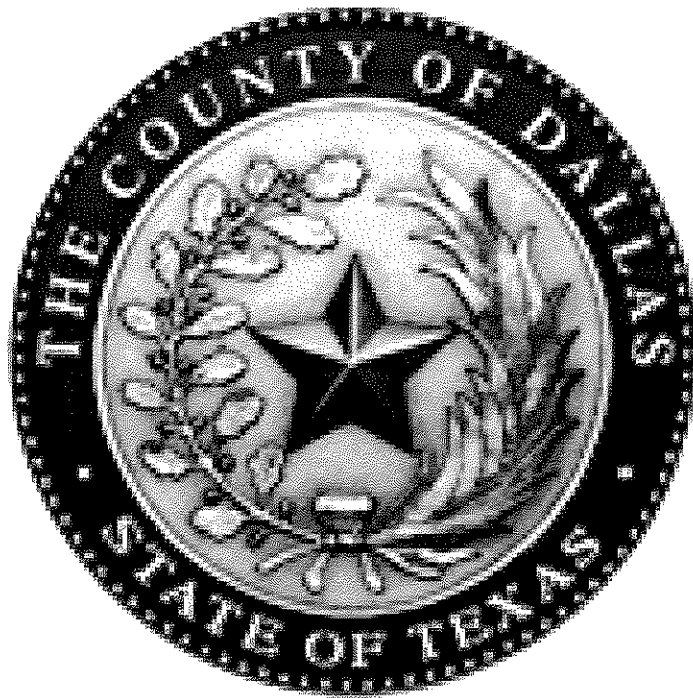
*Please note that Dr. Paladaugu was on vacation for two weeks during the month of June.

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	11	20						124
2. Medication Discontinued	0	1	2	3	2	3	3						14
3. Continued on Medication	11	14	12	20	5	4	2						68
4. Started on Medication	2	4	5	12	8	4	3						38



NO MEDS PRESCRIBED - PREV HISTORY -	8
NO MEDS PRESCRIBED - NO PREV HISTORY -	12
CONT. MEDS - PREV HISTORY -	2
RE-START MEDS - PREV HISTORY -	0
STARTED MEDS - NO PREV HISTORY -	1
STARTED MEDS - PREV HISTORY -	2
DISCONT. MEDS - PREV HISTORY -	3



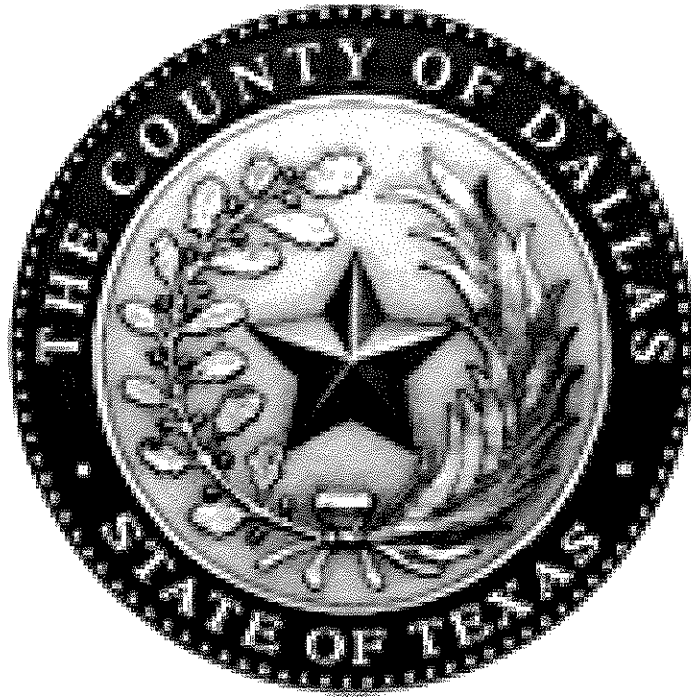
DISCUSSION

ITEM

B.

JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
JJAEP REPORT
JULY 2015

Summer school ended on July 17, 2015. A recommended a candidate for hire was forwarded on to our HR department who is both Language Arts and ESL certified. Preparations were underway for staff development that begins on August 10. Many thanks to Ms. Terra Cummings who spent part of her vacation creating bulletin boards to beautify and inform the incoming students at the JJAEP building.



**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: August 24, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Re: Certification of Pre and Post-Adjudication Programs located at the Dr. Jerome McNeil Jr. Juvenile Detention Center, 2600 Lone Star Dr., Dallas, TX.

BACKGROUND INFORMATION

Section 51.12 of the Texas Family Code establishes the place and conditions of detention for juveniles. Subsection(c) mandates that *"each judge of the juvenile court and a majority of the members of the juvenile board shall personally inspect all public or private juvenile pre-adjudication secure detention facilities that are located in the county at least annually and shall certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facilities are suitable or unsuitable for the detention of children."*

Section 51.125 of the Texas Family Code establishes requirements for Post-Adjudication Correctional Facilities and mandates that *"each judge of the juvenile court and a majority of the members of the juvenile board shall personally inspect all public or private juvenile post-adjudication secure correctional facilities that are located in the county at least annually and shall certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facility or facilities are suitable or unsuitable for the confinement of children."*

On August 25th, 2014, during its regular meeting, the Juvenile Board certified the Pre and Post-Adjudication programs located at the Dr. Jerome McNeil Jr. Detention Center, 2600 Lone Star Drive in Dallas, as suitable for the detention and confinement of children following Texas Juvenile Justice Department Standards for Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities. Current TJJD contract regulations require Juvenile Departments that operate or contract for the operation of facilities "to comply with TJJD's minimum standards for pre-adjudication juvenile detention facilities" or "TJJD standards for post-adjudication correctional facilities," as appropriate.

It is noted TJJD conducted a Benchmark Audit of the pre- and post-adjudication programs on June 1st – June 5th, 2015. The monitoring visits were a review of the pre-and post-adjudication programs' compliance with TJJD standards. At the end of the 2014 monitoring visit TJJD officials decided they would move away from an actual numerical score and would consider the facility suitable or unsuitable for confinement of children. It is noted that both the pre and post adjudication programs were deemed suitable for the confinement of youth.

***Please see attached report.**

*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

Types of Rooms	Original beds	Expansion beds	Total beds
Single Occupancy	160	192	352
Multiple occupancy (Honors Dorms)	40	0	40
Restricted Activity	16	16	32
Medical Isolation	8	0	8
TOTAL BEDS	224	208	432

The purpose of this brief is to seek Juvenile Board certification of the Dr. Jerome McNeil Jr. Juvenile Detention Center as suitable for the detention and confinement of children in accordance with Sections 51.12(c) and 51.125 of the Texas Family Code. It is requested that the Juvenile Board certify the facility to include 248 beds for pre-adjudication residents, 110 beds for post-adjudication residents (START and drug treatment programs) and 74 dual-certification beds which include 50 single occupancy beds, 16 restricted activity beds, and 8 medical isolation beds as follows:

Pre-adjudication:	248 beds	(Units 1, 5, 6 and 16 of the 32 restricted activity beds)
Post-adjudication:	110 beds	(Sections 2A, 2B, 2C, 2D, 2E, 2H, 3A, 3B, 3C, 3D, 3E)
Dual certification:	74 beds	(Sections 2F, 2G, 3F, 3G, 3H, 16 restricted activity beds and 8 medical isolation beds)

PROGRAM IMPACT

Adherence to mandated standards ensures appropriate care and safety for residents, staff, and visitors while providing staff members with uniform guidelines to follow in the discharge of their duties. Programs housed in the Detention Center will continue to be certified using Chapter 343, Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities, published by the Texas Juvenile Justice Department, which includes standards that apply to both pre and post-adjudication programs, and specific standards applicable to each type of program.

It is noted that the DCJRDT program is also licensed by the Texas Department of State Health Services for the provision of residential drug treatment.

PROGRAM DESCRIPTION

The pre-adjudication program in the Detention Center provides a *safe and secure environment* for detained youth pending court disposition and/or transfer to another agency or jurisdiction. In contrast, the post-adjudication program serves as a residential drug treatment program and a short-term residential program for youth court-ordered to receive such services. The residential drug treatment program is licensed by the Texas State Department of State Health Services and has the capacity to provide treatment for 60 youth.

STRATEGIC PLAN COMPLIANCE

This request conforms with the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the strategy to *maximize the effectiveness of the County's criminal justice resources*. Specifically, the current request aligns crime prevention goals with other governmental entities as well as represents *effective allocation of juvenile justice resources around Dallas County*.

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

LEGAL INFORMATION:

Section 51.12 of the Texas Family Code establishes the place and conditions of detention for juveniles. Subsection(c) mandates that *"each judge of the juvenile court and a majority of the members of the juvenile board shall personally inspect all public or private juvenile pre-adjudication secure detention facilities that are located in the county at least annually and shall certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Probation Commission that the facilities are suitable or unsuitable for the detention of children."*

Section 51.125 of the Texas Family Code establishes requirements for Post-Adjudication Correctional Facilities and mandates that *"each judge of the juvenile court and a majority of the members of the juvenile board shall personally inspect all public or private juvenile post-adjudication secure correctional facilities that are located in the county at least annually and shall certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facility or facilities are suitable or unsuitable for the confinement of children."*

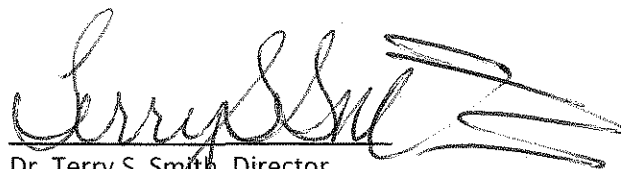
FINANCIAL IMPACT:

Facilities found by the Texas Juvenile Justice Department to be out of compliance with standards, and who fail to correct deficiencies after a reasonable time, may have state funding reduced or suspended. The current per diem cost for the Henry Wade Juvenile Detention Center is \$151.14 per child per day with the operating cost of the program being \$14,214,681.

RECOMMENDATION:

The Juvenile Department recommends that the Juvenile Board certify the Pre and Post-Adjudication programs located in the Dr. Jerome McNeil Jr. Detention Center at 2600 Lone Star Drive, Dallas TX. as suitable for the detention and confinement of children, following Texas Juvenile Justice Department Standards for Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities. The Department further recommends that the Juvenile Board certify the facility as follows: 248 beds for pre-adjudication detention, 110 beds for post-adjudication detention, and 74 beds with dual certification.

Recommended by:


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

JUVENILE BOARD ORDER

ORDER NO: 2015-xxx

DATE: August 24, 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 24th day of August, 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, Section 51.12(c) and 51.125 of the Texas Family Code establishes the place and conditions of detention and confinement for children; and

WHEREAS, Section 51.12 Subsection(c) mandates that "each judge of the juvenile court and a majority of the members of the juvenile board shall personally inspect all public or private juvenile pre-adjudication secure detention facilities that are located in the county at least annually and shall certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facilities are suitable or unsuitable for the detention of children"; and

WHEREAS, Section 51.125 mandates that "each judge of the juvenile court and a majority of the members of the juvenile board shall personally inspect all public or private juvenile post-adjudication secure correctional facilities that are located in the county at least annually and shall certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facilities are suitable or unsuitable for the confinement of children"; and

WHEREAS, the Judges of the juvenile courts and a majority of members of the Juvenile Board personally inspected the Dr. Jerome McNeil Jr. Detention Center Pre and Post Adjudication Programs; and

WHEREAS, the Juvenile Department recommends the facility be certified for 248 beds for Pre-Adjudication, 110 beds for post-adjudication, and 74 beds with dual certification; and

WHEREAS, as a result of the personal tour and inspection, the judges of the juvenile courts and the Dallas County Juvenile Board certify the Pre and Post-Adjudication programs located in the Detention Center at 2600 Lone Star Drive, Dallas, as suitable for the detention and confinement of children following Texas Juvenile Justice Department Standards for Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities; 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 maximize the *effectiveness of the County's criminal justice resources*.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board certifies the programs located in the Detention Center at 2600 Lone Star Drive, Dallas, as suitable for the detention and confinement of children following Texas Juvenile Justice Department Standards for Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board certifies 248 beds for pre-adjudication, 110 beds for post-adjudication, and 74 beds with dual certification.

DONE IN OPEN BOARD MEETING this 24th day of August, 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

TEXAS JUVENILE JUSTICE DEPARTMENT

Texas Administrative Code Chapter 343 Standards Compliance Report

DR. JEROME MCNEIL JR. DETENTION CENTER (PRE)

Facility Name DR. JEROME MCNEIL JR. DETENTION CENTER (PRE)			Monitoring visit Start Date 06/01/2015
Facility's Physical Address 2600 Lone Star Drive Dallas TX 75212		Facility Administrator Charlotte Edney	Monitoring visit End Date 06/05/2015
Facility Responsible Party Leah Probst	Chief Juvenile Probation Officer Dr. Terry Snow-Smith	Juvenile Board Chairperson Honorable Cheryl Lee Shannon	Report Issue Date 06/05/2015
Lead TJJD Staff Caleb Walker		Additional TJJD Staff Bernardo Saenz, Ameli Pena, Jackie Alexander, Rachael Kapur (Desk Review)	

The Texas Juvenile Justice Department (TJJD) is required by statute to annually inspect all public and private juvenile pre-adjudication secure detention facilities, post-adjudication secure correctional facilities, and non-secure correctional facilities in each Texas county pursuant to Texas Family Code Sections 51.12, 51.125 and 51.126. TJJD is mandated to provide a report indicating whether the facility is suitable or unsuitable for the confinement of children in accordance to minimum professional standards for the confinement of children promulgated by TJJD contained in Title 37, Texas Administrative Code Chapter 343. This standards compliance report fulfils the mandates of Texas law.

TJJD Facility Suitability Determination

TJJD is statutorily required to determine "suitability" of juvenile facilities. The determination of suitability relates solely to a facility's compliance with state minimum standards for pre-adjudication detention facilities, post-adjudication correctional facilities and non-secure correctional facilities. TJJD expresses no opinion nor determination in this report related to other key performance measures that may be useful and appropriate indicators of facility performance (e.g., recidivism, etc.).

Pursuant to Texas Family Code Section 51.12 (pre) and Section 51.125 (post) and based on the objective assesment of standard compliance of the DR. JEROME MCNEIL JR. DETENTION CENTER (PRE), the Texas Juvenile Justice Department deems this facility as SUITABLE for the confinement of children.	
Pursuant to Texas Family Code Section 51.12 and Section 51.125 and based on the objective assessment of standard compliance of the DR. JEROME MCNEIL JR. DETENTION CENTER (PRE), the Texas Juvenile Justice Department deems this facility as SUITABLE for the confinement of children, pending the development, approval, successful completion and verification of the Facility's overall program improvement plan (PIP). The required PIP shall be submitted on or before 6/15/2015.	Yes
Pursuant to Texas Family Code Section 51.12 and Section 51.125 and based on the objective assessment of standard compliance of the DR. JEROME MCNEIL JR. DETENTION CENTER (PRE), the Texas Juvenile Justice Department deems this facility as UNSUITABLE for the confinement of children.	

Comments

The Texas Juvenile Justice Department conducted a regularly scheduled standards compliance monitoring visit.

Technical Assistance

The facility was provided Corrective Technical Assistance on the following standards:

Corrective Technical Assistance is a pointed instruction or advice on how to correct potential standards non-compliance.

The facility was provided Discretionary Technical Assistance on the following standards:

343.308 Mealtime Prohibitions
343.280 Formal Disciplinary Review Process
343.282 Resident Appeals

Discretionary Technical Assistance is a recommendation that is limited to suggested best practices or TJJD staffs' professional observations about other departments' innovative practices, compliance strategies, etc.

The technical assistance provided is embedded in the finding for each corresponding standard.

Standards in Non-Compliance**Standard 343.224****Description**

343.224. Alternate Power Source. (a) The facility shall have at least one alternate source of electrical power that provides for the simultaneous operation of life safety systems, including: (1) emergency lighting other than flashlights; (2) illuminated emergency exit lights and signs; (3) emergency audible communication systems and equipment; (4) fire detection and alarm systems; (5) ventilation and smoke management systems; and (6) all secure door-locking mechanisms which operate exclusively on electric current. (b) The alternate power source system (i.e., the alternate power source and the required life safety system) shall be tested at least once every 15 calendar days to ensure the system is in working condition. (c) The alternate power source system shall be inspected at least once each year, no later than the last day of the calendar month of the previous year's inspection. This inspection must be completed by a person with qualifications established through work experience, relevant training, specialized licensure, or certification. (d) Each test and inspection of the alternate power source system shall be documented and include the test date and test results. (e) If any malfunctions or maintenance needs of the alternate power source system are identified during a test or at any other time and are not corrected immediately, a written maintenance request shall be immediately submitted to the appropriate personnel. (f) The facility shall maintain a log to document all tests, inspections, and maintenance performed on the alternate power source. (g) If a facility uses multiple alternate power sources (i.e., gas- or diesel-powered emergency generator and a battery backup), all of the alternate power sources shall be considered part of the alternate power source system.

Findings**Non-Compliant Component:**

Facility staff were unable to provide documentation that the facility's required life safety systems were tested at least once every 15 calendar days to ensure the system is in working condition as required by subsection (b) of this standard.

Compliant Components:

The facility administrator completed the FY 2015 Facility Administrator Questionnaire which included question(s) regarding the requirements of this standard and no areas of concern were identified. No areas of concern were identified.

TJJD staff reviewed the facility maintenance logs for the alternate power sources that operates the life safety systems and determined that the alternate power source were tested at least every 15 calendar days. All deficiencies found during the tests performed were corrected.

TJJD staff reviewed the annual inspection of the alternate power sources and the life safety systems to determine compliance with this standard. The current year's inspection of the facility's alternate power sources was conducted by County Maintenance employees on 02/18/15, which was completed by the last day of the same calendar month as the previous year's inspection, dated 02/20/14.

The current year's inspections of the facility's life safety systems were conducted as follows:

Alarm and detection systems were inspected by Billy Adams (APi Systems) on 11/21/14, which was completed by the last day of the same calendar month as the previous inspection, dated 12/13/13.

Emergency lighting, exit signs, ventilation and smoke management systems were inspected by County Maintenance employees on 02/18/15, which was completed by the last day of the same calendar month as the previous inspection, dated 02/20/14.

Emergency audible communication systems (hand-held radio's) are inspected on a daily basis by facility staff.

Standard 343.238**Description**

Texas Administrative Code Pre-Adjudication Detention Facilities

343.238. Hazardous Materials. (a) The facility shall maintain a list of all hazardous materials used in the facility and the Material Safety Data Sheet (MSDS) for each hazardous material. (b) Hazardous materials shall not be stored in the housing area of the facility. (c) Except as noted in subsection (d) of this section, the facility shall prohibit the use of all hazardous materials by residents. (d) Residents may use cleaning agents and paint only if: (1) access and use of the paint and/or cleaning agents by residents is strictly controlled and supervised by a juvenile supervision officer; (2) the residents are instructed on the use of the hazardous material and the proper equipment as identified by the MSDS; (3) the residents are provided the proper safety equipment identified by the MSDS; and (4) use of the hazardous material is part of a routine housekeeping or maintenance assignment. (e) Any use of hazardous materials shall be according to the manufacturer's instructions. (f) All staff whose responsibilities include the use of hazardous materials shall: (1) be made aware of the location of the MSDS; and (2) follow the prescribed guidelines in the MSDS.

Findings**Non-Compliant Component:**

During the tour of the facility, TJJD staff found (Zep Odorstroyer, Zep formula 2574, Zep DZ-7) cleaning supplies stored on the housing units 6 A-E in a janitors closet. As required by element (b) of this standard, hazardous materials shall not be stored in the housing area of the facility.

Compliant Components:

TJJD staff verified that the facility maintains a MSDS for all hazardous materials stored in the facility. In addition, TJJD staff interviewed nine residents and confirmed that residents are provided instruction on the use of hazardous materials for cleaning purposes and are appropriately supervised while using these materials.

TJJD staff also interviewed two juvenile supervision officers and determined that only the facility staff is allowed to handle hazardous materials in the facility except as noted in subsection (d) of this section.

Standard 343.400**Description**

343.400. Intake and Admission. (a) An intake officer or other person authorized by the juvenile board shall be on duty at the facility or on call 24 hours per day and shall perform the duties and responsibilities associated with determining whether the juvenile should be detained or released as required by Texas Family Code §53.01. (b) Each facility shall have written policies and procedures addressing the admission of juveniles who are in need of emergency medical care due to injury, illness, or intoxication or who are in need of emergency mental health intervention. (1) Anyone presented for admission into detention who is in need of emergency medical care due to injury, illness, or intoxication, or who is in need of emergency mental health intervention shall not be admitted into detention. (2) The referring person shall be directed to a health care facility to have the individual evaluated and treated. (3) Subsequent admission into detention is contingent upon written medical clearance from a health care provider or mental health provider. (c) Each facility shall have written policies and procedures addressing intoxicated or chemically impaired juveniles being admitted into detention and their need for specialized supervision. (d) A juvenile who has been taken into custody by law enforcement and presented for detention at a secure pre-adjudication detention facility shall: (1) be supervised at all times by the law enforcement officer who presented the juvenile for detention or by appropriate facility staff (e.g., intake officer, juvenile supervision officer, etc.) until an admission decision is made; and (2) be: (A) admitted into detention as soon as possible but no later than six hours from the time of entry; or (B) released to a responsible party no later than six hours from the time of entry. (e) The supervision requirement in subsection (d)(1) of this section may take place from behind an architectural barrier (e.g., glass observation window, screened window, partial wall, etc.) as long as the barrier allows for a complete and unobstructed view of the area where the resident is being held. Restroom areas within the facility are exempt from this requirement.

Findings

Texas Administrative Code Pre-Adjudication Detention Facilities

Non-Compliant Component:

TJJD staff also interviewed one intake staff regarding the procedure for all requirements of this standard. The intake officer interviewed did not indicate knowledge of the standards requirement that a youth be admitted to the facility within 6 hours from the time of entry.

Compliant Components:

The facility administrator completed the FY 2015 Facility Administrator Questionnaire which included questions regarding the requirements of this standard and no areas of concern were identified.

TJJD staff reviewed the facility's policy and procedure manual (Ch. 6, Sec. 2-3, pg. 163-167) and determined the requirements of this standard are addressed.

Standard 343.412**Description**

343.412. Orientation. (a) Each resident shall be provided a verbal orientation within six hours before or 12 hours after admission into the facility. (b) The verbal orientation shall include an explanation of the following: (1) procedures to access health care and a description of the available services; (2) resident discipline plan, including the guidelines and instructions for informal and formal disciplinary reviews and the resident appeal process; (3) grievance policies and procedures; (4) procedures to access mental health care and a description of the available services; (5) age-appropriate information about the facility's zero-tolerance policy regarding sexual abuse and sexual harassment, including: (A) prevention and intervention; and (B) reporting incidents or suspicions of sexual abuse or sexual harassment; (6) information regarding the reporting of suspected abuse, neglect, or exploitation of a child in a juvenile justice facility; and (7) the facility's policy that states the resident is ensured the right of confidentiality with regard to the items included in paragraphs (3), (5) and (6) of this subsection and will not face reprisal for participating in the procedures included in these items. (c) If the resident is not sufficiently fluent in English, arrangements shall be made to provide the resident with an orientation in the resident's primary language within 48 hours after admission. (d) When a literacy problem prevents a resident from understanding written rules, a staff member or translator shall assist the resident within 48 hours after admission. (e) The facility shall: (1) provide each resident a written copy of the orientation materials; or (2) post the orientation information in an area of the housing unit that is accessible to residents.

Findings

Non-Compliant Component:

TJJD staff observed intake orientations for two residents (C.L. and T.B.) on 6/2/15. The verbal orientation portions of the intake process did not include element (b)(2); resident discipline plan, including the guidelines and instructions for informal and formal disciplinary reviews and the resident appeal process.

Compliant Component:

TJJD staff reviewed a sample of files for residents that were admitted into the facility during the period of 04/26/14 through the first day of the monitoring visit to determine compliance with this standard. All 30 files reviewed were in full compliance.

Standard 343.414**Description**

Texas Administrative Code Pre-Adjudication Detention Facilities

343.414. Behavioral Screening. (a) Prior to placing a resident into a housing unit, the resident shall be screened for potential vulnerabilities or tendencies of acting out with sexually aggressive or assaultive behavior. Housing assignments shall be made accordingly. (b) The behavioral screening shall take into consideration the following information, if readily available: (1) age; (2) current charge(s) and offense history; (3) physical size/stature; (4) current state of mind; (5) sexual orientation; (6) prior sexual victimization or abuse; (7) level of emotional and cognitive development; (8) mental or physical disabilities; (9) intellectual or developmental disabilities; and (10) any other pertinent information. (c) The facility shall maintain documentation that shows the date the behavioral screening was completed and a written acknowledgement that available items listed in subsection (b) of this section were considered in making a housing assignment.

Findings

TJJD staff reviewed a sample of files for residents that were admitted into the facility during the period of 04/26/14 through the first day of the monitoring visit to determine compliance with this standard. One out of the 30 files reviewed was in full compliance.

The following non-compliances were identified:

The Behavioral Screening were not completed for 72 hours prior to the resident being placed in a housing unit when they were first admitted into the facility for the following residents;

DB admitted and housed on 01/21/15 Behavior Screening completed 01/24/15,
MT admitted and housed on 02/2/15 Behavior Screening completed 02/05/15,
EM admitted and housed on 01/22/15 Behavior Screening completed 01/25/15,
JQ admitted and housed on 11/20/14 Behavior Screening completed 11/23/14,
KDA admitted and housed on 05/15/14 Behavior Screening completed 05/18/14,
JR admitted and housed on 05/27/14 Behavior Screening completed 05/30/14,
JN admitted and housed on 07/03/14 Behavior Screening completed 07/06/14,
EJ admitted and housed on 03/21/15 Behavior Screening completed 03/24/15,
AS admitted and housed on 08/15/14 Behavior Screening completed 08/08/14,
SW admitted and housed on 08/01/14 Behavior Screening completed 08/14/14,
DK admitted and housed on 04/16/15 Behavior Screening completed 04/20/15,
TH admitted and housed on 06/10/14 Behavior Screening completed 06/13/14,
JM admitted and housed on 06/20/14 Behavior Screening completed 06/23/14,
DC admitted and housed on 09/30/14 Behavior Screening completed 10/03/14,
AP admitted and housed on 02/09/15 Behavior Screening completed 02/15/15,
BF admitted and housed on 05/22/14 Behavior Screening completed 05/25/14,
DE admitted and housed on 01/22/15 Behavior Screening completed 1/25/15,
BM admitted and housed on 09/20/14 Behavior Screening completed 09/23/14,
AB admitted and housed on 05/28/14 Behavior Screening completed 05/31/14,
ML admitted and housed on 03/25/15 Behavior Screening completed 03/28/15,
KA admitted and housed on 09/24/14 Behavior Screening completed 09/27/14,
TG admitted and housed on 05/19/14 Behavior Screening completed 05/22/14,
RH admitted and housed on 05/25/14 Behavior Screening completed 05/28/14,
JMRG admitted and housed on 07/11/14 Behavior Screening completed 07/14/14,
DW admitted and housed on 03/29/15 Behavior Screening completed 04/02/14,
JZ admitted and housed on 07/4/14 Behavior Screening completed 07/07/14,
ED admitted and housed on 09/28/14 Behavior Screening completed 10/01/14,
JS admitted and housed on 06/29/14 Behavior Screening completed 07/02/14,
AS admitted and housed on 09/10/14 Behavior Screening completed 09/13/14,

TEXAS JUVENILE JUSTICE DEPARTMENT
Texas Administrative Code Chapter 343 Standards Compliance Report
DALLAS COUNTY RESIDENTIAL PROGRAMS AND DRUG
TREATMENT (POST)

Facility Name			Monitoring visit Start Date
DALLAS COUNTY RESIDENTIAL PROGRAMS AND DRUG TREATMENT (POST)			06/01/2015
Facility's Physical Address		Facility Administrator	Monitoring visit End Date
2600 Lone Star Drive	Dallas TX 75212	Charlotte Edney	06/05/2015
Facility Responsible Party	Chief Juvenile Probation Officer	Juvenile Board Chairperson	Report Issue Date
Leah Probst	Dr. Terry Smith	Honorable Cheryl Lee Shannon	06/05/2015
Lead TJJD Staff		Additional TJJD Staff	
Mary Overby		J. Childs, J. Humphrey, C. Mallette, A. Omoniyi, R. Kapur (Desk Review)	

The Texas Juvenile Justice Department (TJJD) is required by statute to annually inspect all public and private juvenile pre-adjudication secure detention facilities, post-adjudication secure correctional facilities, and non-secure correctional facilities in each Texas county pursuant to Texas Family Code Sections 51.12, 51.125 and 51.126. TJJD is mandated to provide a report indicating whether the facility is suitable or unsuitable for the confinement of children in accordance to minimum professional standards for the confinement of children promulgated by TJJD contained in Title 37, Texas Administrative Code Chapter-343. This standards compliance report fulfills the mandates of Texas law.

TJJD Facility Suitability Determination

TJJD is statutorily required to determine "suitability" of juvenile facilities. The determination of suitability relates solely to a facility's compliance with state minimum standards for pre-adjudication detention facilities, post-adjudication correctional facilities and non-secure correctional facilities. TJJD expresses no opinion nor determination in this report related to other key performance measures that may be useful and appropriate indicators of facility performance (e.g., recidivism, etc.).

Pursuant to Texas Family Code Section 51.12 (pre) and Section 51.125 (post) and based on the objective assesment of standard compliance of the DALLAS COUNTY RESIDENTIAL PROGRAMS AND DRUG TREATMENT (POST), the Texas Juvenile Justice Department deems this facility as SUITABLE for the confinement of children.	
Pursuant to Texas Family Code Section 51.12 and Section 51.125 and based on the objective assessment of standard compliance of the DALLAS COUNTY RESIDENTIAL PROGRAMS AND DRUG TREATMENT (POST), the Texas Juvenile Justice Department deems this facility as SUITABLE for the confinement of children, pending the development, approval, successful completion and verification of the Facility's overall program improvement plan (PIP).	Yes
Pursuant to Texas Family Code Section 51.12 and Section 51.125 and based on the objective assessment of standard compliance of the DALLAS COUNTY RESIDENTIAL PROGRAMS AND DRUG TREATMENT (POST), the Texas Juvenile Justice Department deems this facility as UNSUITABLE for the confinement of children.	

Comments

The Texas Juvenile Justice Department conducted a regularly scheduled standards compliance monitoring visit.

Technical Assistance

The facility was provided Corrective Technical Assistance on the following standards:

No corrective technical assistance provided.

Corrective Technical Assistance is a pointed instruction or advice on how to correct potential standards non-compliance.

The facility was provided Discretionary Technical Assistance on the following standards:

343.280 Formal Disciplinary Review Process

343.282 Resident Appeals

343.308 Mealtime Prohibitions

Discretionary Technical Assistance is a recommendation that is limited to suggested best practices or TJJD staffs' professional observations about other departments' innovative practices, compliance strategies, etc.

The technical assistance provided is embedded in the finding for each corresponding standard.

Standards in Non-Compliance**Standard 343.214****Description**

343.214. Data Collection. The facility administrator or chief administrative officer shall maintain and report to TJJD electronically, or in the format requested, accurate statistics in the following areas: (1) total number of grievances; (2) total number of personal restraint incidents; (3) total number of mechanical restraint incidents; (4) total number of chemical restraint incidents; (5) total number of non-ambulatory restraint incidents; (6) total number of disciplinary seclusions; and (7) total number of staff injuries resulting from interaction with residents.

Findings

During the on-site monitoring visit, TJJD staff reviewed all supporting documentation regarding the aggregate data elements reported on the 2015 Secure Juvenile Facility Registry Application to verify the accuracy of said statistics. The facility reported 24 mechanical restraints; however, supporting documentation and logs indicated 23 mechanical restraints. (4.17% error rate).

Standard 343.224**Description**

343.224. Alternate Power Source. (a) The facility shall have at least one alternate source of electrical power that provides for the simultaneous operation of life safety systems, including: (1) emergency lighting other than flashlights; (2) illuminated emergency exit lights and signs; (3) emergency audible communication systems and equipment; (4) fire detection and alarm systems; (5) ventilation and smoke management systems; and (6) all secure door-locking mechanisms which operate exclusively on electric current. (b) The alternate power source system (i.e., the alternate power source and the required life safety system) shall be tested at least once every 15 calendar days to ensure the system is in working condition. (c) The alternate power source system shall be inspected at least once each year, no later than the last day of the calendar month of the previous year's inspection. This inspection must be completed by a person with qualifications established through work experience, relevant training, specialized licensure, or certification. (d) Each test and inspection of the alternate power source system shall be documented and include the test date and test results. (e) If any malfunctions or maintenance needs of the alternate power source system are identified during a test or at any other time and are not corrected immediately, a written maintenance request shall be immediately submitted to the appropriate personnel. (f) The facility shall maintain a log to document all tests, inspections, and maintenance performed on the alternate power source. (g) If a facility uses multiple alternate power sources (i.e., gas- or diesel-powered emergency generator and a battery backup), all of the alternate power sources shall be considered part of the alternate power source system.

Findings

Texas Administrative Code Post-Adjudication Correctional Facilities**Non-Compliant Component:**

Facility staff were unable to provide documentation that the facility's required life safety systems were tested at least once every 15 calendar days to ensure the system is in working condition as required by subsection (b) of this standard.

Compliant Components:

The facility administrator completed the FY 2015 Facility Administrator Questionnaire which included question(s) regarding the requirements of this standard and no areas of concern were identified. No areas of concern were identified.

Lastly, TJJD staff reviewed the annual inspection of the alternate power sources and the life safety systems to determine compliance with this standard. The current year's inspection of the facility's alternate power sources was conducted by County Maintenance employees on 2/18/15, which was completed by the last day of the same calendar month as the previous year's inspection, dated 2/20/14.

The current year's inspections of the facility's life safety systems were conducted as follows:

Alarm and detection systems were inspected by Billy Adams (APi Systems) on 11/21/14, which was completed by the last day of the same calendar month as the previous inspection, dated 12/13/13.

Emergency lighting, exit signs, ventilation and smoke management systems were inspected by County Maintenance employees on 2/18/15, which was completed by the last day of the same calendar month as the previous inspection, dated 2/20/14.

Emergency audible communication systems are inspected on a daily basis by facility staff.

Standard 343.238**Description**

343.238. Hazardous Materials. (a) The facility shall maintain a list of all hazardous materials used in the facility and the Material Safety Data Sheet (MSDS) for each hazardous material. (b) Hazardous materials shall not be stored in the housing area of the facility. (c) Except as noted in subsection (d) of this section, the facility shall prohibit the use of all hazardous materials by residents. (d) Residents may use cleaning agents and paint only if: (1) access and use of the paint and/or cleaning agents by residents is strictly controlled and supervised by a juvenile supervision officer; (2) the residents are instructed on the use of the hazardous material and the proper equipment as identified by the MSDS; (3) the residents are provided the proper safety equipment identified by the MSDS; and (4) use of the hazardous material is part of a routine housekeeping or maintenance assignment. (e) Any use of hazardous materials shall be according to the manufacturer's instructions. (f) All staff whose responsibilities include the use of hazardous materials shall: (1) be made aware of the location of the MSDS; and (2) follow the prescribed guidelines in the MSDS.

Findings**Non-Compliant Components:**

During a tour of the facility, TJJD staff identified a hazardous material (i.e., Expo White Board Cleaner) in the 2H storage closet that did not have a corresponding Material Safety Data Sheet (MSDS) nor was it included on the MSDS inventory list as required per subsection (a) of this standard.

Additionally, during the tour of the facility, TJJD staff found the following hazardous materials (Zep Formula 2574 Concentrated Glass Cleaner, Zep DZ-7 Neutral Disinfectant Cleaner and Expo White Board Cleaner) stored on the housing units 2A, 2B, and 2H in a secured storage closet. As required by element (b) of this standard, hazardous materials shall not be stored in the housing area of the facility.

Compliant Components:

TJJD staff interviewed four residents and confirmed that residents are provided instruction on the use of hazardous materials for cleaning purposes and are appropriately supervised while using these materials. TJJD staff also interviewed two juvenile supervision officers and determined only the facility staff is allowed to handle hazardous materials in the facility and use of hazardous materials is in according to the manufacturer's instructions.

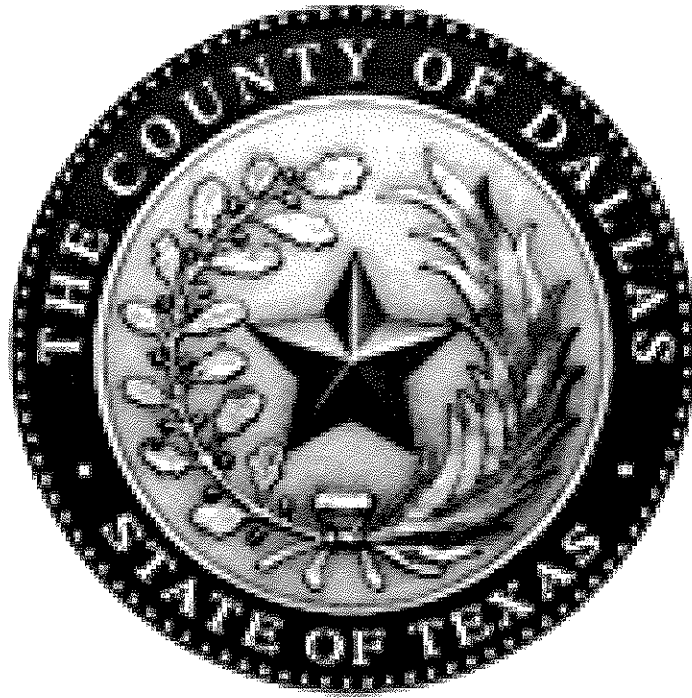
Standard 343.620**Description**

343.620. Release Procedures. Prior to the release of each resident from the facility, the authorized officer shall: (1) verify the identity of the person receiving custody; (2) do one of the following: (A) verify the release authorization documents; or (B) document the release authorization in writing if a judge or juvenile probation officer authorizes the release by telephone; (3) obtain a release signed by the individual receiving the resident's personal property; (4) provide information to a parent, legal guardian, or custodian regarding: (A) all medication prescribed while the resident was in the facility that the resident is currently taking, and the name and contact information of the prescribing physician; (B) any pending medical, mental health, or dental appointments; and (C) any present concerns regarding the resident; and (5) obtain a receipt signed by the person receiving custody of the resident.

Findings

TJJD staff reviewed a sample of files for residents released from the facility on the randomly selected calendar day 12/25/14 (modified from 12/19/14) to verify compliance with this standard. The one file reviewed was in partial compliance. The following non-compliance was identified:

Resident I.W.'s release documentation did not include the contact information of the prescribing physician as required per subsection (4)(A) of this standard.



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: August 24, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Re: 2015 Annual Review of Dallas County Juvenile Detention Center Policies and Procedures

BACKGROUND OF ISSUE

Texas Juvenile Justice Department standards mandate the Juvenile Board to adopt written policies and procedures, and mandate the Chief Probation Officer to enforce and annually review those policies and procedures adopted by the juvenile board:

§341.3 Policy and Procedures

(b) Department Policies. The juvenile board must adopt written department policies and procedures...

§341.9 Policy and Procedure Manual

(a) The chief administrative officer must develop, maintain, and enforce a policy and procedure manual for the juvenile probation department, which must include the policies and procedures of the juvenile probation department as adopted by the juvenile board. The chief administrative officer must also ensure the daily juvenile probation department practice conforms to the policies and procedures detailed in the manual.

(b) The chief administrative officer must provide all employees with a copy of or access to the policy and procedure manual, review the manual at least once every 365 calendar days, maintain documentation of this review, and update the manual as necessary.

§343.204. Facility Governing Board. Each facility shall have a governing board that functions in an oversight capacity to the facility. The governing board shall be a governmental unit or a board of trustees appointed by the governmental unit that establishes and operates or contracts for the establishment and operation of the facility. The

governing board for the facility shall provide oversight of facility operations, policies and procedures.

§343.208. Policy, Procedure, and Practice. The governing board of the facility shall require that written policies and procedures exist governing the operation of all secure juvenile pre-adjudication detention and post-adjudication correctional facilities in the county. The policies, procedures, and practices of the facility shall include:

(1) a policy in the following areas strictly prohibiting:

(A) physical, sexual or emotional abuse, neglect or exploitation of a resident by any individual having contact with a resident of the facility;

(B) youth-on-youth sexual conduct between residents;

(C) violations of the juvenile supervision officer code of ethics and code of conduct as outlined in Chapter 345 of this title;

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

- (D) violations of any professional code of ethics or conduct by any individual providing services to or having contact with residents of the facility; and
- (2) a zero tolerance policy and practice regarding sexual abuse in accordance with the Prison Rape Elimination Act of 2003 that provides for administrative and/or criminal disciplinary sanctions.

DISCUSSION

The Juvenile Department is presenting the Dallas County Juvenile Detention Center Policies and Procedures for annual review and approval of the Juvenile Board. The 2015 policies and procedures manual was totally revised due to TJJD chapter 343 standard changes effective January 1, 2015.

STRATEGIC PLAN COMPLIANCE

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*.

LEGAL ISSUES

The current changes to the Dr. Jerome McNeil Jr. Juvenile Detention Center Policies and Procedures were reviewed and approved as to form by Mrs. Denika Caruthers, Administrative Legal Advisor and Quality Assurance Supervisor, Ms. Leah Probst. A redline copy of the Policies and Procedures manual is available for Juvenile Board review.

RECOMMENDATION

It is respectfully recommended that the Juvenile Board approve the 2015 Policies and Procedures for the Dallas County Juvenile Detention Center. It is furthermore recommended that the Juvenile Board authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed and pending approval by the Juvenile Board at the next regularly scheduled meeting.

Respectfully submitted by:



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

JUVENILE BOARD ORDER

ORDER NO: 2015 - xxx
DATE: August 24, 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 24th day of August, 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,** standards published by the Texas Juvenile Justice Department (TJJD) mandate that juvenile boards adopt written department policies and procedures; and
- WHEREAS,** TJJD standards also mandate Juvenile Boards to approve policies and procedures for a facility or approve the policies and procedures of a private provider operating a facility within its county under contract with the juvenile board and/or the county; and
- WHEREAS,** TJJD standards further mandate the Chief Administrative Officer to review the policies and procedures manual on an annual basis and update it as necessary; and
- WHEREAS,** the Department is presenting the Dallas County Juvenile Detention Center policies and procedure manual for its annual review; and
- WHEREAS,** the Dallas County Juvenile Detention Center policies and procedures were totally revised due to chapter 343 standard changes effective January 1, 2015; 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 2015 Dallas County Juvenile Detention Center Policies and Procedures.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board authorizes the Director of Juvenile Services or designee to modify any policy and procedure as needed, upon review and approval by Dallas County Legal Advisor and pending approval by the Juvenile Board at the next regularly scheduled meeting.

DONE IN OPEN BOARD MEETING this 24th day of August, 2015.

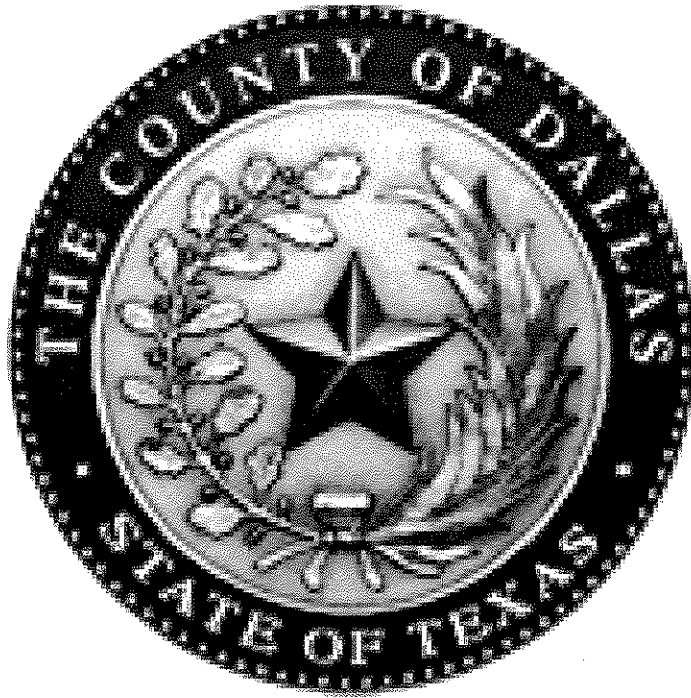
The foregoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of _ for the motion and _ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



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: August 24, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Re: 2015 Annual Review of Dallas County START/RDT Programs Policies and Procedures Manual

BACKGROUND OF ISSUE:

Texas Juvenile Justice Department standards mandate the juvenile board to adopt written policies and procedures, and mandate the chief probation officer to enforce and annually review those policies and procedures adopted by the juvenile board:

§341.3 Policy and Procedures

(b) Department Policies. The juvenile board must adopt written department policies and procedures...

§341.9 Policy and Procedure Manual

(a) The chief administrative officer must develop, maintain, and enforce a policy and procedure manual for the juvenile probation department, which must include the policies and procedures of the juvenile probation department as adopted by the juvenile board. The chief administrative officer must also ensure the daily juvenile probation department practice conforms to the policies and procedures detailed in the manual.

(b) The chief administrative officer must provide all employees with a copy of/or access to the policy and procedure manual, review the manual at least once every 365 calendar days, maintain documentation of this review, and update the manual as necessary.

§343.204. Facility Governing Board. Each facility shall have a governing board that functions in an oversight capacity to the facility. The governing board shall be a governmental unit or a board of trustees appointed by the governmental unit that establishes and operates or contracts for the establishment and operation of the facility. The governing board for the facility shall provide oversight of facility operations, policies and procedures.

§343.208. Policy, Procedure, and Practice. The governing board of the facility shall require that written policies and procedures exist governing the operation of all secure juvenile pre-adjudication detention and post-adjudication correctional facilities in the county. The policies, procedures, and practices of the facility shall include:

(1) a policy in the following areas strictly prohibiting:

(A) physical, sexual or emotional abuse, neglect or exploitation of a resident by any individual having contact with a resident of the facility;

(B) youth-on-youth sexual conduct between residents;

(C) violations of the juvenile supervision officer code of ethics and code of conduct as outlined in Chapter 345 of his title;

(D) violations of any professional code of ethics or conduct by any individual providing services to or having contact with residents of the facility; and (2) a zero tolerance policy and practice regarding sexual abuse in

**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

accordance with the Prison Rape Elimination Act of 2003 that provides for administrative and/or criminal disciplinary sanctions.

DISCUSSION

The Juvenile Department is presenting the START/RDT Policies and Procedures for annual review and approval by the Juvenile Board. The 2015 policies and procedures manual was totally revised due to TJJD chapter 343 standard changes effective January 1, 2015.

STRATEGIC PLAN COMPLIANCE

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*.

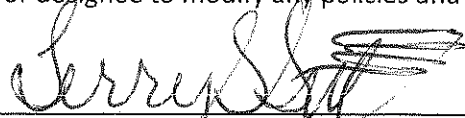
LEGAL ISSUES

The Policies and Procedures were reviewed and approved as to form by Mrs. Denika Caruthers, Administrative Legal Advisor and Quality Assurance Supervisor, Ms. Leah Probst. A redline copy of the START/RDT Program Policies and Procedures manual is available for Juvenile Board review.

RECOMMENDATION

It is respectfully recommended that the Juvenile Board approve the 2015 Policies and Procedures Manual for the START/RDT Post Adjudication Program. It is furthermore recommended that the Juvenile Board authorize the Director of Juvenile Services or designee to modify any policies and procedures as needed.

Respectfully submitted by:



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

JUVENILE BOARD ORDER

ORDER NO: 2015-xxx
DATE: August 24, 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 24th day of August, 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,** standards published by the Texas Juvenile Justice Department (TJJD) mandate that juvenile boards adopt written department policies and procedures; and
- WHEREAS,** TJJD standards also mandate Juvenile Boards to approve policies and procedures for a facility or approve the policies and procedures of a private provider operating a facility within its county under contract with the juvenile board and/or the county; and
- WHEREAS,** TJJD standards further mandate the Chief Administrative Officer to review the policies and procedures manual on an annual basis and update it as necessary; and
- WHEREAS,** the Department is presenting the START/RDT programs policy and procedure manual for its annual review; and
- WHEREAS,** the 2015 revision of the START/RDT Programs Policies and Procedures Manual was totally revised due to chapter 343 standard changes effective January 1, 2015; 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 2015 START/RDT Programs Policies and Procedures.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board authorizes the Director of Juvenile Services or designee to modify any policy and procedure as needed, upon review and approval by Dallas County Legal Advisor.

DONE IN OPEN BOARD MEETING this 24th day of August 2015.

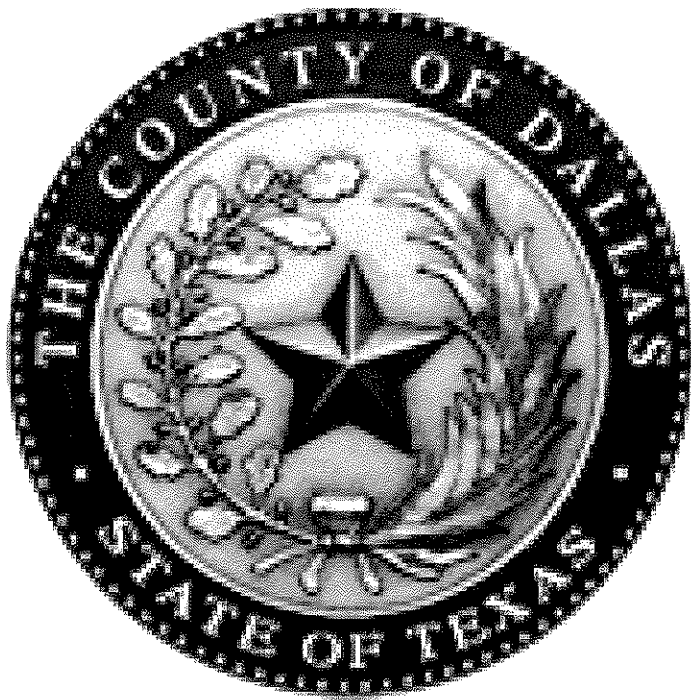
The foregoing Juvenile Board Order was lawfully moved by _____, and seconded by _____, and duly adopted by the Juvenile Board on a vote of _ for the motion and _ opposed.

Recommended by:

Approved by:

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

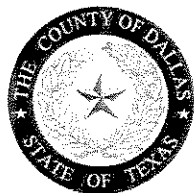
Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



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: August 24, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Re: Certification of the Marzelle C. Hill Transition Center

Background of Issue

Section 51.126 of the Texas Family Code sets guidelines for inspection of non-secure correctional facilities by the Juvenile Judges and Juvenile Board:

Sec. 51.126. NON-SECURE CORRECTIONAL FACILITIES.

(b) In each county, each judge of the juvenile court and a majority of the members of the juvenile board shall personally inspect, at least annually, all non-secure correctional facilities that are located in the county and shall certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facility or facilities are suitable or unsuitable for the confinement of children. In determining whether a facility is suitable or unsuitable for the confinement of children, the juvenile court judges and juvenile board members shall consider:

- (1) current monitoring and inspection reports and any noncompliance citation reports issued by the Texas Juvenile Justice Department, including the report provided under Subsection (c), and the status of any required corrective actions; and*
- (2) the other factors described under Sections 51.12(c)(2)-(7).*

Section 51.12(c) (2)-(7)

- (2) current governmental inspector certification regarding the facility's compliance with local fire codes;*
- (3) current building inspector certification regarding the facility's compliance with local building codes;*
- (4) for the 12-month period preceding the inspection, the total number of allegations of abuse, neglect, or exploitation reported by the facility and a summary of the findings of any investigations of abuse, neglect, or exploitation conducted by the facility, a local law enforcement agency, and the Texas Juvenile Justice Department;*
- (5) the availability of health and mental health services provided to facility residents;*
- (6) the availability of educational services provided to facility residents*
- (7) the overall physical appearance of the facility, including the facility's security, maintenance, cleanliness, and environment.*

Current Texas Juvenile Justice Department (TJJD) contract regulations require juvenile departments that operate or contract for the operation of facilities to comply with TJJD's minimum standards for non-secure correctional facilities, as appropriate, to receive Texas Juvenile Justice Department funding. The purpose of this brief is to

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

recommend that the Juvenile Board certify the Marzelle C. Hill Transition Center as suitable for the confinement of children in accordance with the guidelines established by the Texas Legislature. The Marzelle C. Hill Center underwent its first TJJD monitoring visit on June 1-June 5, 2015. It is to be noted that the facility was deemed as suitable for the confinement of children. ***Please see attached report.**

Impact on Operations

The Marzelle C. Hill Transition Center, located at the Henry Wade Juvenile Justice Center complex, provides temporary or transitional residential care and supervision for 48 youth, ages 10-17, who are deemed appropriate for the Hill Center setting by the Court. Residents at the Hill Center are either awaiting court disposition, re-entry into the community, or available space in a long-term placement facility. Educational, psychological and recreational services are provided by the Juvenile Department's professional staff. Medical services are provided by Parkland Hospital personnel. Spiritual, social and tutoring services are provided by dedicated community volunteers. In 2014, the Hill Center served a total of 536 residents for an average length of stay of 29 days, and an average daily population of 40 residents. The facility is registered with the Texas Juvenile Justice Department.

Strategic Plan Compliance

This request conforms to the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the strategy to *maximize the effectiveness of the County's criminal justice resources*. Specifically, the current request aligns crime prevention goals with other governmental entities as well as represents *effective allocation of juvenile justice resources around Dallas County*.

Legal Information

Section 51.126 of the Texas Family Code requires each judge of the juvenile court and a majority of the members of the Juvenile Board to personally inspect the Marzelle C. Hill Transition Center and certify in writing that the facility is suitable for the confinement of children.

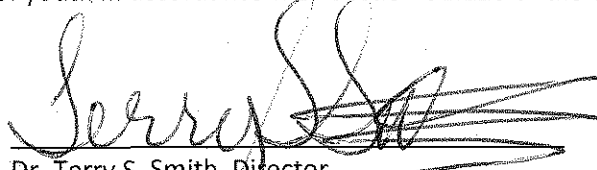
Financial Impact/Considerations

Juvenile facilities found to be out of compliance with TJJD standards, and who fail to correct deficiencies after a reasonable time, may have state funding reduced or suspended. The current per diem cost for the Marzelle Hill Transition facility is \$136.01, based on a 2015 fiscal year average daily population of 42 children per day with the operating budget of \$2,206,251. This has been verified by Rhonda Gilliam, Business Manager.

Recommendation

It is recommended that the Dallas County Juvenile Board certify the Marzelle C. Hill Transition Center as suitable for the confinement of youth in accordance with Section 51.126 of the Texas Family Code.

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: August 24, 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 24th day of August, 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, Section 51.126 of the Texas Family Code sets guidelines for inspection of non-secure correctional facilities by the Juvenile Judges and Juvenile Board, and mandates each judge of the juvenile court and a majority of the members of the juvenile board to personally inspect the juvenile non- secure correctional facilities located in the County at least annually and to certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facility or facilities are suitable or unsuitable for the confinement of children; and

WHEREAS, Section 51.126 of the Texas Family Code adds that in determining whether a facility is suitable or unsuitable for the confinement of children, the juvenile court judges and juvenile board members shall consider current monitoring and inspection reports, any noncompliance citation reports issued by the Texas Juvenile Justice Department, the status of any required corrective actions, and current governmental inspector certification regarding the facility's compliance with local fire codes and local building codes, the number of allegations of abuse, neglect, or exploitation, the availability of health and mental health services, the availability of educational services, and the overall physical appearance of the facility, including the facility's security, maintenance, cleanliness, and environment; and

WHEREAS, the Juvenile Department recommends the facility be certified for 48 beds; and

WHEREAS, each judge of the juvenile court and a majority of the members of the Juvenile Board personally inspected the Marzelle C. Hill Transition Center; and

WHEREAS, as a result of that personal tour and inspection, the judges of the juvenile court and the Dallas County Juvenile Board deemed the Marzelle C. Hill Transition Center to be suitable for the confinement of children in accordance with Section 51.126 of the Texas Family Code; 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 *maximize the effectiveness of the County's criminal justice resources*.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board certifies the Marzelle C. Hill Transition Center as suitable for the confinement of children in accordance with Section 51.126 of the Texas Family Code and the Texas Juvenile Justice Department Chapter 355 Standards for Non-Secure Correctional Facilities.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board certifies 48 beds for the Marzelle C. Hill Transition Center.

DONE IN OPEN BOARD MEETING this 24th day of August, 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

TEXAS JUVENILE JUSTICE DEPARTMENT
Texas Administrative Code Chapter 355 Standards Compliance Report
MARZELLE HILL TRANSITION CENTER (NON-SECURE)

Facility Name MARZELLE HILL TRANSITION CENTER (NON-SECURE)			Monitoring visit Start Date 06/01/2015
Facility's Physical Address 2600 Lone Star Dr. Dallas TX 75212		Facility Administrator Charlotte Edney	Monitoring visit End Date 06/05/2015
Facility Responsible Party Leah Probst	Chief Juvenile Probation Officer Dr. Terry S. Smith	Juvenile Board Chairperson Honorable Cheryl Lee Shannon	Report Issue Date 06/12/2015
Lead TJJD Staff Aaron Mills		Additional TJJD Staff Nicholas Perales; Raquel Husbands; and Rachael Kapur- Desk Review	

The Texas Juvenile Justice Department (TJJD) is required by statute to annually inspect all public and private juvenile non-secure correctional facilities in each Texas county pursuant to Texas Family Code 51.126. TJJD is mandated to provide a report indicating whether the facility is suitable or unsuitable for the confinement of children in accordance to minimum professional standards for the confinement of children promulgated by TJJD contained in Title 37, Texas Administrative Code Chapter 355. This standards compliance report fulfils the mandates of Texas law.

TJJD Facility Suitability Determination

TJJD is statutorily required to determine "suitability" of juvenile facilities. The determination of suitability relates solely to a facility's compliance with state minimum standards for non-secure correctional facilities. TJJD expresses no opinion nor determination in this report related to other key performance measures that may be useful and appropriate indicators of facility performance (e.g., recidivism, etc.).

Pursuant to Texas Family Code Section 51.126 and based on the objective assesment of standard compliance of the MARZELLE HILL TRANSITION CENTER (NON-SECURE) , the Texas Juvenile Justice Department deems this facility as SUITABLE for the confinement of children.	
Pursuant to Texas Family Code Section 51.126 and based on the objective assessment of standard compliance of the MARZELLE HILL TRANSITION CENTER (NON-SECURE) , the Texas Juvenile Justice Department deems this facility as SUITABLE for the confinement of children, pending the development, approval, successful completion and verification of the Facility's overall program improvement plan (PIP).	Yes
Pursuant to Texas Family Code Section 51.126 and based on the objective assessment of standard compliance of the MARZELLE HILL TRANSITION CENTER (NON-SECURE), the Texas Juvenile Justice Department deems this facility as UNSUITABLE for the confinement of children.	

Comments

The Texas Juvenile Justice Department conducted a regularly scheduled standards compliance monitoring visit.

Technical Assistance

The facility was provided Corrective Technical Assistance on the following standards:

Corrective Technical Assistance is a pointed instruction or advice on how to correct potential standards non-compliance.

The facility was provided Discretionary Technical Assistance on the following standards:

§355.334(3) [Secure Storage-Personal Property]

§355.430(c)(1) [Supervision Requirements - Level of Supervision - Program Hours]

§355.480 [Release Procedures]

§355.626 [Facility Orientation]

§355.634 [Formal Disciplinary Review Process]

§355.636 [Appeal of Disciplinary Review]

Discretionary Technical Assistance is a recommendation that is limited to suggested best practices or TJJD staffs' professional observations about other departments' innovative practices, compliance strategies, etc.

The technical assistance provided is embedded in the finding for each corresponding standard.

Standards in Non-Compliance**Standard 355.330****Description**

355.330. Alternate Power Source. (a) The facility shall have at least one alternate source of electrical power that provides for the simultaneous operation of life safety systems including: (1) emergency lighting; (2) illuminated emergency exit lights and signs; (3) emergency audible communication systems and equipment; and (4) fire detection and alarm system. (b) The alternate power source system shall be tested at least once every 15 calendar days to ensure the system is in working condition. (c) The alternate power source system (e.g., the alternate power source and the life safety systems required to be operated) shall be inspected at least once each year, no later than the last day of the calendar month of the previous year's inspection. This inspection must be completed by a person with qualifications established through work experience, relevant training, specialized licensure, or certification. (d) Each test of the alternate power source system shall be documented and include, at a minimum, the test date and test results. (e) Any system malfunctions or maintenance needs that are identified during a test or at any other time shall require that a written maintenance request be immediately submitted to the appropriate personnel.

Findings**Non-Compliant Component:**

Facility staff were unable to provide documentation that the facility's required life safety systems were tested at least once every 15 calendar days to ensure the system is in working condition as required by subsection (b) of this standard.

Compliant Components:

The facility administrator completed the FY 2015 Facility Administrator Questionnaire which included question(s) regarding the requirements of this standard and no areas of concern were identified. No areas of concern were identified.

TJJD staff reviewed the facility maintenance logs for the alternate power sources that operates the life safety systems and determined that the alternate power source were tested at least every 15 calendar days. All deficiencies found during the tests performed were corrected.

TJJD staff reviewed the annual inspection of the alternate power sources and the life safety systems to determine compliance with this standard. The current year's inspection of the facility's alternate power sources was conducted by County Maintenance employees on 02/18/15, which was completed by the last day of the same calendar month as the previous year's inspection, dated 02/20/14.

The current year's inspections of the facility's life safety systems were conducted as follows:

Alarm and detection systems were inspected by Billy Adams (APi Systems) on 11/21/14, which was completed by the last day of the same calendar month as the previous inspection, dated 12/13/13.

Emergency lighting, exit signs, ventilation and smoke management systems were inspected by County Maintenance employees on 02/18/15, which was completed by the last day of the same calendar month as the previous inspection, dated 02/20/14.

Emergency audible communication systems (hand-held radio's) are inspected on a daily basis by facility staff.

Standard 355.334**Description**

355.334. Secure Storage Areas. (a) Cleaning Supplies. Cleaning supplies and equipment shall be stored in a locked area and not accessible to residents. (b) Restraint Devices. There shall be a location for secure storage of restraining devices and related security equipment. This equipment shall be readily accessible to authorized persons. (c) Personal Property. The Facility shall maintain written policies and procedures that addresses the process for secure storage of any personal property as needed.

Texas Administrative Code Non-Secure Facilities

Findings

Non-Compliant Finding:

During a tour of the facility, TJJD staff observed that the facility's restraint devices were being stored in an unlocked desk drawer located in supervisor's office. Additionally, the door to the supervisor which leads to the facility's large multi-purpose room (i.e., "main floor") reportedly remains propped open and doesn't have the capability of being locked. (Note: Facility staff immediately relocated the restraint devices to a locked file cabinet within the supervisors office upon being advised of the standard requirement).

Compliant Finding:

During a tour of the facility, TJJD staff determined that the cleaning supplies and equipment are stored in a locked area that is inaccessible to residents.

Discretionary Technical Assistance:

TJJD staff reviewed the facility's policies and procedures (Ch. 2, Sec. 8, pg. 48) and determined that the facility's procedures regarding the secure storage of the resident's personal property were very vague, but minimally met the requirements of the standards. Therefore, TJJD staff recommended that the facility's policy and procedure be updated to mirror the facility's actual practices regarding the process for the secure storage of residents' personal property.

Standard 355.430(c)(3)

Description

355.430. Supervision Requirements. (c) Level of Supervision. (3) Non-Program Hours. (A) A juvenile supervision officer or youth activities supervisor shall visually observe and document each resident at random intervals not to exceed 15 minutes in a SOHU. (B) A juvenile supervision officer or youth activities supervisor shall have constant visual observation of residents in a MOHU and shall document general observations of dorm activity at intervals not to exceed 30 minutes. If the physical configuration of the MOHU does not allow for constant visual observation of all residents, a juvenile supervision officer or youth activities supervisor shall visually observe and document each resident at random intervals not to exceed 15 minutes. (C) A juvenile supervision officer or youth activities supervisor shall document each visual observation made of residents. The documentation shall include the time of the observation.

Findings

TJJD staff reviewed the observation logs for the facility's seven multiple occupancy dorm rooms on the randomly selected day of 11/11/14 to determine if the required room checks were conducted in accordance with the requirements of this standard. The physical configuration of the multiple occupancy sleeping rooms do not allow for constant visual observation of all residents by the assigned juvenile supervision officer; therefore, the checks must be made in random intervals not to exceed 15 minutes.

The facility's documentation showed that the observations were being documented in non-random intervals every 15 minutes from the hours of 11 pm to 7 am, and at 30 minute non-random intervals from 8:30 pm to 11 pm.

It should be noted that the facility provided two signed affidavits from the Juvenile Supervision Officer's on duty who stated that during the hours of 11 pm to 7 am they did conduct observations in random 15 minute intervals; however, they did not document the exact time of the observation, and the activity of what was observed. Therefore, the reviewer could not verify that the observations were indeed conducted in random 15 minute intervals.

Standard 355.502(a)-(b)

Description

Texas Administrative Code Non-Secure Facilities

355.502. Mental Health Screening and Referral. (a) Screening. (1) Unless the exception in subsection (b) of this section applies, a mental health screening instrument approved by TJJD shall be administered to each resident that is admitted into the non-secure correctional facility within 24 hours after admission. Documentation of administration shall be maintained to include, at a minimum, the date and time administered and the name and title of the person administering the screening. (2) The individual administering the screening instrument is not required to be a juvenile supervision officer or a certified juvenile probation officer, but the individual shall have either received training from TJJD in administering the screening instrument or training from an individual who is documented to have received training from TJJD on administering the screening instrument. (b) Exceptions. (1) A mental health screening is not required if the referral documents that arrive with the resident contain a TJJD-approved mental health screening instrument completed within the previous 14 calendar days or a psychological evaluation or behavioral health assessment completed within the previous 365 days. However, if the resident experienced a significant event (such as adjudication or removal from his/her home county) after the mental health screening was conducted, a new screening is required within 24 hours of admission. (2) A facility that chooses to administer a clinical assessment conducted by a mental health provider within 48 hours of a resident's admission is exempted from the screening instrument required by this standard. However, if a resident is released prior to the 48-hour time frame, a mental health screening shall be conducted prior to release. (3) If the facility uses the mental health screening instrument for the suicide risk assessment required in §355.504 of this title, the mental health screening instrument shall be administered within two hours after a resident's admission into the facility. (c) Referral. A resident who scores a positive screening on the screening instrument shall be: (1) administered a secondary screening immediately to assist in clarifying the resident's need for mental health intervention; (A) If the secondary screening confirms the positive screening and that mental health intervention is warranted, then a referral shall be made to a mental health provider or licensed physician within two hours from the completion of the initial mental health screening. (B) If the secondary screening substantiates that the initial positive screening was false, then no further mental health intervention is required; or (2) referred to a qualified mental health professional within two hours for consultation to determine if further mental health intervention is warranted; (A) The facility shall maintain documentation of the consultation in the resident's file. (B) If the qualified mental health professional recommends further mental health intervention is needed, then the resident must be referred to a mental health provider or licensed physician within 48 hours; or (3) referred directly to a mental health provider or licensed physician within two hours. (d) Documentation of secondary screening and referrals specific to the juvenile's positive screening on the screening instrument shall be maintained and forwarded to the resident's supervising juvenile probation officer. (e) Documentation of referrals, completed assessments, and evaluations, including dates and times, shall be retained in the resident's file and forwarded to the resident's supervising juvenile probation officer.

Findings

Non-Compliant Component:

TJJD staff reviewed the facility's documentation of (11) residents for the sample period starting on 08/31/14 through the first day of the monitoring visit to determine compliance with this standard. Nine of the 11 files reviewed were determined to be in compliance with this standard. The following resident files were not in compliance: Two residents did not have a record of a mental health screening that was assessed within 24 hours of being admitted into the facility; However, did have a record of a MAYSI-2 that was conducted prior to admission, but was in excess of the 14 day requirement.

Resident F.C.: Admitted on 09/09/14; MAYSI-2 conducted on 08/19/14

Resident S.C.: Admitted on 09/11/14; MAYSI-2 conducted on 08/19/14

Compliant Component:

TJJD staff interviewed the facility administrator to determine the facility's procedures for releasing or forwarding the documentation required in this standard to the resident's parent, guardian, custodian or supervising juvenile probation officer. No areas of concern were identified.

Standard 355.504(g)

Description

Texas Administrative Code Non-Secure Facilities

355.504. Health Screening and Assessment. (g) Mandatory Health Assessment. Each resident shall receive a health assessment within 30 days after admission into the facility. The health assessment shall be conducted by: (1) an appropriately supervised licensed vocational nurse, a registered nurse, a nurse practitioner, a physician assistant, or a physician; or (2) a qualified and properly trained person who is operating under delegation from a physician in accordance with Texas Occupations Code §157.001, including, but not limited to, a medical assistant, emergency medical technician, or paramedic.

Findings

TJJD staff reviewed a sample of files for residents that were admitted into the facility during the period of 08/31/15 through the first day of the monitoring visit to determine compliance with this standard. 10 of the 11 files reviewed were determined to not be in compliance with the requirements of this standard. The health assessment was administered prior to admission to the facility for the following resident files:

Resident D.J. (Admission date: 09/16/14)- Date of Health Assessment: 09/09/14.

Resident R.W. (Admission date: 09/16/14)- Date of Health Assessment: 09/12/14.

Resident J.E.P. (Admission date: 09/12/14)- Date of Health Assessment: 09/10/14.

Resident N.C. (Admission date: 09/10/14)- Date of Health Assessment: 09/09/14.

Resident F.C. (Admission date: 09/09/14)- Date of Health Assessment: 08/20/14.

Resident S.C. (Admission date: 09/11/14)- Date of Health Assessment: 08/19/14.

Resident F.C. (Admission date: 09/03/14)- Date of Health Assessment: 10/19/14. Assessment conducted in excess of 30 days from date of admission.

Resident A.E. (Admission date: 09/16/14)- Date of Health Assessment: 09/15/14.

Resident M.C. (Admission date: 09/19/14)- Date of Health Assessment: 09/16/14.

Resident M.D. (Admission date: 09/09/14)- Date of Health Assessment: 08/12/14.

Compliant Component:

TJJD staff verified that each health assessment was conducted by an appropriately supervised licensed vocational nurse, a registered nurse, a nurse practitioner, a physician or a physician.

Standard 355.506**Description**

355.506. Behavioral Screening. (a) Before being assigned to housing, the juvenile shall be screened for potential vulnerabilities or tendencies of acting out with sexually aggressive or assaultive behavior. Documentation of the screening shall be maintained. Housing assignments shall be made accordingly. (b) The behavioral screening shall take into consideration and address the following information: (1) age; (2) current charge(s) and offense history; (3) physical size/stature; (4) current state of mind; (5) sexual orientation; (6) prior sexual victimization or abuse; (7) level of emotional and cognitive development; (8) physical disabilities; (9) mental disabilities, including emotional, intellectual, and developmental disabilities; and (10) any other pertinent information. (c) The admission form shall contain the date of the behavioral screening and a written acknowledgement signed by the staff member who completed the behavioral screening stating that the information in the behavioral screening was taken into consideration when making a housing assignment.

Findings

Texas Administrative Code Non-Secure Facilities

TJJD staff reviewed a sample of files for residents that were admitted into the facility during the period of 08/31/15 through the first day of the monitoring visit to determine compliance with this standard. Two of the 11 files reviewed were determined to be in compliance with the requirements of this standard. The following non-compliance items were identified:

The facility conducted a behavioral screening at the time the juvenile was admitted into intake at detention; However, there is no supporting documentation that states that a new behavioral screening was conducted at time of admission into the non-secure facility, or that the existing behavioral screening was reviewed and taken into consideration for housing assignment for the following residents: D.J.; R.W.; N.C.; F.C.; S.C.; E.F.; F.S.; M.C.; and M.D.

Standard 355.530**Description**

355.530. Suicide Prevention Plan. (a) Plan. (1) The facility shall have a written suicide prevention plan developed in consultation with a mental health provider. The mental health provider's consultation services shall be documented and retained. Acceptable documentation includes, but is not limited to, the mental health provider's written name, signature, title, and professional credentials or licensing designation (e.g., LPC, LMSW, etc.). (2) The plan shall address at least the following components: (A) definitions of moderate risk and high risk for suicidal behavior; (B) a listing of the facility-specific criteria associated with each of the two risk classifications and the identification of staff with the authority and responsibility for assigning or determining a resident's risk classification; (C) a screening methodology which shall include, at a minimum: (i) policies and procedures relating to suicide screening at intake/admission and at other times during the resident's stay at the facility; (ii) identification of the specific suicide screening instrument, specific elements of the screening process, and identification of the person(s) responsible for the screening process; (iii) specific provisions regarding the assessment of risk when a resident refuses or is unable to cooperate with the screening process; and (iv) policies and procedures relating to how completed screening information and results are used in determining a resident's risk for suicidal behavior; (D) communication protocols which shall include, at a minimum: (i) policies and procedures specific to the internal and external communications directly related to residents who have been or are currently classified as moderate risk or high risk for suicidal behavior. For purposes of this standard, communications are defined as any written or verbal communications specific to the circumstances relating to the resident's status as a moderate risk or high risk for suicidal behavior; and (ii) policies and procedures for notifying the sending agency or a mental health provider as required in §355.534 of this title for youth classified as high risk for suicidal behavior. The policies and procedures shall identify what information must be communicated, who is responsible for initiating the communication, who is required to receive the information, and how the information must be communicated (e.g., direct contact, telephone, email, etc.); (E) level of supervision for residents assigned to moderate risk or high risk for suicidal behavior; (F) policies and procedures for intervening in an active suicide attempt, which shall identify, at a minimum: (i) staff responsibilities specific to the administration of first aid (e.g., cardiopulmonary resuscitation, etc.) and emergency notification of other facility staff for assistance and contact of outside emergency medical services; (ii) the process by which emergency medical services personnel are to gain access to the facility and how they are to be guided or escorted to the resident; and (iii) any life-saving and emergency equipment (e.g., first aid kit, Ambu-bag, rescue tools, ladder, etc.) that will be made available for staff to use in their intervention efforts, the location of such equipment, and staff responsible for maintaining, issuing, and using the equipment; (G) reporting of resident suicides and attempted suicides: (i) to TJJD as a serious incident within the time frames established in Chapter 358 of this title; and (ii) in accordance with any other applicable state law, administrative rule, or local policy or ordinance; (H) policies and procedures for staff training on the contents and implementation of the suicide prevention plan. The policies and procedures shall address, at a minimum, the training topics, curriculum to be used, and timeline for initial training and any follow-up training; (I) housing of residents assigned to moderate risk or high risk for suicidal behavior, including removal of any dangerous objects, which may include clothing and bedding items, from the resident's presence; and (J) formal mortality reviews following a resident's suicide to examine the specific circumstances that occurred prior to, during, and after the suicide to determine if there is a need for modified policies, procedures, and physical plant configurations. The mortality review plan shall, at a minimum: (i) require a review process that is separate and distinct from any and all formal investigations (e.g., investigations conducted by the facility, law enforcement, TJJD, etc.); (ii) identify the person or position who is responsible for leading the mortality review and any other applicable review team members (identified by name, position, or agency); (iii) identify how the findings and recommendations of the mortality review are to be recorded; and (iv) identify how the findings and any subsequent recommendations are to be relayed to the facility's governing board. (b) Implementation. The facility shall implement the suicide prevention plan. All residents shall be screened and assessed for suicide risk upon admission and as necessary thereafter.

Findings

Texas Administrative Code Non-Secure Facilities

Non-Compliant Component:

TJJD staff interviewed two juvenile supervision officers, one juvenile supervision officer supervisor, and two residents all of which reported that residents identified as moderate risk for suicide are not provided any clothing modifications.

The facility's suicide prevention plan indicates that residents must have modifications to their night time clothing. The plan requires female residents be provided a t-shirt, shorts and underwear and that male residents only be provided underwear.

Element (b) of this standard requires that the facility implement their suicide prevention plan.

Compliant Component:

TJJD staff reviewed the facility's suicide prevention plan and determined that it addressed the requirements of this standard. Additionally, TJJD staff reviewed the facility's suicide prevention plan and the documented consultation with Dr. Ciondria Jones, PsyD, and Dr. Leilani Hinton, PhD (mental health providers). However, the facility fails to be in accordance with TAC Standard 355.530, which states: the facility's staff is to follow the Suicide Prevention Plan implemented as outlined in facility policy.

Standard 355.632**Description**

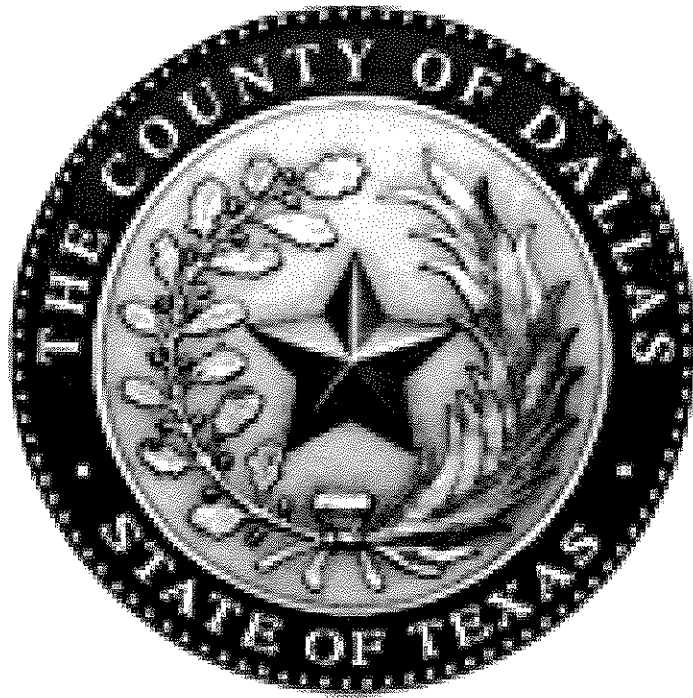
355.632. Formal Disciplinary Reviews for Major Rule Violations. Residents who are charged with a major rule violation shall receive a formal disciplinary review unless waived in writing by the resident. The formal disciplinary review shall occur within ten calendar days after the date the resident received notice of the violation.

Findings

TJJD staff reviewed the facility's documentation for the sample period beginning on 08/31/15 through the first day of the monitoring visit to determine compliance with this standard. Eight out of the ten resident files reviewed were determined to be not applicable with the requirements of this standard because those residents were discharged from the facility before the review was required. The following non-compliances were identified:

Resident C.K.- the resident received notice of the violation on 02/05/15 and the review was completed on 02/16/15

Resident D.N.- the resident received notice of the violation on 02/05/15 and the review was completed on 02/16/15



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: August 24, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Dallas County Juvenile Department
Re: 2015 Annual Review of Marzelle C. Hill Center Policies and Procedures

BACKGROUND OF ISSUE

Texas Juvenile Justice Department standards mandate the Juvenile Board to adopt written policies and procedures, and mandate the Chief Probation Officer to enforce and annually review those policies and procedures adopted by the juvenile board:

§341.3 Policy and Procedures

(b) Department Policies. The juvenile board must adopt written department policies and procedures...

§341.9 Policy and Procedure Manual

(a) The chief administrative officer must develop, maintain, and enforce a policy and procedure manual for the juvenile probation department, which must include the policies and procedures of the juvenile probation department as adopted by the juvenile board. The chief administrative officer must also ensure the daily juvenile probation department practice conforms to the policies and procedures detailed in the manual.

(b) The chief administrative officer must provide all employees with a copy of or access to the policy and procedure manual, review the manual at least once every 365 calendar days, maintain documentation of this review, and update the manual as necessary.

§355.400. Policy, Procedure, and Practice.

The facility shall have written policies and procedures governing its operation. The policies, procedures, and practices of the facility shall include, at a minimum:

(1) a policy in the following areas strictly prohibiting:

(A) physical, sexual or emotional abuse, neglect, or exploitation of a resident by any individual having contact with a resident of the facility;

(B) youth-on-youth sexual conduct between residents;

(C) violations of the juvenile supervision officer code of ethics as outlined in Chapter 345 of this title. For purposes of this chapter, the code of ethics in Chapter 345 applies to all direct care personnel;

(D) violations of any professional code of ethics or conduct by any individual providing services to or having contact with residents of the facility; and

(2) a zero-tolerance policy and practice regarding sexual abuse in accordance with the Prison Rape Elimination Act of 2003 that provides for administrative and/or criminal disciplinary sanctions.

**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

§355.412. Duties of Facility Administrator.

(c) The facility administrator shall develop, implement, and maintain a policy and procedure manual for the facility and shall ensure the daily facility practice conforms to the policies and procedures detailed in the manual.

(d) The facility administrator shall review the facility's policy and procedure manual at least once each year, no later than the last day of the calendar month of the previous year's review, and maintain documentation of this review.

DISCUSSION

The 2015 policies and procedures manual was refined in preparation for the initial Chapter 355 TJJD monitoring visit. The Juvenile Department is presenting the Marzelle C. Hill Center Policies and Procedures for annual review and approval of the Juvenile Board.

STRATEGIC PLAN COMPLIANCE

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*.

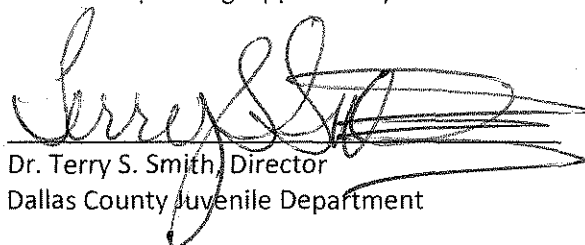
LEGAL ISSUES

The current changes to the Marzelle C. Hill Center Policies and Procedures were reviewed and approved as to form by Mrs. Denika Caruthers, Administrative Legal Advisor and Quality Assurance Supervisor, Ms. Leah Probst. A redline copy of the Marzelle Hill Center Program Policies and Procedures manual is available for Juvenile Board review.

RECOMMENDATION

It is respectfully recommended that the Juvenile Board approve the 2015 Policies and Procedures for the Marzelle C. Hill Center. It is furthermore recommended that the Juvenile Board authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed, upon review and approval by Dallas County Legal Counsel and pending approval by the Juvenile Board at the next regularly scheduled meeting.

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: August 24, 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 24th day of August, 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

WHEREAS, standards published by the Texas Juvenile Justice Department (TJJD) mandate that juvenile boards adopt written department policies and procedures; and

WHEREAS, TJJD standards also mandate Juvenile Boards to approve policies and procedures for a facility or approve the policies and procedures of a private provider operating a facility within its county under contract with the juvenile board and/or the county; and

WHEREAS, TJJD standards further mandate the Chief Administrative Officer to review the policies and procedures manual on an annual basis and update it as necessary; and

WHEREAS, the Juvenile Department is presenting the Marzelle C. Hill Center Policies and Procedures for annual review and approval of the Juvenile Board. The 2015 policies and procedures manual was refined in preparation for the initial Chapter 355 TJJD monitoring visit.

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 2015 Marzelle C. Hill Transition Center Policies and Procedures.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board authorizes the Director of Juvenile Services or designee to modify any policy and procedure as needed, upon review and approval by Dallas County Legal Counsel and pending approval by the Juvenile Board at the next regularly scheduled meeting.

DONE IN OPEN BOARD MEETING this 24th day of August, 2015.

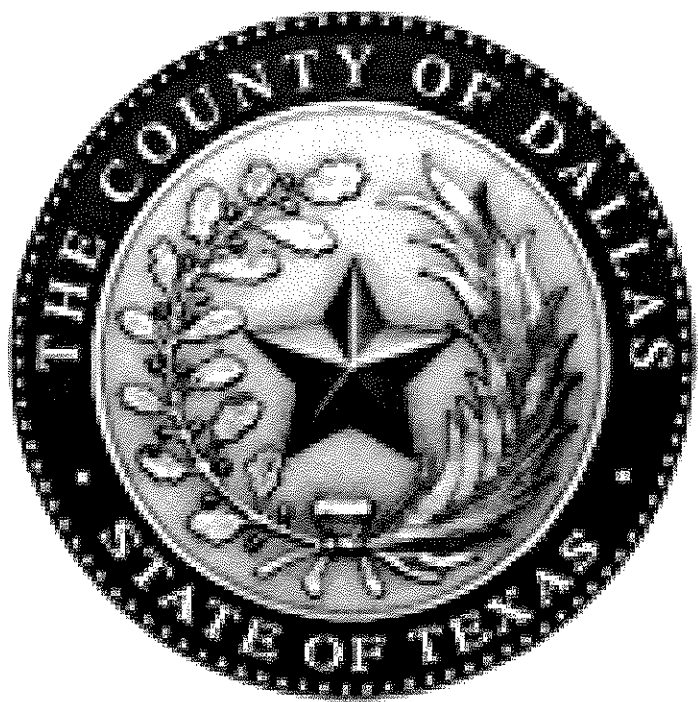
The foregoing Juvenile Board Order was lawfully moved by _____, and seconded by _____, and duly adopted by the Juvenile Board on a vote of _ for the motion and _ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



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: August 24, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Juvenile Justice Alternative Education Program (JJAEP) Policies and Procedures Manual

Background of Issue:

The Juvenile Board is the legally authorized body of officials who manage the Dallas County Juvenile Department (Texas Human Resource Code §152.0631(e)). The Juvenile Board is authorized under the Texas Human Resource Code §152.0631(e) to set policies and procedures for the Juvenile Probation Department and other departments, facilities and organizations under the Board's jurisdiction.

The purpose of Texas Administrative Code (TAC) §348.101 is to establish minimum operational, programmatic, and educational standards for juvenile justice alternative education programs (JJAEP) in Texas.

TAC §348.104 - Program Administration and Organization (a) Policy:

- 1) The Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) shall have written policies and procedures that govern all facets of the operation of the program.
- 2) The JJAEP shall be operated according to current written policies and procedures which address personnel, administration, programming, training, and standards under this chapter.

Furthermore, all standards requiring written policies and procedures are expected to be implemented and practiced.

Impact on Operations and Maintenance:

The policies and procedures manual will provide a framework which must be followed to ensure the Juvenile Justice Alternative Education Program (JJAEP) is upholding the standards of the Texas Juvenile Justice Department (TJJD), laws and adopting best practices in the area of education. The Juvenile Justice Alternative Education Program (JJAEP) ensures that all policies and procedures are followed.

Strategic Compliance:

The Juvenile Justice Alternative Education Program (JJAEP) policies and procedures manual and its contents conform to the Dallas County Strategic Plan – Vision 3 Dallas County is *safe, secure, and prepared by leveraging impact in the County by implementing best practices.*

Legal Information:

The Juvenile Justice Alternative Education Program (JJAEP) policies and procedures manual has been approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Administrative Legal Advisor and Quality Assurance by Ms. Maritza Almanza.

Financial Impact/Considerations:

There is no financial impact to the county.

Performance Impact Measures:

There are no specific performance measures

Recommendation:

It is respectfully recommended that the Dallas County Juvenile Board approve the Juvenile Justice Alternative Education Program (JJAEP) policies and procedures manual for the Juvenile Justice Alternative Education Program (JJAEP) School.

Recommended by:


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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: August 24, 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 24th day of August 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 the legally authorized body of officials who manage the Dallas County Juvenile Department (Texas Human Resource Code §152.0631(e). The Juvenile Board is authorized under the Texas Human Resource Code §152.0631(e) to set policies and procedures for the Juvenile Probation Department and other departments, facilities and organizations under the Board's jurisdiction; and

WHEREAS, the purpose of Texas Administrative Code (TAC) §348.101 is to establish minimum operational, programmatic, and educational standards for juvenile justice alternative education programs (JJAEP) in Texas.

TAC §348.104 - Program Administration and Organization (a) Policy:

- 1) The Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) shall have written policies and procedures that govern all facets of the operation of the program.
- 2) The JJAEP shall be operated according to current written policies and procedures which address personnel, administration, programming, training, and standards under this chapter; and

WHEREAS, furthermore, all standards requiring written policies and procedures are expected to be implemented and practiced; and

WHEREAS, the policies and procedures manual will provide a framework which must be followed to ensure the Juvenile Justice Alternative Education Program (JJAEP) is upholding the standards of the Texas Juvenile Justice Department (TJJD), laws and adopting best practices in the area of education. The Juvenile Justice Alternative Education Program (JJAEP) ensures that all policies and procedures are followed; and

WHEREAS, the Juvenile Justice Alternative Education Program (JJAEP) Policies and Procedure and its contents conform to the Dallas County Strategic Plan – Vision 3 Dallas County is *safe, secure, and prepared by leveraging impact in the County by implementing best practices; and*

WHEREAS, it is respectfully recommended that the Dallas County Juvenile Board approve the Juvenile Justice Alternative Education Program (JJAEP) Policies and Procedures Manual for the Juvenile Justice Alternative Education Program (JJAEP) School.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Dallas County Juvenile Justice Alternative Education Program (JJAEP) Policies and Procedures for the 2015-2016 school year.

DONE IN OPEN BOARD MEETING this 24th day of August 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

DALLAS COUNTY JUVENILE DEPARTMENT



JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (J.J.A.E.P.)

POLICIES AND PROCEDURES MANUAL

2015 -2016

**1673 Terre Colony Ct.
Dallas, Texas 75212
214.637.6136 Main Phone
214.637.6130 Fax**

**Karen Ramos
Deputy Director of Education Services**

TABLE OF CONTENTS

Governing Bodies	Page 3
J.J.A.E.P. Administrator	Page 4
Personnel	Pages 5 – 20
Training	Page 21
TJJD Code of Ethics	Pages 22 – 23
TEA Code of Ethics	Pages 24 – 26
Volunteers, Interns & Mentors	Pages 27 – 30
Tampering with Governmental Record	Pages 31 – 32
Prohibited Weapons	Page 33
GLBTQ Policy	Pages 34 – 35
Research Programs	Page 36
Abuse, Neglect and Exploitation	Pages 37 – 47
Prison Rape Elimination Act	Pages 48 – 63
Medication Administration	Pages 64 – 65
Restraints	Pages 66 - 68
Truancy	Pages 69 - 70
Data Collection	Pages 71 – 72
Emergency Preparedness Plan	Pages 73 – 79
Fire Drills	Page 80
Curriculum	Pages 81 - 84
Intensive Physical Activity	Page 85
Student Attendance Accounting	Pages 86 – 88
Transportation	Pages 89 - 90
Searches	Page 91
Discipline Plan	Pages 92 - 96
Student Grievances	Page 97
Testing Safeguards	Page 98
Student Code of Conduct	Page 99
Inter-Local Cooperation	Pages 100 - 101
Physical Plant	Page 102

Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.) Policies and Procedures for Dallas County J.J.A.E.P., 2015 Revision	
Governing Bodies	Related Standards: 348.100, 348.101, 348.104

I. Policy:

The Dallas County Juvenile Justice Alternative Education Program was created pursuant to Chapter 37.011 of the Texas Education Code. Students are assigned to the Dallas County J.J.A.E.P. program as a result of violating TEC Chapter 37 listed offenses which include mandatory expulsion from their home school for serious infractions of the Student Code of Conduct; discretionary expulsions for serious infractions that occur off-campus as well as other infractions of the Student Code of Conduct; or are court ordered by a Juvenile Court Judge.

Juvenile Board

The Dallas County Juvenile Board is the designated governing and school board of the Dallas County J.J.A.E.P. The board and J.J.A.E.P Administrator are responsible for annual review of policies and procedures, and participate in an annual performance review at the conclusion of each school year and prior to the beginning of the next school year to determine the effectiveness of the program. At a minimum, the review shall include:

- 1) statistical information on the number of student program entries and exits,
- 2) the reason for student entries and exits;
- 3) student academic performance;
- 4) attendance rates;
- 5) assessment scores for math and reading;
- 6) recidivism rates among students who exit the Dallas County J.J.A.E.P.;
- 7) restraints; and
- 8) number of students with disabilities.

Documentation of the review shall be maintained.

Texas Juvenile Justice Department

The Texas Juvenile Justice Department (TJJD) is the state oversight agency of all Juvenile Justice Alternative Education Programs in the state. TJJD Chapter 348 was established to establish minimum operational, programmatic, and educational standards for Juvenile Justice Alternative Education Programs in Texas. Dallas County is a mandatory county that has an on-site monitor visit at least every three years. Desk audits are ongoing to maintain data integrity for funding and reporting purposes.

II. Definitions: None

I. Policy:

The Juvenile Board or Chief Juvenile Probation Officer of Dallas County shall designate a J.J.A.E.P. Administrator.

The J.J.A.E.P. Administrator shall be responsible for the management of the program and shall ensure compliance with all applicable laws and rules related to J.J.A.E.P.'s. The administrator shall ensure compliance with contractual provisions of all contracts with the Texas Juvenile Justice Department related to J.J.A.E.P.'s.

The J.J.A.E.P. Administrator shall conduct an annual review of the overall operations of the program prior to the beginning of each school year. The review shall include, but is not limited to:

- 1) safety and security;
- 2) inter-local cooperation; and
- 3) the student code of conduct.

The policy and procedures shall be reviewed annually to determine their continued relevance to the mission of the J.J.A.E.P.

Documentation of the review shall be maintained.

Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.) Policies and Procedures for Dallas County J.J.A.E.P., 2015 Revision	
Personnel	Related Standards: 344, 348.104, 348.106, 348.118

I. Policy:

Personnel Administration

1) Personnel Policies

- a) Written policies and procedures shall be readily accessible to all JJAEP staff.
- b) Documentation of acknowledgement of receipt of the policies and procedures by all staff shall be maintained in the staff personnel or training file.

Personnel Records

The J.J.A.E.P. Administrator shall ensure that a personnel file is maintained for each employee or person working at the J.J.A.E.P. who is included in any program ratio. The file shall, at a minimum, include:

- 1) criminal history searches;
- 2) training records;
- 3) applicable personnel actions;
- 4) documentation of the employee's education transcripts; and
- 5) applicable certification verification.

Criminal History Searches

The criminal history searches described in this subsection shall apply to individuals who begin employment or service provision on or after August 19, 2011. Current J.J.A.E.P. employees shall complete the criminal history searches as described below by January 5, 2012.

1) Fingerprint Search

- a) Fingerprints shall be submitted through the Texas Department of Public Safety (DPS) Fingerprint Application Services of Texas (FAST) system.
- b) The juvenile board, chief administrative officer, J.J.A.E.P. administrator or designee shall initiate a criminal history search prior to the first day of employment on all JJAEP staff.
- c) Continued employment shall be contingent upon the completion and review of the criminal history report as well as confirmation that the applicant has no disqualifying criminal history.

2) Criminal History Clearinghouse. The Commission and the juvenile board or designee shall participate in the electronic clearinghouse and subscription service operated by the DPS. This service is known as the Fingerprint-Based Applicant Clearinghouse of Texas (FACT).

Military History

- 1) When an applicant has prior military experience, the program or facility shall request from the applicant the long copy DD-214 to determine if the applicant has a disqualifying criminal history that martial law is not required to report to any state or federal criminal database.
- 2) If the applicant does not have a long copy DD-214, the program or facility shall request the authorization of the applicant to obtain the document by completing the for SF-180 and submit said form to the corresponding address for the military branch found on the form.
- 3) A copy of the log copy DD-214 shall be maintained in the applicant's confidential personnel file.

Disqualifying Criminal History

- 1) An individual with the following criminal history shall not be eligible for continued employment or certification:
 - a) a felony conviction against the laws of this state, another state, or the United States within the past ten (10) years;
 - b) a deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;
 - c) a current felony deferred adjudication, probation or parole;
 - d) a jailable misdemeanor conviction against the laws of this state, another state or the United States within the past five (5) years;
 - e) a deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United states within the past five (5) years;
 - f) a current jailable misdemeanor deferred adjudication, probation or parole; or
 - g) the requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.
- 2) The offense disposition date shall be used to determine applicable time frames.
- 3) Variance of Disqualifying Criminal History. A variance under <*>349.200 of this title may not be requested for any class A misdemeanor or felony unless the person received a pardon based upon proof of innocence or the reversal of a finding of guilt by a trial or appellate court.

Non-Certified Employees and Service Providers

- 1) Non-Licensed Service Providers. Departments who contract with a service provider that provides a significant portion of the J.J.A.E.P. operations shall complete criminal history searches as defined above for a service provider and adhere to <*>411.083(b)(5)(A-D) of the Texas Government Code.
- 2) State-Licensed Service Providers. The chief administrative officer or designee shall obtain documentation confirming that the provider's license is in good standing with the licensing entity. The J.J.A.E.P. shall not contract for services with a provider whose license is not in good standing.
- 3) Independent School District Employees. The chief administrative officer or designee shall obtain documentation from the school district confirming that fingerprint-based criminal history searches of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Texas have been completed prior to the date of hire.
- 4) Employees of Contracted J.J.A.E.P. Providers. The chief administrative officer or designee shall conduct the required criminal history searches and confirm that the applicant has no disqualifying criminal history prior to the date of hire.

Criminal History Records Retention

A copy of the initial criminal history report or documentation confirming it was completed is required in this section and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for the duration of an individual's employment. These records shall be maintained in accordance with the county's established records retention schedule after the monitoring purpose has been fulfilled.

Duties:

- 1) The J.J.A.E.P. administrator shall be responsible for the management of the J.J.A.E.P. and shall ensure compliance with all applicable laws and rules related to J.J.A.E.P.'s.
- 2) The J.J.A.E.P. administrator shall ensure compliance with contractual provisions of all contracts with the Commission related to J.J.A.E.P.'s.

Instructional Staff

The J.J.A.E.P. shall ensure adequate instructional staff are maintained to provide appropriate educational services to students while attending the J.J.A.E.P.

- 1) The instructional staff for the J.J.A.E.P. shall include, at a minimum, one Texas certified teacher.
- 2) The J.J.A.E.P. shall ensure the adequate number of special education teachers are maintained as required by federal law. A special education teacher shall meet the requirements of certification as required by the State Board for Educator Certification.
- 3) Instructional staff shall, at a minimum, hold a four-year degree from an accredited university.
- 4) Instructional staff to student Ratio. 1 to 16 preferred; 1 to 24 maximum.

Caseworkers

The J.J.A.E.P. shall ensure adequate caseworker staff are maintained.

- 1) Caseworkers shall be either social workers, juvenile probation officers assigned to the J.J.A.E.P., counselors or other mental health professionals.
- 2) Qualifications. All caseworkers shall meet the minimum professional requirements and shall be licensed or certified by the appropriate authority in their field.
- 3) Caseworker Staff to Student Ratio. 1 to 25 preferred; 1 to 50 maximum.
 - a) A minimum of one (1) caseworker shall be present during the operational hours of the J.J.A.E.P.
 - b) Any caseworker above the required one (1) shall be present at least four (4) hours of the J.J.A.E.P. operational hours.
 - c) A substitute Caseworker is not required when the caseworker is absent for three (3) school days or less from a J.J.A.E.P. Alternative arrangements for a substitute caseworker are required if absence is more than three (3) days.
 - d) A caseworker who must leave the J.J.A.E.P. site in order to complete a J.J.A.E.P. related duty shall be considered present for ratio purposes.

Supervision Staff

- 1) The J.J.A.E.P. shall ensure adequate supervision staff are maintained. Supervision staff includes drill instructors, teacher aides, security personnel, caseworker aides, county employed juvenile supervision officers, and behavior management staff.
- 2) Supervision staff shall, at a minimum, possess a high school diploma or Certificate of General Educational Development (GED).
- 3) Any staff, excluding certified physical education teachers, who participates in the administration of intensive physical activity, shall be certified as a juvenile supervision officer under Chapter 344 of the Texas Administrative Code.
- 4) County employed staff whose primary job function is supervision of J.J.A.E.P. students may obtain certification as juvenile supervision officers.

Operational Staff

- 1) Operational staff includes instructional staff, supervision staff, caseworkers, and J.J.A.E.P. administrators.
- 2) Operational Staff to Student Ratio. 1 to 8 preferred; 1 to 12 maximum.

Verification Documentation

- 1) The J.J.A.E.P. shall maintain a daily staff roster, staff sign-in sheet or other verification document that indicates all of the operational staff present in the program each day.
- 2) The staff roster or sign-in sheet shall include, at a minimum, the date, the time of entry and exit, the staff member's full name and the staff member's position or title.

Cardio-Pulmonary Resuscitation (CPR) and First Aid

Each J.J.A.E.P. shall have a minimum of two staff members on duty at all times certified in CPR and first aid. Proof of current certification shall be maintained in staff personnel or training files. Documentation shall reflect the day certification expires or the length of certification.

II. Definitions:

Certified Officer: is defined as a juvenile probation officer or juvenile supervision officer who has met the minimum certification requirements and is currently certified by TJJD.

Continuing Education: is defined as courses, programs, or organized learning experiences required to maintain certification and to enhance personal or professional growth.

Inactive Certification Status: is defined as the status in which the certification application has been found to have a defect or flaw, the officer fails to meet reporting requirements, or is no longer employed by a juvenile probation department

Juvenile Probation Officer: is defined as an individual whose primary responsibility and essential job function is to provide juvenile probation services and supervision duties authorized under statutory and agency administrative law that can only be performed by an active certified juvenile probation officer in good standing with TJJD.

Provisional Certification Status: is defined as the status in which an individual whose educational credentials require evaluation or verification is issued a provisional certification by TJJD for a period not to exceed 180 days. During the provisional certification period, the officer may perform the duties of a certified officer. In the event that the education validation is denied or is not validated within the 180 calendar day period, the individual is no longer eligible to perform the duties of a juvenile probation officer or juvenile supervision officer.

Revoked Certification Status: is defined as the status in which an officer has had a certification revoked by lawful authority of TJJD, is no longer eligible for employment or certification as a juvenile probation officer or juvenile supervision officer.

Suspended Certification Status: is defined as the status in which an officer is currently under an order of suspension, is not eligible for certification by TJJD, and shall not perform the duties of a certified officer. A suspension order shall be in effect until the date determined in the disciplinary hearing held by TJJD. In the event of suspension for failure to pay child support under 232.003 of the Texas Family Code, the suspension shall remain in effect until TJJD receives an order staying or vacating the suspension.

III. Procedure

A copy of the Dallas County Juvenile Justice Alternative Education Program Policy and Procedure will be reviewed with all staff prior to each school year and an acknowledgement of receipt shall be maintained in their personnel file.

The Juvenile Justice Education Program shall comply with Dallas County Juvenile Department Policy and all applicable laws, rules, and professional standards regarding all personnel practices. The Deputy Director of Education shall ensure approved hiring practices are observed, and that all qualified staff meets and maintains appropriate educational certifications and professional credentials.

The J.J.A.E.P. Administrator or designee shall review applications of all potential employees to ensure they have the appropriate qualifications.

Selection, retention, promotion, and demotion of program employees shall be made on the basis of knowledge, skills, performance, and abilities. No person shall be discriminated against on the basis of age, sex, race, religion, national origin, or disability. Preference in employment shall be given to those best qualified by education and training in juvenile services.

Any formal disciplinary action within a six month period will prohibit an employee from being eligible for promotion or transfer.

A personnel file shall be maintained for each employee and shall include all applicable materials in accordance with Dallas County Juvenile Department Policy and all applicable laws, rules, and professional standards. A master file (including criminal history searches, personnel action, and educational transcripts) on each Dallas County J.J.A.E.P. staff member is kept at the Human Resources office at the Henry Wade Juvenile Justice Center. All certified juvenile probation officers and juvenile supervision officers training records and certification verification are maintained in a file with the Training Unit at the Henry Wade Juvenile Justice Center. A copy of the employees training records, evaluations and personnel actions are kept in the J.J.A.E.P. Administrators office.

The J.J.A.E.P. Administrator and the Deputy Director of Education shall make a reasonable effort to ensure that the ethnic makeup of the facility's personnel is generally reflective of the ethnic makeup of the students of the program, consistent with the requirements of state and federal law.

To be eligible for employment as a caseworker/juvenile probation officer or J.J.A.E.P Administrator, an applicant shall:

- 1) Be at least 21 years of age;
- 2) Be of good moral character and have no disqualifying criminal history as described by TAC 344.400;
- 3) Have acquired a bachelor's degree conferred by a college or university accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;
- 4) JPO - Possess the work experience or graduate study required by TAC 344.210;
- 5) J.J.A.E.P. Administrator – Possess juvenile justice and/or education experience; and
- 6) Never had any type of certification revoked by lawful authority of TJJD and not be currently under an order of suspension as described by TAC 344.840(d).

To be eligible for employment as a juvenile supervision officer, an applicant shall:

- 1) Be at least 21 years of age;
- 2) Be of good moral character and have no disqualifying criminal history as described by TAC 344.400;
- 3) Have acquired a high school diploma or equivalent; and
- 4) Never had any type of certification revoked by lawful authority of TJJD and not be currently under an order of suspension as described by TAC 344.840(d).

In lieu of the graduate study requirement in TAC 344.500(a)(2), an applicant for the position of caseworker/juvenile probation officer shall have one year of experience in full time casework, counseling, community, or group work:

- 1) In a social service, community, corrections, or juvenile agency that deals with offenders or disadvantaged persons; and
- 2) That TJJD has determined it provides the kind of experience necessary to meet this requirement.

Internships may be counted toward meeting one year's experience based on actual hours completed when duties performed were related the field of juvenile justice.

A criminal history search through the Texas Department of Public Safety (DPS) Fingerprint Applicant Services of Texas (FAST) shall be conducted on all prospective employees, volunteers, interns, and service providers in accordance with TAC 344.300 prior to employment and/or access to juveniles at the Dallas County J.J.A.E.P.

The Dallas County Juvenile Department prohibits direct unsupervised access to juveniles by any person with a disqualifying criminal history as described in TAC 344.400:

- 1) A felony conviction against the laws of this state, another state, or the United States within the past 10 years;
- 2) A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past 10 years;
- 3) A current felony deferred adjudication , probation, or parole;
- 4) A jailable misdemeanor against the laws of this state, another state, or the United States within the past 5 years;
- 5) A deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past 5 years;
- 6) A current jailable misdemeanor deferred adjudication, probation, or parole; or
- 7) The requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.

An applicant for employment as a caseworker/juvenile probation officer must meet the following requirements:

- 1) Have acquired a bachelor's degree conferred by a college or university accredited by an accrediting agency recognized by the Texas Higher Education Coordinating Board; and
- 2) Have one year of graduate study in criminology, corrections, counseling, law, social work, psychology, sociology, or other field of instruction approved by TJJD or qualifying work experience as specified in TAC 344.210.

An applicant for employment as a juvenile supervision officer must meet one of the following educational requirements:

- 1) Possess a high school diploma;
- 2) A general equivalency diploma from a high school or issuing authority within the United States of America;
- 3) A United States military record that indicates the education level received is equivalent to a United States high school diploma or general equivalency diploma;
- 4) A foreign high school or home school diploma that meets the validation requirements established by TJJD; or
- 5) Be granted unconditional acceptance into an accredited college or university accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board.

Every applicant for employment as a juvenile probation officer and juvenile supervision officer shall provide the Department with official documentation that verifies that the applicant meets the education requirements for certification.

Certain positions require certification by TJJD in order to perform the job functions of the position. Among these positions are the caseworkers or probation officers, and supervision officers.

To be eligible for certification as a juvenile probation officer and as a juvenile supervision officer, an individual must:

- 1) Be 21 years of age or older;
- 2) Have achieved a level of education required for the certification, or been granted an exemption from this requirement;
- 3) Be of good moral character and have no disqualifying criminal history as described in TAC 344.400;
- 4) Not be currently under an order of suspension issued under lawful authority of TJJD;
- 5) Never had any type of certification revoked by lawful authority of TJJD;
- 6) Have satisfactorily completed all pre-service training required by TJJD;
- 7) Have passed the competency exam as required by TJJD; and
- 8) Be employed by a governmental unit or a public or private vendor under contract with a governmental unit.

The Department shall submit, within 24 months of the initial certification date, and every 24 months thereafter based on the officer's birth month, documentation that:

- 1) The officer has completed the continuing education requirements in TAC 344.640; and
- 2) The criminal history search requirements in TAC 344.300 have been met.

An officer shall be required to maintain an active certification in order to perform the duties of a juvenile probation officer and juvenile supervision officer. The individual and the Department shall ensure that all requirements under Chapter 344 are met in order to maintain the certification in active status. An active certification status requires that the officer shall have:

- 1) No disqualifying criminal history as described in TAC 344.300;
- 2) No current suspension or revocation of certification under lawful authority of TJJD; and
- 3) Met the continuing education requirements set forth in TAC 344.640.

An individual whose certification is inactive is not eligible to perform the duties of a certified officer or to receive salary adjustment funds from TJJD. The Department shall submit documentation through TJJD's automated certification system that an officer has completed all reporting requirements in accordance with TAC 344.830 in order to reactivate the officer's certification.

All certification applications shall be submitted through TJJD's automated certification system.

The Director of Juvenile Services or designee shall submit the certification application for a juvenile probation officer and juvenile supervision officer. The certification application shall be submitted to TJJD no more than 180 calendar days from the date of initial employment.

An individual whose application for certification has not been submitted within this time frame shall not perform the duties of a certified officer and shall not be counted toward the programs staff to juvenile ratios.

An extension of up to 90 days may be allowed for part-time staff who have not completed the required training.

Criminal history searches shall have been completed within 180 days prior to submission of the initial certification or certification renewal application. Dates of return shall be included in the application.

The Department will be notified of certification decisions through TJJD's automated certification information system. Any officer whose application is denied shall not perform the duties of a certified officer.

The Department shall utilize TJJD's training and tracking system or an equivalent automated system to document training and continuing education received by certified officers. Training information shall be included in the certification application and submitted through TJJD's automated certification system.

TJJD may grant an extension in the event of an unexpected absence from employment to allow a certified officer additional time to obtain training necessary to maintain active certification status. Approved extension will be granted in increments of up to 90 days from the date the certification renewal information was due. Additional time may be requested in special circumstances such as leave under the Family Medical Leave Act (FMLA) or worker's compensation leave.

An officer whose absence is due to leave for military duty will be granted an extension for an amount of time equal to the period of military leave up to a maximum of 24 months.

An officer who does not satisfy all requirements necessary to maintain active status within the extension period shall not perform the duties of a certified officer or receive salary adjustment funds from TJJD.

The Director of Juvenile Services or designee shall notify TJJD of the resignation or termination of individuals employed in positions requiring certification within 10 working days of the date of their separation from employment. Upon receipt of notice, TJJD shall place the certified officer's certification on inactive status.

Duty to Report Arrest

All employees are representatives of the Dallas County Juvenile Department and are expected to adhere to the highest standards of personal conduct while on and off duty. Any actions on the part of any employee that jeopardizes the image or integrity of the Juvenile Department or that calls into question the employee's ability to perform effectively in his/her position or that casts doubt upon the integrity of the employee is prohibited.

Any employee that is arrested or detained by any police agency shall report the matter to his/her assigned Deputy Director (Deputy Director of Institutional Services, Deputy Director of Psychology and Mental Health, Deputy Director of Probation Services, Deputy Director of Education, Deputy Director of Executive and Administrative Services) or the Human Resources Coordinator within 24 hours upon release of the arrest. It is permissible to leave a telephone message with the identified personnel after business hours. Additionally, the employees shall include the location, time and reason for the arrest along with the release date and time, if applicable.

Depending upon the circumstances surrounding the arrest, administrative or other personnel action may be required.

Chapter 344 of the Texas Administrative Code provides for the revocation of juvenile probation officer and/or juvenile supervision officer certification and termination of employment for any individual with a disqualifying criminal history. Disqualifying criminal history includes: a felony conviction against the laws of this state, another state, or the United States within the past 10 years; within the past 10 years, a deferred adjudication for a felony against the laws of this state, another state, or the United States within the past 10 years; a current felony deferred adjudication, probation, or parole; a jailable misdemeanor conviction against the laws of this state, another state, or United States within the past five years; a deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or United States within the past five years; a current jailable misdemeanor deferred adjudication, probation, or parole; or the requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.

All Department employees are notified that they shall:

- 1) Avoid misconduct that jeopardizes the image and integrity of the Juvenile Department or calls into question the ability to perform effectively in the employee's position or conduct that casts doubt upon the integrity of Department employees; and
- 2) Report any arrest that you the employee is personally involved in, to one of the aforementioned points of contact within twenty-four (24) hours following the arrest.

Failure to report any arrest or detainment by any police agency within twenty-four (24) hours upon release may lead to additional sanctions, up to and including termination. Reporting must be made to only the identified individuals listed above.

Employee Schedules

Employees are not guaranteed a certain shift assignment or a certain work station assignment. Employees may have their work shifts or work stations changed by supervision personnel with or without prior notice in order to properly meet the needs of the program.

Payroll Records

All Dallas County Juvenile Department employees' payroll records are recorded electronically using a swipe card provided by the County. Dallas County Juvenile Justice Alternative Education Program employees are responsible for personally swiping in when they report for duty and swiping out when they leave for the day according to Dallas County guidelines. Employees may not swipe for other employees.

Employees shall not swipe in more than 5 minutes prior to the start of their shift or swipe out more than 5 minutes after the end of their shift without prior supervisory approval.

Employees must swipe in and out at the swipe clock located in in the school lobby area. Those who fail to do so will be subject to disciplinary action.

Employees must report lost, damaged, or misplaced swipe cards to supervision personnel as soon as it is discovered. The employee is responsible to replace lost or damaged swipe cards at their expense at a cost established by the County.

Failure to swipe in or missing any punches will result in verbal counseling and may result in the following progressive disciplinary action:

- 1) 3 missed swipes – counseling form;
- 2) 4 missed swipes – Statement of Corrective Action;

- 3) 5 missed swipes – one-day suspension;
- 4) 6 missed swipes – three-day suspension;
- 5) 7 missed swipes – five-day suspension; and
- 6) 8 missed swipes – review for termination

The J.J.A.E.P. Administrator or Deputy Director of Education are responsible for ensuring that all employees' time is correctly entered in the County payroll system prior to the close of the pay period.

Sick Leave

Absences from work on the second day, whether the absence is illness related or Sick Leave is requested, require a written doctor's excuse. The employee is required to personally see the doctor (no over-the-phone excusals from work are acceptable) within the first two days of the absence. Additionally, the written doctor's excuse is required to be presented to supervision immediately upon the employee's return to work.

Failure to obtain or present the written doctor's excuse from work will invalidate the use of Sick Leave and will result in the time being charged against Vacation, Compensatory Time or Leave Without Pay, depending upon the specific facts in the matter and after review of the matter by the Deputy Director of Education.

If an employee does not provide the requested written doctor's excuse the employee will be subject to disciplinary action, up to and including termination of employment.

A morning, midday or afternoon doctor, dental or other appointment does not excuse an employee from work for the entire day and a day of Sick Leave will not ordinarily be granted in such cases. Employees are reminded to make every effort to schedule medical and other appointments for a time when the employee is not scheduled to work.

Employees who report to work and request to leave prior to working a minimum of 2 hours of their shift will be considered a "call-in." Employees who request to leave after working 2 hours of their shift will need to return with a doctor's note. Employees who fail to present documentation will be subject to disciplinary action.

The J.J.A.E.P. Administrator and Behavior Specialist (for JSO staff) are expected to have specific and direct conversations with all employees that request time away from work and to aggressively manage the scheduling of such time.

Call-ins

Employees are required to personally speak with their direct supervisor **two hours** before the start of the employee's assigned shift anytime that the employee is not able to report to work as scheduled. Sending emails to or leaving voicemails for the supervisor does not meet the requirement of personal communication.

Supervisors are required to personally speak with an employee that is not reporting to work as scheduled and to obtain the applicable reasons for the employee's absence.

On the first and every subsequent day of an employee's illness related absence from work, the supervisor is required to remind the employee about obtaining a written doctor's excuse for any illness related absence of more than one day.

Employees are relieved of the responsibility for daily call-ins once Human Resources has received the

employee's written request for FMLA.

Employees that fail to personally speak with the supervisor when not reporting to work and supervisors that neglect to remind the employee about obtaining a written doctor's excuse are subject to disciplinary action for failing to follow this policy.

Job Abandonment

If an employee fails to call-in and does not report to work, that action will be considered as job abandonment, and the employee will be considered for termination of employment. Employees should expect zero tolerance in any job abandonment (no call, no show) situation.

Leave Without Pay (LWOP)

Discretionary LWOP ("I am out of Vacation time but want to take a day off to attend a family function") is no longer permissible. In situations where the employee takes the time off anyway, that absence will be considered as job abandonment and the employee will be considered for termination of employment.

Family and Medical Leave (FMLA)

The Dallas County Juvenile Department will continue to manage FMLA in accordance with Dallas County Code 82-601 through 82-608. Please refer to <http://www.dallascounty.org/departments/HR/home.html> for the policy information and related forms.

Employee Performance Evaluations

Employee Performance Evaluations will include specific commentary on the number of:

- 1) Unscheduled absences the employee had during the evaluation period; and
- 2) Hours of Sick time used (that were not recorded as FMLA – FMLA time is not to be considered) by the employee during the evaluation period.

Merit Pay Increases

Merit pay increases are based upon employee performance and will have employee time and attendance as a heavily weighted component.

Employee Retention

Dallas County Code and Juvenile Department Policy consider unscheduled, non-FMLA, absences from work and the resulting disciplinary actions are as follows:

- 1) 3 call-ins – counseling form;
- 2) 4 call-ins – Statement of Corrective Action;
- 3) 5 call-ins – one-day suspension;
- 4) 6 call-ins – three-day suspension;
- 5) 7 call-ins – five day suspension; and
- 6) 8 call-ins - review for termination.

The J.J.A.E.P. Administrator is expected to closely monitor employee unscheduled absences and to impose interim disciplinary sanctions in applicable cases; however, the Deputy Director of Education reserves the right to independently review employee time and attendance and to terminate any employee whose unscheduled absences reach a ninth occurrence or total more than 48 hours, irrespective of whether or not the employee has received any interim attendance related disciplinary action.

All employees are to receive and sign for a copy of the Addendum to Time and Attendance Policy.

Tardies

All staff must be at their assigned work station and fully prepared to work no later than the time of their scheduled reporting time.

An employee is considered late if they arrive one minute after their scheduled shift begins. Employees are subject to the following disciplinary actions for tardiness: In an evaluation year, July 1 to June 30:

- 1) 4 Tardies – counseling form;
- 2) 5 Tardies – counseling meeting;
- 3) 6 Tardies - Statement of Corrective Action;
- 4) 7 Tardies – one-day suspension;
- 5) 8 Tardies – three-day suspension;
- 6) 9 Tardies – five day suspension; and
- 7) 10 Tardies - review for termination.

Employees shall notify supervision personnel at least **two hours** prior to their scheduled shift if they are unable to report as scheduled. Voice messages are not considered notification; employees must personally speak with their direct supervisor when they will be reporting late to their scheduled shift.

Inclement Weather

Employees follow specific procedures during inclement weather when County Commissioners Court closes general government operations due to emergency conditions. Such action, unless specifically stated, does not close for essential, emergency, residential and detention operations. Essential employees will accrue LWOP if they do not report to work on inclement weather days.

The decision to close or delay openings is announced between 6:00 a.m. and 7:00 a.m. on the following media stations for Dallas County employees including J.J.A.E.P. staff. This is also the notification method for parents and students. If weather conditions allow an earlier decision, media contacts are made earlier.

- 1) Radio stations:
 - a) KLIF 570 AM;
 - b) KKDA 730 AM;
 - c) 104.5 FM ;
 - d) WBAP 820 AM;
 - e) KRLD 1080 AM;
 - f) The Wolf 99.5 FM; and
 - g) KVIL 103.7 FM;
- 2) Television stations:
 - a) KDFW Channel 4;
 - b) KXAS Channel 5;
 - c) WFAA Channel 8; and
 - d) KTVT Channel 11.

Immediately after the decision has been made by Commissioners Court, the information is released to department heads and the news media. Employees should not place phone calls to the fire marshal's office and the sheriff's office as such calls tie up emergency phone lines.

Employees must keep on file at all times, one or more phone numbers where management may reach them. Employees seeking temporary housing away from their regular residence during inclement weather conditions must provide to their direct supervisor the phone number(s) where they may be reached.

Employees scheduled to attend training only, in-house or elsewhere, and not scheduled to perform their usual duties on an inclement weather day, need to call their supervisor to inquire whether to report to work instead. Essential employees scheduled to work before and/or after scheduled training must report to work as scheduled.

Normal "call in" procedures for tardiness or absence apply during inclement weather conditions, except as noted below. Employees who fail to call in for a tardy or absence and who fail to produce documentation justifying the failure to call in receive LWOP and disciplinary action up to and including termination. Acceptable documentation includes, but is not limited to: doctor's note, tow truck receipt, accident report.

Employees who report to work within two hours of their assigned shift and who followed "call in" procedures may receive an excuse from the Director of Education or designee on an individual basis, depending on relevant factors such as distance traveled, severity of weather and road conditions, or specific traffic/vehicle problems encountered during travel to the worksite.

The J.J.A.E.P. Administrator or designee may require documentation related to the cause for delay or absence. Acceptable documentation includes, but is not limited to: doctor's note, tow truck receipt, or accident report.

Employees who report to work more than two hours late or fail to report altogether and produce no reasonable justification or documentation for the delay or absence, receive LWOP for the time missed.

With the approval of the Commissioners Court, regular employees of general government operations may be allowed approved time off with pay for those scheduled hours they would have worked had the county been in operation.

If an employee is not aware that the county is closed and reports for work, he/she is not authorized additional pay or compensatory time for hours worked during this period. Approved time off with pay is not considered time worked, and such time off shall not be used to determine eligibility for overtime.

Employees on vacation, sick leave or holiday leave during periods of closure are still recorded as using accrued leave.

Breaks

Employees are allowed two 10 minute breaks. Employees shall not visit or enter other classrooms while on break.

Dress Code

The Dallas County J.J.A.E.P. employee's dress code is consistent with Dallas County Juvenile Department Personnel/Employment rules, Section 8.00. Each employee's personal appearance and conduct represents the Dallas County Juvenile Department to the public and to other County employees. It is thus important that each employee try to make the best possible impression at all times by setting high standards in appearance and conduct.

Dallas County Juvenile Justice Alternative Education Programs employees are expected to maintain professional dress, practice good hygiene and high standards of dress.

All on duty employees shall not dress in a fashion that:

- 1) Is provocative, suggestive, or inappropriate;
- 2) Causes disruption of, interference with, disturbance to, or distraction from any institutional activities;
- 3) Creates a health or safety hazard to self, residents or others; or
- 4) Contradicts or violates Juvenile Department or Dallas County standards.

The following dress could reasonably lead J.J.A.E.P. management to believe that such clothing, dress, grooming, or appearance will cause disruption, interference with, disturbance to or distraction from regular programming:

- 1) Tight pants or skirts;
- 2) Short skirts;
- 3) Blouses, shirts, pants, skirts, or anything that exposes undergarments, chest area, abdominal area, or back area. Splits in skirts must be low enough to conceal the thigh area at all times;
- 4) Sleeveless dresses, blouses, shirts, or anything that exposes lingerie, bra, slips, and undershirts. No tank tops allowed;
- 5) See through shirts, blouses, dresses, or pants;
- 6) Shorts of any kind;
- 7) Sagging pants below the waistline;
- 8) Clothing that is torn or has holes;
- 9) Spandex materials;
- 10) Fleece shirts or pants; and
- 11) Caps/hats/bandanas (may be worn outdoors only).

Employees shall wear clothes and shoes that are neat, clean, and in good repair.

Employees shall wear closed-toe/closed heel shoes (foot must be enclosed with no part of the foot revealed).

Employees shall wear their hair in a fashion that is clean, neat, and does not bring undue attention to the individual.

Body piercing or tattoo adornments shall not be visible (will be covered with clothing) while engaged in the performance of County business.

The wearing of earrings is permitted but is limited to no more than three earrings per ear and only a stud for females only. Male staff are not permitted to wear earrings. Loop earrings and tongue piercings are banned as they can cause safety and security issues. Jewelry must be of reasonable size and location, and not present a safety and/or security hazard.

Fingernails of male and female employees must be maintained at an appropriate length to prevent harm/injury to either staff or residents.

Logos, if worn, must be small, worn on polo style shirts and with supervisory approval:

- 1) Inappropriate logos/writing includes but is not limited to: beer, liquor, tobacco, profanity,

rudeness, and discriminatory, commercial, political, Greek associations;

- 2) Appropriate logos/writing includes but is not limited to: Dallas County Juvenile Department and/or unit logo, professional associations (TJDA, TPA, ACA, NJDA, etc.), educational institutions, city/state/region.

Employees who appear in court shall follow guidelines set by the Juvenile Department for court appearances. Employees may observe a relaxed dress code when reporting to the unit outside of their regular work hours to work on a special project that does not require contact with the general staff body or the public.

The Juvenile Department adopts an informal summer dress code, in recognition of the hot summer weather, with the intention of improving the comfort and morale of employees while continuing to show respect for the public and presenting a professional image. Whenever the Juvenile Department adopts an informal summer schedule, non-direct care employees will follow the summer dress code guidelines.

Violations of this policy will constitute grounds for discipline and possible termination. The Director of Education and/or a designee will determine what constitutes a violation to this policy.

The Director of Education or a designee may send an employee home to change into appropriate attire, at the employee's expense, if the attire in question is deemed inappropriate for the program setting.

Disciplinary action for failure to observe the dress code follows this progression:

- 1) 1st violation: verbal warning;
- 2) 2nd violation: counseling form;
- 3) 3rd violation: Statement of Corrective Action;
- 4) 4th violation: one-day suspension;
- 5) 5th violation: Three-day suspension;
- 6) 6th violation: five-day suspension; and
- 7) 7th violation: review for termination

Cell Phone Policy

Cell phones are strictly prohibited in all Department operated facilities with the exception of approved supervision personnel and other identified pertinent staff during power outages or for extenuating circumstances with prior approval from the Director of Education Services.

Disciplinary action for failure to follow the cell phone policy is as follows:

- 1) 1st violation – 5 day suspension; and
- 2) 2nd violation – termination of employment.

Other Items

Employees shall only bring work related materials into the building and items deemed necessary for the performance of their assigned duties.

Employees are not allowed to consume any outside food or drinks in view of the students.

No tobacco products, poisonous, caustic, flammable or dangerous items shall be allowed into the facility. This includes cigarette lighters or lighters of any kind, knives, medication, and any form of

weapon.

All Dallas County J.J.A.E.P. staff shall adhere to the Dallas County policy about internet access.

I. Policy:

New Employee Orientation

All staff, including temporary, seasonal or substitute employees shall have orientation training prior to having sole contact with students.

- 1) Orientation training shall occur within the first two weeks of employment
- 2) Documentation of new employee orientation training and agendas shall be maintained in the employee's personnel file or training file.
- 3) Orientation training, at a minimum, shall include:
 - a) safety and security procedures including, but not limited to, emergency exit drills and the J.J.A.E.P.'s safety disaster plan;
 - b) child abuse, neglect and exploitation identification and reporting as required by Chapter 358 of the Texas Administrative Code;
 - c) incident reports;
 - d) student code of conduct;
 - e) behavior management program;
 - f) transporting students;
 - g) crisis intervention;
 - h) distribution of medication;
 - i) sexual harassment;
 - j) Personal Restraint policy;
 - k) student grievance procedures; and
 - l) job descriptions including duties and responsibilities of the assigned position.

II. Definitions: None

III. Procedure:

All new Dallas County J.J.A.E.P. staff shall attend a new employee orientation within the first two weeks of employment. The personnel file will have documentation of all training that the new employee participates in.

Prior to every school year, all Dallas County J.J.A.E.P. staff shall participate in training to include:

- a) safety and security procedures including, but not limited to, emergency exit drills and the J.J.A.E.P.'s safety disaster plan;
- b) child abuse, neglect and exploitation identification and reporting as required by Chapter 358 of the Texas Administrative Code;
- c) incident reports;
- d) student code of conduct;
- e) behavior management program;
- f) transporting students;
- g) crisis intervention;
- h) distribution of medication;
- i) sexual harassment;
- j) Personal Restraint policy;
- k) student grievance procedures; and
- l) job descriptions including duties and responsibilities of the assigned position.

Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.) Policies and Procedures for Dallas County J.J.A.E.P., 2015 Revision	
TJJD Code of Ethics	Related Standards: 345, 349

I. Policy:

The People of Texas, the Texas Juvenile Justice Department (TJJD), the Dallas County Juvenile Department and the Dallas County Juvenile Board expect professionals working within the Juvenile Department to exhibit honesty and respect for the dignity and individuality of human beings and display a commitment to professional and compassionate service. Toward this end, the Dallas County Juvenile Department and the Dallas County Juvenile Board have adopted and subscribe to the same Code of Ethics established by TJJD as outlined in the Chapter 345 for juvenile justice professionals.

To ensure the safety, protection, and welfare of the juveniles and families served by the juvenile justice system, juvenile justice professionals shall adhere to the Code of Ethics set forth in Chapter 345. Juvenile justice professionals shall report to the appropriate authorities and/or entities any unethical behavior or violations of the Code of Ethics.

As described by TAC 344.810 and 349.307, TJJD may take disciplinary action against the certification or deny certification of a juvenile justice professional who is found by TJJD to have violated the code of ethics

All Department employees, volunteers, interns, and contract employees shall adhere to the following the TJJD Code of Ethics. Failure to do so may result in disciplinary action up to and including termination. All employees, volunteers, interns, and contract employees shall receive training on the TJJD Code of Ethics.

The Code of Ethics is as follows:

- 1) All employees, volunteers, interns, and contractors shall:
 - a) abide by all federal laws, guidelines and rules, state laws, and TJJD administrative rules;
 - b) respect the authority and follow the directives of the juvenile court and governing juvenile board;
 - c) respect and protect the legal rights of all children and their parents and/or guardians;
 - d) serve each child with concern for the child's welfare and with no expectation of personal gain;
 - e) respect the significance of all elements of the justice and human services systems and cultivate a professional cooperation with each segment;
 - f) respect and consider the right of the public to be safeguarded from juvenile delinquency;
 - g) be diligent in their responsibility to record and make available for review any and all information that could contribute to sound decisions affecting a child or the public safety;
 - h) report without reservation any corrupt or unethical behavior that could affect a juvenile or the integrity of the juvenile justice system;
 - i) maintain the integrity and confidentiality of juvenile information and not seek more information than needed to perform their duties, nor reveal information to any person who does not have authorized access to the information for a proper professional use; and
 - j) treat all juveniles and their families with courtesy, consideration, and dignity.
- 2) All employees, volunteers, interns, and contractors shall not:
 - a) use their official position to secure privileges or advantages;
 - b) permit personal interest to impair the objectivity that must be maintained to impartially

- execute their official duties;
- c) accept gifts, presents, favors, or other advantages that could give the appearance of impropriety or impair the impartial and objective exercise of professional responsibilities;
 - d) maintain or give the appearance of maintaining an inappropriate relationship with a juvenile, including, but not limited to, bribery or solicitation or acceptance of gifts, favors, or services from juveniles or their families;
 - e) discriminate against any employee, juvenile, parent or guardian on the basis of race, ethnicity, gender, disability, national origin, religion, sexual orientation, political belief or socioeconomic status;
 - f) misuse government property or resources or use personal property or funds belonging to a juvenile;
 - g) be designated as a perpetrator in a TJJD abuse, neglect, or exploitation investigation conducted under the authority of the Texas Family Code, Section 261 and TAC Chapter 350;
 - h) interfere with or hinder any abuse, neglect, or exploitation investigation, including a criminal investigation conducted by law enforcement or an investigation conducted under TAC Chapter 350 and Chapter 358 or Texas Family Code Chapter 261;
 - i) deliver into or remove from the grounds of a juvenile facility, program or department any item of contraband or possess or control any item of contraband beyond the time period required to immediately report and deliver such item to the proper authority within the facility, program or department;
 - j) use violence or unnecessary force and must use only the amount and type of force reasonably necessary and appropriate when justified to ensure the security of juveniles or of the facility, program, or department; or
 - k) falsify or make material omissions entries to governmental records.

Each employee shall be provided a copy of the Code of Ethics at the time of hiring and the Code of Ethics shall be discussed during the Juvenile Probation Officer and Juvenile Supervision Officer Academy. Each staff member is expected to sign a copy of the Code of Ethics, which will be maintained in the staff member's personnel file.

Volunteers and interns shall receive a copy of the Code of Ethics during Volunteer/Intern training. A signed copy of the Code of Ethics will be maintained in the volunteer's or intern's files.

II. Definitions:

Juvenile Justice Professionals: is defined as a person who is certified as a juvenile probation officer, youth activities supervisor, or juvenile supervision officer and employed by a juvenile probation department, juvenile justice program, or a juvenile justice facility as a juvenile probation officer, youth activities supervisor, or juvenile supervision officer.

I. Policy

Code of Ethics and Standard Practices for Texas Educators 19 TAC Chapter 247

1) Professional Ethical Conduct, Practices and Performance:

- a) Standard 1.1. The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the school district, educational institution, educator preparation program, the Texas Education Agency, or the State Board for Educator Certification (SBEC) and its certification process.
- b) Standard 1.2. The educator shall not knowingly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.
- c) Standard 1.3. The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.
- d) Standard 1.4. The educator shall not use institutional or professional privileges for personal or partisan advantage.
- e) Standard 1.5. The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.
- f) Standard 1.6. The educator shall not falsify records, or direct or coerce others to do so.
- g) Standard 1.7. The educator shall comply with state regulations, written local school board policies, and other state and federal laws.
- h) Standard 1.8. The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.
- i) Standard 1.9. The educator shall not make threats of violence against school district employees, school board members, students, or parents of students.
- j) Standard 1.10. The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.
- k) Standard 1.11. The educator shall not intentionally or knowingly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.
- l) Standard 1.12. The educator shall refrain from the illegal use or distribution of controlled substances and/or abuse of prescription drugs and toxic inhalants.
- m) Standard 1.13. The educator shall not consume alcoholic beverages on school property or during school activities when students are present.

2) Ethical Conduct toward Professional Colleagues:

- a) Standard 2.1. The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.
- b) Standard 2.2. The educator shall not harm others by knowingly making false statements about a colleague or the school system.
- c) Standard 2.3. The educator shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.
- d) Standard 2.4. The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.

- e) Standard 2.5. The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.
 - f) Standard 2.6. The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.
 - g) Standard 2.7. The educator shall not retaliate against any individual who has filed a complaint with the SBEC or who provides information for a disciplinary investigation or proceeding under this chapter.
- 3) Ethical Conduct toward Students:
- a) Standard 3.1. The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.
 - b) Standard 3.2. The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.
 - c) Standard 3.3. The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.
 - d) Standard 3.4. The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.
 - e) Standard 3.5. The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.
 - f) Standard 3.6. The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.
 - g) Standard 3.7. The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.
 - h) Standard 3.8. The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.
 - i) Standard 3.9. The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, email, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:
 - i. the nature, purpose, timing, and amount of the communication;
 - ii. the subject matter of the communication;
 - iii. whether the communication was made openly or the educator attempted to conceal the communication;
 - iv. whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
 - v. whether the communication was sexually explicit; and
 - vi. whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

II. Procedure

All Dallas County J.J.A.E.P. employees including instructors shall adhere to the TEA Code of Ethics. Failure to do so may result in disciplinary action up to and including termination.

Each employee shall be provided a copy of the TEA Code of Ethics at the time of hiring and the TEA Code of Ethics shall be discussed during new employee training and will be reviewed with staff at the beginning of each school year. Each staff member is expected to sign a copy of the TEA Code of Ethics, which will be maintained in the staff member's personnel file.

I. Policy:

The Dallas County Juvenile Department welcomes citizen involvement in our services and programs offered to juveniles. The use of volunteers, interns, and mentoring services is designed to enhance Dallas County Juvenile Department programs and services provided to youth and families. The Department encourages public involvement in the juvenile justice process and efforts with citizen involvement. Volunteers, interns, and mentors (VIM) will be accepted from cultural and socioeconomic segments of the community. VIM's involvement provides increased community contact for the juvenile and enhances direct services. VIM's cooperative endeavor broadens community resources for the Department's facilities, juvenile justice programs, and juvenile justice alternative education program. The Texas Juvenile Justice Department (TJJD) standards, states all volunteers, interns, and mentors shall be screened prior to the selection and provided training and supervision. The official registration and identification process of volunteers, interns, and mentors is maintained by the Department. The date, time, purpose, and description of services is documented and available on the premises of each facility and program. Volunteer, interns, and mentors shall perform professional services only when certified or licensed to do so and only with approved permission. Volunteers, interns, and mentors are encouraged to participate in the establishment of policy and procedures for the VIM programs and to attend training events made available by the Department.

II. Definitions:

Volunteer: Any person who, of his/her own free will, provides voluntary services to the Department with no monetary or material gain. The term volunteer includes regular or occasional service. Volunteers are recruited to supplement and enrich, but not to substitute activities and functions by staff in the Department.

Intern: Any person who, of his/her own free will, provides voluntary and sometimes specialized services to the Department. The intern may receive course hour credit for their services and may receive financial support from the placing college or university, however, the Dallas County Juvenile Department does not provide financial payments or support. Intern assignments will be based on the students' needs for training, level of skill required in each of the Department's programs and contractual or other arrangement between the college/university and the Department.

Mentor: Any person who, of his/her own free will, provides voluntary services to the Department with no monetary or material gain. The term mentor includes regular or occasional service. Trained mentors give juveniles support and guidance with will encourage and promote positive change in the lives of youth.

III. Procedure:

A. Recruiting:

- a. Recruiting of volunteers and mentors is a staff responsibility under the supervision of the designated volunteer coordinator in each facility, juvenile justice program, and education program.
- b. Each facility and all juvenile justice programs shall designate in writing to the applicable

Division Deputy Director, including the Deputy Director of Administrative and Executive Services the name of the person responsible for recruiting volunteers/mentors.

- c. The volunteer coordinator will recruit applicants from the community through speaking engagements, media, newspaper, and personal references.
- d. Recruiting efforts shall include, among other resources, local churches, colleges/universities, and service organizations.

B. Eligibility:

- a. Any person who is of good character, at least twenty-one years of age and sufficiently mature to handle the responsibility involved, is eligible to become a volunteer or mentor.
- b. Relatives of a juvenile may not serve as a volunteer/mentor to work with any juvenile to whom they are related while the juvenile is a resident in any facility, participating in any juvenile justice program under the jurisdiction of the Dallas County Juvenile Department.
- c. Former employees of the Dallas County Juvenile Department may serve as volunteers and/or mentors.
- d. Any person interested in volunteering with the Dallas County Juvenile Department shall not be eligible for volunteer/mentoring services if:
 - i. He/she has been convicted or placed on deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) year, and/or is currently on felony probation or parole.
 - ii. He/she has been convicted or placed on deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years, and/or is currently on probation or parole.
 - iii. He/she is currently or ever been registered as a sex offender under Chapter 62, Texas Code of Criminal Procedures.
 - iv. If determined ineligible for any reason by the Dallas County Juvenile Department.

C. Screening/Selection Process: All volunteers/mentors must:

- a. Complete a volunteer/mentor application.
- b. Provide three (3) written references, reference letters must be maintained by the designated volunteer coordinator of the applicable Department Division.
- c. Submit to a criminal background check through the FAST fingerprint pass for a national criminal history record check, including a sex offender registration check through the Texas Department of Public Safety.
- d. Complete a personal one on one interview with the designated volunteer coordinator. Routine interviews include the applicant's motivation for wanting to volunteer/mentor and clear understanding of the applicant's and Department's needs.
- e. Provide a valid driver's license or Texas identification card.
- f. The volunteer/mentor shall agree in writing to adhere to the Department's policies and procedures before being accepted as a volunteer/mentor. The volunteer/mentor must sign and date a Dallas County Juvenile Department Volunteer/Mentor Agreement.
- g. Attend and complete General Orientation Training and continue to attend any additional training as needed throughout participation in the program.

D. Assigning Volunteers/Mentors:

- a. The assignment of volunteers and mentors to youth under the jurisdiction of the Dallas County Juvenile Department will be a collaborative and cooperative effort between the applicable volunteer coordinator and the Division Deputy Director.
- b. Volunteers/Mentors shall be selected as those who are best suited to work with the youth, staff, and each program.

E. Termination of Volunteers and Mentors:

- a. The services of a volunteer and/or mentor may be terminated at any time with or without notice. Volunteers/mentors serve at the sole discretion of the Dallas County Juvenile Department. Termination of a volunteer/mentor or volunteer/mentor organization may include, but are not limited to the following reasons:
 - i. Disqualification based on criminal history;
 - ii. Breach of confidentiality;
 - iii. Ethical, policy, or procedural violations;
 - iv. Physical or emotional illness;
 - v. Inability or refusal to cooperate with departmental staff;
 - vi. Engaging in activities which threaten the order or security of any office, program or the safety of the volunteer, juveniles, students, visitors, or staff.
 - vii. Erratic or unreliable attendance;
 - viii. Inappropriate conversation, attitude, behavior, or mannerisms toward any youth;
 - ix. If found to have abused, neglected, or exploited any child;
 - x. Under the supervision of the Texas Department of Family Protective Services;
 - xi. Unsatisfactory service.

F. Training of Volunteers/Mentors:

- a. Volunteers/mentors must complete 4.0 hours of training provided by the volunteer coordinator or Department Trainers;
- b. Volunteers/Mentors will be provided an overview of the Dallas County Juvenile Department.
- c. Training will include information concerning the reporting of abuse, neglect, and exploitation and the requirements under the Prison Rape Elimination Act of 2003 (PREA).
- d. The designated volunteer coordinator shall maintain documentation of training in the volunteer's file.
- e. All volunteer files are subject to audits.
- f. Applicable training offered to the Dallas County Juvenile Department staff may be made available to volunteers/mentors.

G. Volunteer/Mentor General Duties and Responsibilities:

- a. Volunteers/mentors will be issued an identification badge. Identification badges are to be worn at all times when in the Dallas County Juvenile Department programs, facilities, or schools.
- b. A volunteer/mentor sign-in time log will be kept on each volunteer to record their time spent in service. All volunteers/mentors shall sign in and out of each program and record on the sign-in log their activities while volunteering/mentoring to the youth.
- c. Volunteers/mentors will be allowed to provide professional services only when they are certified to do so and with prior approval from the assigned Deputy Director or designee.
- d. Volunteers/mentors may not give their telephone number, addresses or any personal information about him/herself or his/her family to any youth, youth's family or friends unless authorized by the volunteer coordinator. Some mentor programs may allow an exchange of phone numbers (to be determined by applicable Division Deputy Director). The volunteer coordinator will provide information on the exchange of personal phone numbers.
- e. Volunteers/mentors may not be left alone with youth without the consent of the volunteer coordinator. Coordination of the meeting between the youth and the volunteer/mentor is the responsibility of the volunteer coordinator.
- f. Volunteers/mentors may not take youth to their (volunteer/mentor) residence under any circumstances.
- g. Volunteers/mentors are required to report any concerns regarding observations of

inappropriate actions or conversations involving youth under the jurisdiction of the Department. The volunteer or mentor may notify the volunteer coordinator either in writing or in person.

- h. It is mandatory that a volunteer /mentor maintain strict confidentiality regarding activities, names, and circumstances of the youth under the jurisdiction of the Dallas County Juvenile Department.**
- i. Volunteers/mentors are not allowed to have contact with youth or their families outside the perimeters of the volunteer/mentor's assigned Dallas County Juvenile Department Program.
- j. Volunteers/mentors must adhere to the Dallas County Juvenile Department's policy and procedures concerning the report and investigation of alleged child abuse, neglect, or exploitation.

H. Intern Programs:

- a. Intern programs under the direction of the Dallas County Juvenile Department are designed to provide for cooperation and/or consultation with college and universities in areas of mutual concern. Intern programs provide a learning experience for both the student and the Department, resulting in the student developing a greater understanding and appreciation for the Juvenile Department and the Juvenile Justice System.
- b. All interns shall be bound by the Dallas County Juvenile Department Policy and Procedures regarding the eligibility, processing, training, and termination of volunteers and mentors (see above policy # 3.05) and relevant standards concerning departmental staff, as well as the professional code of ethics toward which the intern is working or has been licensed.
- c. Undergraduate intern applications, processes, interviews, and training will be under the direction of the Deputy Director of Administrative Services Division. The Deputy Director of Administrative Services Division will coordinate the placement of all approved interns. Graduates seeking an internship will be reviewed by the Deputy Director of Administrative Services Division to determine if an appropriate program is available within the Department.
- d. All paperwork related to interns will be managed and maintained by the Deputy Director of Administrative Services Division or his/her designee.

I. Policy:

The Juvenile Department and the Dallas County Juvenile Justice Alternative Education Program strictly prohibit all staff members from tampering with any records.

Texas Penal Code Section 37.10 Tampering with Governmental Record states the following:

(a) *A person commits an offense if he:*

- (1) *knowingly makes a false entry in, or false alteration of, a governmental record;*
- (2) *makes, presents, or uses any record, document, or thing with knowledge of its falsity and with intent that it be taken as a genuine governmental record;*
- (3) *intentionally destroys, conceals, removes, or otherwise impairs the verity, legibility, or availability of a governmental record;*
- (4) *possesses, sells, or offers to sell a governmental record or a blank governmental record form with intent that it be used unlawfully;*
- (5) *makes, presents, or uses a governmental record with knowledge of its falsity; or*
- (6) *possesses, sells, or offers to sell a governmental record or a blank governmental record form with knowledge that it was obtained unlawfully.*

The offense classification can range from a class C misdemeanor to a 2nd degree felony.

Examples of tampering may include:

- False entries on restraint logs;
- Destroying documents and creating new ones with false information;
- False information on serious incident reports;
- False written statements in ANE cases;
- Falsifying signatures on any student enrollment documents;
- Falsifying a chronological entry or any other type of TechShare data entry;
- Falsifying any student academic records from Dallas County J.J.A.E.P or their home school district;
- Falsifying training records;
- Falsifying Human Resources records (FMLA paperwork, resume, etc.); and
- Backdating documentation

Consequences of tampering for juvenile justice professionals may include:

- Written reprimand, suspension, and/or termination from the Department;
- Indictment and conviction;
- Code of Ethics investigation; and
- Revocation of JSO/JPO certification, if applicable.

II. Definitions:

Governmental Record: is defined by the Texas Penal Code as anything belonging to, received by, or kept by government for information including a court record.

III. Procedure:

A. At no time shall any Juvenile Department or Dallas County Juvenile Justice Education

Program records be changed, altered, or falsified in any manner.

- B. All signatures shall belong to the individual(s) named on the document/record and recorded with the actual date and time that the signature was obtained.
- C. The individual signing the document/record shall also record the date and time of his/her signature in the space provided.

I. Policy:

Employees are prohibited from carrying firearms, knives, or chemical dispensing devices on any properties owned, operated, or leased by/or under the jurisdiction of the Dallas County Juvenile Department unless he/she holds a license to carry a concealed handgun and stores a firearm or ammunition in a locked person vehicle in the Department's parking area/lot.

According to Subchapter H, Chapter 411, Texas Government Code, an employee *"who otherwise lawfully possesses a firearm, or who lawfully possesses ammunition from transporting or storing a firearm or ammunition, the employee is authorized by law to possess in a locked, privately owned motor vehicle in a parking lot, parking garage, or other parking area the employer provides for employees."*

Law Enforcement/Security Staff assigned to the Dallas County Juvenile Department shall adhere to policies set forth by their supervising agencies in compliance with Texas laws, regulations, and statutes governing them while performing their duties.

II. Definitions: None

III. Procedure:

- A. All employees are prohibited from possessing any weapons on Dallas County premises with the exception of those employees who are licensed to carry a concealed handgun as noted above and store that firearm or ammunition in their locked, personal vehicle.

I. Policy:

It shall be the policy of Dallas County Juvenile Department to maintain and promote a safe environment for gay, lesbian, bisexual, transgender, and questioning (GLBTQ) youth in Dallas County Juvenile Department operated facilities. All Department staff, volunteers, interns and contract providers are prohibited from engaging in any form of discrimination against or harassment of youth on the basis of actual or perceived sexual orientation, gender identity, and gender expression. The Dallas County Juvenile Department is committed to providing a healthy and accepting setting for all youth placed in its facilities and treating all with dignity and respect. Any discrimination against or harassment of youth, including by other youth, will not be tolerated. Department staff shall recognize and address the individual needs of the youth and shall apply policies and practices fairly to all youth in our facilities.

II. Definitions:

GLBTQ youth: For purposes of the protections of this policy, youth shall include youth who have self-identified or are perceived by others as gay, lesbian, bisexual, transgender or questioning their sexual orientation or gender identity.

GLBTQ: is an acronym commonly used to refer to gay, lesbian, bisexual, transgender, and questioning individuals.

Gay: refers to a person who is emotionally, romantically, and sexually attracted to people of the same gender. Sometimes, it may be used to refer to gay men and boys only. It is preferred over the term "homosexual."

Lesbian: refers to a female who is emotionally, romantically, and sexually attracted to other females.

Bisexual: refers to a person who is attracted to, and may form sexual and romantic relationships with either males or females.

Questioning: refers to a person, often an adolescent, who is exploring or questioning issues of sexual orientation or gender identity or expression in his or her life. Some questioning people will ultimately identify as gay, lesbian, bisexual or transgender; others will self-identify as heterosexual and not transgender.

Sexual orientation: refers to a person's emotional, romantic, and sexual attraction to persons of the same or different gender.

Gender identity: refers to a person's internal sense of themselves as male, female, no gender, or another gender, regardless of anatomy.

Gender expression: refers to the manner in which a person expresses his or her gender through clothing, appearance, behavior, speech, etc. A person's gender expression may vary from the norms traditionally associated with his or her assigned sex at birth. Gender expression is a separate concept from sexual orientation and gender identity. For example, a male may exhibit an effeminate manner, but identify as a heterosexual male.

Transgender: may be used as an umbrella term to include all persons whose gender identity or gender expression do not match society's expectations of how an individual of that gender should behave in relation to his or her gender. For purposes of protection from discrimination and harassment, transgender refers to both self-identified transgender individuals and individuals perceived as transgender without regard to whether they qualify for a diagnosis of Gender Identity Disorder.

III. Procedures:

- A. Safety and security, as well as good child care practices (Dallas County Juvenile Department core values and code of ethics), remain paramount for all youth in Dallas County Juvenile Department facilities.
- B. All youth, regardless of gender identity, gender expression or sexual orientation, need to feel safe in their surroundings, in order for positive programming and youth outcomes to occur.
- C. Rules must be maintained with dignity and respect for all residents, regardless of their gender identity, gender expression, or sexual orientation.
- D. Staff should help youth to understand their decisions, and youth should be given the appropriate opportunity to express themselves.
- E. Staff should provide youth with information about the staffing process through the outlined Grievance Procedure.
- F. Unless there is reason to the contrary, staff should not over-emphasize gender identity, gender expression, and sexual orientation issues (i.e., youth are placed in Dallas County Juvenile Department facilities because of their behaviors, not their gender identities, gender expression, or sexual orientations).
- G. Staff should set a good example and make students aware that any anti-GLBTQ threats of violence, actual violence, or disrespectful or suggestive comments or gestures will not be tolerated concerning any Dallas County Juvenile Department youth.
- H. The treatment team should decide how to approach certain issues, as they would with behavior of any youth (i.e., as a team or in each specific unit). Good childcare practice requires consistency.
- I. Certain behaviors are inappropriate regardless of gender identity, gender expression or sexual orientation (e.g., seductive or sexual behavior, exchanging sexually suggestive notes). Staff must maintain boundaries for safe and appropriate behavior with all students.
- J. As with all students, GLBTQ students shall be included in all activities or jobs for which they qualify and show a positive interest.

I. Policy:

Research Programs:

- A. The Juvenile Board shall review proposals for research to ensure conformity with departmental policy.
- B. Departmental policy shall forbid student participation in medical, pharmacological, and cosmetic research programs.
- C. Students may voluntarily participate in approved research programs with the written consent of the student's parent, guardian or custodian. A student's non-participation shall not have adverse consequences on the student.

II. Definitions: None

III. Procedure:

Any research programs for the Dallas County Juvenile Justice Alternative Education Program must have all proposals approved by the Juvenile Board.

All research programs involving medical, pharmacological and cosmetic areas are strictly prohibited.

Any research programs that are approved by the Juvenile Board must have a written acknowledgement and consent form from each student's parent, legal guardian or custodian.

Any student choosing not to participate or a parents, legal guardian or custodian refusal to allow a student to participate in a research program may not result in disciplinary action.

Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.) Policies and Procedures for Dallas County J.J.A.E.P., 2015 Revision	
Abuse, Neglect, Exploitation, Death, and Serious Incidents	Related Standards: 348.134, 358

I. Policy:

Texas Family Code 261.101 requires that if a professional, employee, or contractor has cause to believe that a child has been abused, neglected, exploited, or may be abused or neglected, or that a child is a victim of an offense under Section 21.11, Penal Code, and the professional has cause to believe that the child has been abused as defined by Section 261.001 or 261.401, the professional shall make a report no later than the 48th hour after the professional first suspects that the child has been or may be abused or neglected or is a victim of an offense under Section 21.11, Penal Code. A professional may not delegate to or rely upon another person to make the report.

The requirement to report applies without exception to an individual, whose personal communications may be otherwise privileged, including an attorney, a member of the clergy, a medical practitioner, a social worker, a mental health provider, and an employee of a clinic or health care facility that provides reproductive services.

Unless waived in writing by the person making the report, the identity of the individual making a report under Chapter 261 of the Family Code is confidential and may be disclosed only: as provided by Texas Family Code 261.021; or to a law enforcement officer for the purposes of conducting a criminal investigation of the report.

A report shall be made to:

- 1) Appropriate local or state law enforcement agency.
- 2) The Texas Department of Families and Protective Services if the alleged or suspected abuse involves a person not affiliated with the Dallas County Juvenile Department who is responsible for the care, custody, or welfare of the child.
- 3) The state agency that operates, licenses, certifies or registers the facility in which the alleged abuse or neglect occurred; or
- 4) The agency designated by the court to be responsible for the protection of children.

The person making a report shall identify, if known:

- 1) The name and address of the child;
- 2) The name and address of the person responsible for the care, custody, or welfare of the child; and
- 3) Any other pertinent information concerning the alleged or suspected abuse or neglect.

A person commits an offense if the person has cause to believe that a child's physical or mental health or welfare has been or may be adversely affected by abuse or neglect and knowingly fails to report as provided by Chapter 261 of the Texas Family Code. An offense under this section is a Class A misdemeanor.

Additionally, TJJD requires any employee, volunteer or intern of a juvenile justice program or facility to report any allegations of abuse, neglect or exploitation to TJJD and local law enforcement within 24 hours.

Unless otherwise noted, standards for TAC Chapter 358 apply to all allegations of abuse, neglect, and exploitation, death and serious incidents, involving a juvenile and an employee, intern, volunteer,

contractor, or service provider in a juvenile probation department, juvenile justice program, or juvenile justice facility regardless of the location of the alleged abuse, neglect, exploitation death, or serious incident.

The Dallas County Juvenile Department has policies and procedures for reporting serious incidents to TJJD and for reporting deaths, serious incidents and alleged abuse, neglect, and exploitation to local law enforcement, TJJD, and other appropriate governmental units.

Data Collection

Juvenile probation departments, juvenile justice programs, and juvenile justice facilities shall fully and promptly provide requested data pertinent to alleged abuse, neglect, exploitation, death, and serious incidents to TJJD.

The data shall be submitted in the electronic format requested or supplied by TJJD.

The data shall include:

1. Alleged victim's name;
2. Alleged victim's personal identification number (PID);
3. Name of subject(s) of investigation;
4. Date of birth and driver's license or state issued identification number of subject(s) of investigation;
5. Date of alleged incident;
6. Time of alleged incident;
7. Date the alleged incident was reported to TJJD;
8. Type of alleged incident (i.e., abuse, neglect, or exploitation (ANE), death or serious incident(SI));
9. Type of injury if applicable;
10. Restraint related, if so, what type (i.e., personal, mechanical, or chemical);
11. Disposition of internal investigation (i.e., founded, unfounded, inconclusive); and
12. County generated case identification number.

The data shall be supplied at least annually or as required by TJJD.

Serious Incidents

Any person who witnesses, learns, of, receives an oral or written statement from a juvenile or other person with knowledge of or who has a reasonable belief as to the occurrence of a serious incident involving a juvenile shall report to TJJD.

A report of a serious incident shall be made within 24 hours from the time a person gains knowledge of or suspects the serious incident occurred.

The report shall be made by phone (877-786-7263) or by faxing (512-424-6716) or e-mailing a completed Incident Report form to TJJD. If the report is made by phone, a completed Incident Report Form shall be subsequently submitted to TJJD within 24 hours of the phone report.

A treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to TJJD within 24 hours of receipt.

Abuse, Neglect, and Exploitation

Any person who witnesses, learns of, or receives an oral or written statement from an alleged victim or other person with knowledge of or who has reasonable belief as to the occurrence of an alleged abuse, neglect, or exploitation involving a juvenile shall report to TJJD and local law enforcement.

In accordance with Texas Family Code 261.101, the duty to report cannot be delegated to another person.

A report of alleged abuse, neglect, or exploitation, other than death and allegations involving serious physical abuse or sexual abuse, shall be made within 24 hours from the time a person gains knowledge of or suspects the alleged abuse, neglect, or exploitation.

The report shall be made by phone (877-786-7263) or by faxing (512-424-6716) or e-mailing a completed Incident Report form to TJJD. If the report is made by phone, a completed Incident Report Form shall be subsequently submitted to TJJD within 24 hours of the phone report.

Allegations Occurring Outside of the Juvenile System

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

Reporting to the Texas Department of Family and Protective Services may be made by calling the toll free number (800-252-5400) or online at www.txabusehotline.org.

Reporting to the Texas Department of State Health Services may be made by calling the toll free number (800-832-9623).

Reporting of Allegations by Juveniles

Juveniles in a facility or program have the right to report to TJJD alleged abuse, neglect, and exploitation, including death.

Juveniles shall be advised in writing during orientation of their right to report allegations of abuse, neglect, and exploitation and of TJJD's toll free number (877-786-7263) available for reporting the allegations.

The Dallas County Juvenile Department shall ensure that juveniles have reasonable, free, and confidential access to TJJD for reporting allegations of abuse, neglect, and exploitation. Upon request of a juvenile, staff shall facilitate the juvenile's unimpeded access to TJJD to report allegations of abuse, neglect, and exploitation.

Parental Notification

Notification, or diligent efforts to notify, shall be made to the parents, guardians, custodians of a juvenile who has died or who is the alleged victim of alleged abuse, neglect, or exploitation. The notification, or the diligent efforts to make the notification shall be made as soon as possible, but no later than 24 hours from the time a person gains knowledge of or suspects the alleged abuse, neglect, exploitation, or death occurred.

The notification shall be made by phone, in writing, or in person by the J.J.A.E.P. Administrator or designee. The notification, or the diligent efforts to make the notification, shall be documented on the TJJD Incident Report Form or in the internal investigation report.

Serious Physical Abuse and Sexual Abuse

Any person who witnesses, learns of, or receives an oral or written statement from an alleged victim or

other person with knowledge of or who has reasonable belief as to the occurrence of alleged serious physical abuse or sexual abuse involving a juvenile shall report to TJJD and local law enforcement.

A report of alleged serious physical abuse or sexual abuse shall be made to local law enforcement immediately, but no later than one hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse; and a report of serious physical abuse or sexual abuse shall be made to TJJD immediately, but no later than four hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse.

The initial report shall be made by phone to law enforcement. The initial report shall be made by phone to TJJD using the toll free number (877-786-7263) as designated by TJJD; and within 24 hours of the report by phone of alleged serious physical abuse or sexual abuse, the completed Incident Report Form shall be submitted to TJJD by fax (512-424-6716) or e-mail.

Death

The Deputy Director of Education or the J.J.A.E.P Administrator shall report to TJJD and local law enforcement the death of a juvenile that: occurs on the premises of a juvenile probation department, juvenile justice program, or juvenile justice facility; or emanates from an illness, incident, or injury that occurred, was discovered, or reported on the premises of a juvenile probation department, juvenile justice program, or juvenile justice facility; or occurs while in the presence of a juvenile probation department, juvenile justice program, or juvenile justice facility employee, intern, volunteer, contractor, or service provider, regardless of the location.

A report of a death shall be made to local law enforcement immediately, but no later than one hour of the discovery or notification of the death; and a report of death shall be made to TJJD immediately, but no later than four hours from the discovery or notification of the death.

The initial report shall be made by phone to law enforcement. The initial report shall be made by phone to TJJD using the toll free number (877-786-7263) as designated by TJJD; and within 24 hours of the death of a juvenile, the completed Incident Report Form shall be submitted to TJJD by fax (512-424-6716) or e-mail.

Internal Investigation

An internal investigation shall be conducted by a person qualified by experience or training to conduct a comprehensive investigation in case in which abuse, neglect, exploitation, or death is alleged to have occurred.

The Dallas County Juvenile Department shall ensure that internal investigations are completed as required by applicable laws and professional standards. The internal investigation shall be conducted in accordance with the policies and procedures of the Dallas County Juvenile Department.

The internal investigation shall be initiated immediately upon the Deputy Director of Education, J.J.A.E.P. Administrator and/or designee gaining knowledge of the alleged abuse, neglect, exploitation, or death. However, the initiation of the internal investigation shall be postponed if: directed by law enforcement; requested by TJJD; or initiating the internal investigation compromises the integrity of a potential crime scene.

The internal investigation shall be completed within 30 days of the initial report to TJJD. TJJD may extend this timeframe upon request. If an extension is granted, TJJD may request submission of all information compiled to date or a statement of the status of the investigation.

Reassignment or Administrative Leave During the Internal Investigation

Upon gaining knowledge of alleged abuse, neglect, or exploitation, and until the finding of the internal investigation is determined, the J.J.A.E.P. Administrator shall immediately place any person alleged to have abused, neglected, or exploited a juvenile on administrative leave or reassign the person to a position having no contact with the alleged victim or other juveniles.

If during the internal investigation, the person(s) alleged to have abused, neglected, or exploited a juvenile resigns or is terminated from employment, TJJD shall be notified no later than the second business day after the resignation or termination.

If an individual who has resigned or was terminated obtains employment in another jurisdiction prior to the finding of the internal investigation being determined, the persons(s) under investigation shall not be placed in a position having any contact with any juveniles until the disposition of the internal investigation is finalized in the county of previous employment.

Written and Electronically Recorded Statements

During the internal investigation, diligent efforts shall be made to obtain written or electronically recorded oral statements from all persons with direct knowledge of the alleged incident.

Juvenile Board Responsibilities

If an administrator (including the J.J.A.E.P. Administrator) is the person alleged to have abused, neglected, or exploited a juvenile and the administrator is the highest ranking member of the juvenile probation department, juvenile justice program, or juvenile justice facility, the juvenile board shall: conduct the internal investigation in accordance with TAC 358.700; or appoint an individual to conduct the internal investigation in accordance with TAC 358.700 who is not one of the following: the person alleged to have abused, neglected, or exploited a juvenile; a subordinate of the person alleged to have abused, neglected, or exploited a juvenile; or a law enforcement officer currently acting in the capacity as a criminal investigator for the alleged abuse, neglect, exploitation, or death of a juvenile.

Corrective Measures

At the conclusion of an internal investigation, the governing board, the juvenile board, administrator, or designee shall take appropriate corrective measures, if warranted, that may include, but are not limited to:

a review of the policies and procedures pertinent to the alleged incident; revision or modification of any policies or procedures as needed; administrative disciplinary action or appropriate personnel actions against all persons found to have abused, neglected, or exploited a juvenile; and the provision of additional training for all appropriate persons to ensure the safety of the juveniles, employees, interns, volunteers, contractors, and service providers.

Internal Investigation Report

An internal investigation report shall be completed at the conclusion of all internal investigations resulting from alleged abuse, neglect, exploitation, or death of a juvenile.

Internal Investigation Report Components

The internal investigation report shall include:

1. The date the internal investigation was initiated;
2. The date the internal investigation was completed;
3. The date the alleged victim's parent, guardian, or custodian was notified of the allegation or documentation of diligent efforts to provide the notification were made;

4. A summary of the internal investigation;
5. Relevant policies and procedures related to the incident;
6. A summary or listing of the steps taken during the internal investigation;
7. A written summary of the content of all oral interviews conducted;
8. A listing of all evidence collected during the internal investigation, including all audio and/or video recordings, polygraph examinations, etc.;
9. Relevant findings of the investigation that support the disposition;
10. The assigned disposition of the internal investigation: founded; unfounded; or inconclusive;
11. The administrative disciplinary action or corrective measures taken to date, if applicable (e.g. termination, suspension, retrained, returned to duty, or none, etc.);
12. The date the internal investigation report was completed;
13. The names of all persons who participated in conducting the investigation; and
14. The name and signature of the person who submitted the internal investigation report.

A copy of the internal investigation report shall be submitted to TJJD within five calendar days following its completion.

The following documentation collected during the internal investigation shall be submitted to TJJD with the internal investigation report: written statements; relevant medical documentation, if the release is authorized by law; training records, if applicable; and any other documentation used to reach the disposition of the internal investigation.

Cooperation with TJJD Investigation

The juvenile board, administrator or designee shall fully and promptly cooperate with a TJJD investigation of alleged abuse, neglect, exploitation, or death of a juvenile by providing all evidence requested by TJJD in the format requested.

All persons shall fully cooperate with any investigation of alleged abuse, neglect, exploitation, or death of a juvenile.

The juvenile board, administrator, or designee shall make a diligent effort to identify and make available for questioning all persons with knowledge of alleged abuse, neglect, exploitation, or death which is the subject of a TJJD investigation.

II. Definitions:

Abuse, Neglect, or Exploitation: is defined as having the meaning ascribed under the Texas Family Code 261.001 and 261.401. For the purposes of TAC Chapter 358, "abuse" includes serious physical abuse and sexual as defined in this section.

Abuse - means an intentional, knowing or reckless act or omission by an employee, volunteer, or other individual working under the auspices of a facility or program that causes or may cause emotional harm or physical injury to, or the death of a child served by the facility or program.

Neglect - means a negligent act or omission by an employee, volunteer, or other individual working under the auspices of a facility or program, including failure to comply with an individualized treatment plan, plan of care, individualized service plan, that causes or may cause substantial emotional harm or physical injury to, or the death of, a child serviced by the facility or program.

Exploitation – means the illegal or improper use of a child or of the resources of a child for monetary or personal benefit, profit, or gain by an employee, volunteer, or other individual working under the

auspices of a facility or program.

Alleged Victim: is defined as a juvenile under the jurisdiction of the juvenile court or participating in a program operated under the authority of the governing board or juvenile board who is alleged to be a victim of abuse, neglect, or exploitation.

Attempted Suicide: is defined as any voluntary and intentional action that could reasonably result in taking one's own life.

Emotional Abuse: is defined as mental or emotional injury to a juvenile that results in an observable and material impairment in the juvenile's growth, development, or psychological functioning; causing or permitting a juvenile to be in a situation that causes mental or emotional injury; and is generally verbal in nature.

Escape: is defined as the voluntary, unauthorized departure, or attempt to depart, by an individual who is in custody; or failure to return to custody following an authorized temporary leave for a specific purpose or limited period.

Founded: is defined as the finding assigned to an internal investigation when the evidence indicates that the conduct, which formed the basis of an allegation of abuse, neglect, or exploitation, occurred.

Incident Report Form: is defined as the required form used to report to TJJD allegations of abuse, neglect, exploitation, death, and serious incidents.

Inconclusive: is defined as the finding assigned to an internal investigation when the evidence does not clearly indicate whether or not the conduct, which formed the basis of an allegation of abuse, neglect, or exploitation, occurred.

Internal Investigation: is defined as a formalized and systematic inquiry conducted by the administrator or designee of a juvenile probation department, juvenile justice program, or juvenile justice facility in response to an allegation of abuse, neglect, or exploitation, or death.

Internal Investigation Report: is defined as the written report submitted to TJJD that summarizes the steps taken and evidence collected during an internal investigation of alleged abuse, neglect, exploitation, or death.

Juvenile: is defined as a person who is under the jurisdiction of the juvenile court, confined in a juvenile justice facility, or participating in a juvenile justice program.

Medical Neglect: is defined as failure to seek, obtain, or follow through with medical care for a juvenile.

Medical Treatment: is defined as medical care, processes, and procedures that are performed by a physician, physician assistant, licensed nurse practitioner, emergency medical technician(EMT), paramedic, or dentist. Diagnostic procedures are excluded unless further intervention beyond basic first aid is required.

Physical Abuse: is defined as physical injury that results in substantial harm and for the purposes of this section includes the following acts or omissions: physical injury that results in substantial harm or the threat of substantial harm; failure to prevent an action by another that causes physical injury; and causing, permitting, or encouraging a child to use a controlled substance.

Professional: is defined by the Texas Family Code 261.101 (b) as an individual who is licensed or certified by the state or who is an employee of a facility licensed, certified, or operated by the state and who in the normal course of official duties or duties for which a license or certification is required has direct contact with children. The term includes teachers, nurses, doctors, day-care employees, employees of a clinic or health care facility that provides reproductive services, juvenile probation officers, and juvenile supervision officers.

Reasonable Belief: is defined as a belief that would be held by an ordinary and prudent person in the same circumstance as the reporter.

Report: is defined as formal notification to TJJD of an alleged abuse, neglect, exploitation or death, or of serious incident.

Reportable Injury: is defined as any injury sustained accidentally, intentionally, or recklessly or otherwise that: Requires medical treatment as defined in this section; or Results from a personal, mechanical, or chemical restraint as defined in this section.

Serious Incident: is defined as attempted escape, attempted suicide, escape, reportable injury, youth on youth physical assault or youth sexual conduct as defined in this section.

Serious Physical Abuse: is defined as bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect, or exploitation, if the bodily harm or condition requires medical treatment as defined in this section.

Sexual Abuse: is defined as conduct committed by any person against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact. A juvenile may not affirmatively or impliedly consent to sexual abuse by contact or sexual abuse by non-contact. Sexual abuse includes sexual conduct with a juvenile; failure to prevent sexual conduct; and compelling or encouraging sexual conduct.

Sexual Abuse by Contact: is defined as any physical contact with a juvenile that includes intentional touching of the genitalia, anus, groin, breast, inner thigh or buttocks with the intent to abuse, intimidate, hurt, humiliate, harass, arouse, or gratify sexual desire. These behaviors include deviate sexual intercourse, sexual contact, sexual intercourse, and sexual performance.

Deviate Sexual Intercourse - means any contact between any parts of the genitals of one person and the mouth or anus of another person; or the penetration of the genitals or anus of another person with a hand, finger, or other object.

Sexual Contact - means the following acts, if committed with the intent to arouse or gratify the sexual desire of any person: any touching by a person, including touching through clothing, of the anus, breast, or any part of the genitals of a person; or any touching of any part of the body of a person, including touching through clothing, with the anus, breast, or any part of the genitals of a person.

Sexual Intercourse – means any penetration of the female sex organ by the male sex organ.

Sexual Performance – means acts of a sexual or suggestive nature performed in front of one or more persons including simulated or actual sexual intercourse, deviate sexual intercourse, bestiality, masturbation, sado-masochistic abuse or lewd exhibition of the genitals, the anus, or any portion of the female breast below the top of the areola.

Sexual Abuse by Non-Contact: is defined as any sexual behavior, conduct, harassment or actions other than those defined by sexual abuse by contact, which are exhibited, performed, or simulated: in the presence of a juvenile or with reckless disregard for the presence of a juvenile; with the intent to arouse or gratify the sexual desire of any person; with the intent to intimidate, hurt , humiliate, or harass any person; including repeated verbal statements or comments of a sexual nature; and including demeaning references to gender, derogatory comments about body or clothing, or profane or obscene language or gestures. These behaviors include indecent exposure, voyeurism, distribution or exhibition of pornographic or sexually explicit material or sexual performance.

Subject of Investigation: is defined as a person alleged as being responsible for the abuse, neglect, or exploitation of a juvenile through the person's own actions or failure to act.

Substantial Injury: is defined as an injury that is significant in size, degree, or severity.

Supervisory Neglect: is defined as failure to provide juvenile with food, shelter, or clothing; failure to conduct timely room checks,; and failing to remove a juvenile from a situation where he/she would be exposed to harm committed by another juvenile.

Unfounded: is defined as the finding assigned to an internal investigation when the evidence indicates the conduct, which formed the basis of the allegation of abuse, neglect, or exploitation, did not occur.

Youth on Youth Physical Assault: is defined as a physical altercation between two or more juveniles that results in any of the involved parties sustaining an injury that requires medical treatment as defined in this section.

Youth Sexual Conduct: is defined as two or more juveniles, regardless of age, who engage in deviate sexual intercourse, sexual contact, sexual intercourse, sexual performance as defined in this section, conduct or actions which are exhibited, performed, or simulated. A juvenile may not consent to sexual abuse by contact or sexual abuse by non-contact as defined in this section under any circumstances. Consent may not be implied regardless of the age of the juvenile.

III. Procedure:

A. Any staff member, volunteer, intern, or contract service provider who witnesses, learns of, or receives an oral or written statement from an alleged victim or other person with knowledge of or who has reasonable belief as to the occurrence of an alleged abuse, neglect, or exploitation involving a juvenile that is alleged to involve an employee, intern, volunteer, contractor, or service provider of the Dallas County Juvenile Department shall immediately notify his/her immediate supervisor and write an incident report.

1. Supervision personnel shall:

- a. ensure that the report of alleged abuse, neglect, or exploitation, other than death and allegations involving serious physical abuse or sexual abuse, is made within 24 hours from the time a person gains knowledge of or suspects the alleged abuse, neglect, or exploitation;
- b. make the report by phone (877-786-7263) or by faxing (512-424-6716) or e-mailing a completed Incident Report Form to TJJD;
- c. if the report is made by phone, complete an Incident Report Form and subsequently submit to TJJD within 24 hours of the phone report;
- d. initiate and complete an internal investigation within 30 business days of the initial report to TJJD in the manner required by TAC 358.700;
- e. re-assign the person(s) alleged to have abused, neglected, or exploited where he/she has no contact with the alleged victim, relatives of the alleged victim, or other juveniles until the

finding of the internal investigation is determined (it is the Department's practice to re-assign a person alleged to have abused, neglected, or exploited a juvenile whenever possible rather than place him/her on administrative leave); and

- f. Complete and submit to TJJD an internal investigation report within five calendar days of its completion as required by TAC 358.800 by using TJJD's ANE Internal Investigation Report Form. Copies of the Internal Investigation Report Form shall be submitted to the Deputy Director of Education, J.J.A.E.P. Administrator and Quality Assurance Administrator.
2. Supervision personnel shall:
 - a. ensure that a report of alleged serious physical abuse or sexual abuse shall be made to local law enforcement immediately, but no later than one hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse;
 - b. make a report of serious physical abuse or sexual abuse to TJJD immediately, but no later than four hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse;
 - c. make the initial report of alleged serious physical abuse or sexual abuse by phone to law enforcement;
 - d. make the initial report by phone to TJJD using the toll free number (877-786-7263) as designated by TJJD;
 - e. within 24 hours of the report by phone of alleged serious physical abuse or sexual abuse, the completed Incident Report Form shall be submitted to TJJD by fax (512-424-6716) or e-mail;
 - f. initiate and complete an internal investigation within 30 business days of the initial report to TJJD in the manner required by TAC 358.700;
 - g. re-assign the person(s) alleged to have abused, neglected, or exploited where he/she has no contact with the alleged victim, relatives of the alleged victim, or other juveniles until the finding of the internal investigation is determined (it is the Department's practice to re-assign a person alleged to have abused, neglected, or exploited a juvenile whenever possible rather than place him/her on administrative leave);
 - h. Complete and submit to TJJD an internal investigation report within five calendar days of its completion as required by TAC 358.800 by using TJJD's ANE Internal Investigation Report Form. Copies of the Internal Investigation Report Form shall be submitted to the Deputy Director of Education, J.J.A.E.P. Administrator and Quality Assurance Administrator.
3. The Deputy Director of Education and/or the J.J.A.E.P. Administrator shall:
 - a. make a report of a death shall to local law enforcement immediately, but no later than one hour of the discovery or notification of the death;
 - b. make a report of death shall be made to TJJD immediately, but no later than four hours from the discovery or notification of the death;
 - c. make the initial report by phone to law enforcement;
 - d. make the initial report by phone to TJJD using the toll free number (877-786-7263) as designated by TJJD; and within 24 hours of the death of a juvenile, the completed Incident Report Form shall be submitted to TJJD by fax (512-424-6716) or e-mail;
 - e. in accordance with Texas Code of Criminal Procedure Article 49.18(b) conduct an investigation of the death;
 - f. conduct the investigation in accordance with TAC 358.700; and
 - g. upon the conclusion of the internal investigation of the custodial death of a juvenile in a facility, the Deputy Director of Education shall:
 - (1) in accordance with Texas Code of Criminal Procedure Article 49.18(b), file a written report of the cause of death with the state Attorney General no later than 30 days after the juvenile's death;
 - (2) submit a copy of the death investigation report to TJJD within 10 calendar days of

completion; and
(3) complete an internal investigation report in accordance with TAC 358.800.

- B. Any staff member, volunteer, intern, or contract service provider who witnesses, learns of, or receives an oral or written statement from an alleged victim or other person with knowledge of or who has reasonable belief as to the occurrence of an alleged abuse, neglect, or exploitation involving a juvenile, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of the Dallas County Juvenile Department shall be reported to law enforcement or the appropriate governmental unit as required in the Texas Family Code Chapter 261.
- C. Any staff member, volunteer, intern, or contract service provider who witnesses, learns of, or receives an oral or written statement from an alleged victim or other person with knowledge of or who has reasonable belief as to the occurrence of an alleged abuse, neglect, or exploitation involving a juvenile in a program or facility operated, licensed, certified, or registered by the Texas Department of Protective and Family Services or Texas Department of State Health Services shall immediately notify his/her immediate supervisor and write an incident report. Reporting those agencies shall be completed as required.

Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.) Policies and Procedures for Dallas County J.J.A.E.P., 2015 Revision	
Prison Rape Elimination Act: Zero Tolerance	Related Standards: TAC 348.134, TAC 348.136, § 115.311 –§ 115.389

I. Policy:

All JJAEPs shall have a zero tolerance policies and practices regarding sexual abuse in accordance with the Prison Rape Elimination Act of 2003 that provides for administrative and/or criminal disciplinary sanctions.

The Prison Rape Elimination Act of 2003 (PREA) is a federal law that supports the elimination, reduction, and prevention of sexual abuse in adult and juvenile facilities as well as community correction programs.

Pursuant to PREA, the National Standards to Prevent, Detect, and Respond to Prison Rape: Final Rule were posted to the Federal Register on June 20, 2012 and became law on August 20, 2012.

The standards apply to all facilities operated by the Juvenile Department, and they are required to comply with PREA standards.

Zero Tolerance

The Dallas County Juvenile Department mandates zero tolerance towards any form of conduct that meets the definition of sexual abuse or sexual harassment. The safety and well-being of all referred juveniles is paramount, and the Department must extend all efforts to prevent, detect, and respond to such conduct.

Further, the Department and its operated facilities must comply with all applicable PREA standards adopted by the United States Department of Justice.

The Department achieves zero tolerance through the following:

A. Prevention Planning

1. PREA Coordinator/PREA Compliance Manager

The Department has designated the Quality Assurance Administrator to serve as the PREA Coordinator. The Quality Assurance Administrator's primary responsibility is to ensure that the Department's compliance with applicable laws and standards and has the sufficient time and authority to develop, implement, and oversee the Department's efforts to comply with the PREA standards in all of its facilities.

2. Supervision and Monitoring

Staffing Plan

The Department ensures that all of the facilities it operates develop, implement and document a facility specific staffing plan that provides for adequate levels of staffing, and where applicable, video monitoring, to protect juveniles against sexual abuse.

Ratios

The Dallas County J.J.A.E.P. maintains instructional ratios as required by TAC Chapter 348 which are currently 1 to 16 preferred with 1 to 24 maximum, and operational staff ratios as required by TAC Chapter 348 which are currently 1:8 preferred with 1 to 12 maximum.

3. Limits to Cross-Gender Viewing and Searches

Student searches are conducted in accordance with TAC 348.120(i) and each Department operated facility's policies and procedures.

- a. Cross gender pat-down searches and strip searches of any juvenile are prohibited in all Department operated facilities.
- b. No staff member of the opposite gender views students while performing bodily functions, and/or changing clothes.
- c. A transgender or intersex student is not searched or physically examined to determine his/her genital status, nor is he/she referred to medical staff for that sole purpose.
- d. A transgender or intersex student is asked which gender staff member he/she prefers to conduct pat-down searches and viewing.
- e. Staff members conduct searches on all juveniles, including transgender and intersex students, in a professional and respectful manner while maintaining program safety and security.

4. Students with Disabilities and Students who are Limited English Proficient

The Department takes appropriate steps to ensure that students with disabilities or who are limited English proficient have an equal opportunity to participate in or benefit from all aspects of the Department's efforts to prevent, detect, and respond to sexual abuse and sexual harassment. These steps include providing access to:

- a. Interpreters; and
- b. Written materials provided in formats or through methods that ensure effective communication.

When interpreters are needed:

- a. The Department takes steps to provide interpreters who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary; and
- b. The Department does not rely on student interpreters, student readers, or other types of student assistants except in limited circumstances where an extended delay in obtaining an effective interpreter could compromise the resident's safety.

5. Hiring and Promotion Decisions

The Department does not hire or promote anyone who may have contact with juveniles, and does not enlist the services of any contractor who may have contact with juveniles, who:

- a. Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
- b. Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent refuse; or

- c. Has been civilly or administratively adjudicated to have engaged in the activity described in number 2 above.

The Department considers any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with juveniles. Before hiring new employees who may have contact with juveniles, the Department:

- a. Performs a criminal background records check through the Texas Department of Public Safety (DPS) Fingerprint Applicant Services of Texas (FAST);
- b. Consults the central child abuse registry maintained by the Texas Department of Family and Protective Services, and all newly hired employees have been cleared by the registry; and
- c. Consistent with Federal, State, and local law, makes its best efforts to contact all prior institutional employers for information on substantiated allegations of sexual abuse or any resignation during a pending investigation of an allegation of sexual abuse.

For any contractor who may have contact with juveniles:

- a. The Department performs a criminal history search through the Texas Department of Public Safety (DPS) Fingerprint Applicant Services of Texas (FAST) prior to enlisting the services of any contractor; and
- b. The central child abuse registry maintained by the Texas Department of Family and Protective Services is consulted prior to enlisting the services any contractor.

The Department conducts periodic criminal background records checks of current employees and contractors who may have contact with juveniles as the FAST system maintains an ongoing criminal background history of any applicant and alerts the Department of any new record or event.

The Department asks applicants and employees who may have contact with juveniles directly about previous misconduct described in the first paragraph of this section in written applications or interviews for hiring or promotions and in any interviews or written self-evaluations conducted as part of reviews of current employees.

The Department also imposes upon employees a continuing affirmative duty to disclose any such misconduct. Material omissions regarding such misconduct, or the provision of materially false information, must be grounds for termination.

Unless prohibited by law, the Department provides information on substantiated allegations of sexual abuse or sexual harassment involving a former employee upon receiving a request from an institutional employer for whom such employee has applied to work.

B. Responsive Planning

1. Evidence Protocol and Forensic Medical Examinations

The Department follows a uniform evidence protocol that is developmentally appropriate for youth based upon the most recent edition of “A National Protocol for Sexual Assault Medical Forensic Examinations, Adults/Adolescents” when investigating allegations of sexual abuse.

Where evidentiary or medically appropriate, the Department transports students who experience sexual abuse to a hospital, clinic, or emergency room that can provide for a medical examination by a Sexual Assault Nurse Examiner (SANE), Sexual Assault Forensic Examiner (SAFE), or other qualified medical practitioner.

The Department makes available to the student who experiences sexual abuse a victim advocate from the Victim Intervention Program/Rape Crisis through the Parkland Health and Hospital System.

If requested by the student who experiences sexual abuse, the victim advocate will accompany and support the student through the forensic medical examination process and investigatory interviews and must provide emotional support, crisis intervention, information, and referrals.

2. Policies to Ensure Referrals of Allegations for Investigations

The Department ensures that an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment.

- a. The Department refers allegations to the Dallas County Sheriff's Office as it is the designated law enforcement agency to conduct investigations of any potentially criminal behavior that stems from a sexual abuse or sexual harassment allegation that occurs in any Department operated facility.
- b. The Department completes either a TJJD Internal Investigation Report or a PREA Allegation Investigation Report on any allegation of sexual abuse and sexual harassment that occurs in a Department operated facility
- c. The Texas Juvenile Justice Department may also conduct an investigation of any sexual abuse or sexual harassment allegation that occurs in a Department operated facility in accordance with TAC Chapter 350.

C. Training and Education

1. Employee Training

The Department trains all employees who may have contact with juveniles on the following:

- a. Its zero-tolerance policy for sexual abuse and sexual harassment;
- b. How to fulfill their responsibilities under agency sexual abuse and sexual harassment prevention, detection, reporting, and response policies and procedures;
- c. Students right to be free from sexual abuse and sexual harassment;
- d. The right of students and employees to be free from retaliation for reporting sexual abuse and sexual harassment;
- e. The dynamics of sexual abuse and sexual harassment in juvenile facilities;
- f. The common reactions of juvenile victims of sexual abuse and sexual harassment;
- g. How to detect and respond to signs of threatened and actual sexual abuse and how to distinguish between consensual sexual contact and sexual abuse between juveniles;
- h. How to avoid inappropriate relationships with students;
- i. How to communicate effectively and professionally with students, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming juveniles;
- j. How to comply with relevant laws related to mandatory reporting of sexual abuse to outside authorities; and

- k. Relevant laws regarding the applicable age of consent.

All new employees who may have contact with juveniles are required to receive PREA training which is provided in the Department's Juvenile Supervision Officer and Juvenile Probation Officer Academy.

Each employee will be provided with refresher PREA related training at least every two years to ensure that all employees know the Department's current sexual abuse and sexual harassment policies and procedures. An employee will receive additional training if the employee is reassigned from a facility that houses only male residents to a facility that houses only female residents, or vice versa.

The Department provides and makes readily available to all employees current sexual abuse and sexual harassment policies.

The Department documents employees' written verification that they understand the training they have received.

2. Volunteer and Contractor Training

The Department ensures that all volunteers and contractors who have contact with juveniles have been trained on and understand their responsibilities under the Department's zero tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.

The Department does not allow volunteers or contractors direct unsupervised access to juveniles of its facilities.

The Department documents volunteers' and contractors' written confirmation that they understand the training they have received.

3. Student Education

During the student orientation process, students and their parents, legal guardians or custodians receive information explaining, in an age appropriate fashion, the Department's zero tolerance policy regarding sexual abuse and sexual harassment and how to report incidents or suspicions of sexual abuse or sexual harassment.

The Department provides student education in formats accessible to all juveniles, including those who:

- a. are limited English proficient,
- b. are deaf, visually impaired, or otherwise disabled, and
- c. have limited reading skills.

The Department maintains documentation of student and parent acknowledgement from the Student Code of Conduct in their student file.

In addition to providing such education, the Department ensures that key information is continuously and readily available or visible through posters, the Student Code of Conduct, or other written formats.

4. Specialized Training: Investigations

Department staff members who investigate allegations of sexual abuse have received specialized training in conducting such investigations in confinement settings including:

- a. techniques for interviewing juvenile sexual abuse victims,
- b. proper use of *Miranda* and *Garrrity* warnings,
- c. sexual abuse evidence collection in confinement settings, and
- d. criteria and evidence required to substantiate a case for administrative action or prosecution referral.

The Department maintains documentation that the staff members have completed the required specialized training.

5. Specialized Training: Medical and Mental Health Care

The Department ensures that all full- and part-time medical and mental health care practitioners who work regularly in its facilities have been trained in:

- a. how to detect and assess signs of sexual abuse and sexual harassment;
- b. how to preserve physical evidence of sexual abuse;
- c. how to respond effectively and professionally to juvenile victims of sexual abuse and sexual harassment; and
- d. how and to whom to report allegations or suspicions of sexual abuse and sexual harassment.

All medical practitioners that provide services in Department operated facilities are employees of Parkland Health and Hospital System.

All mental health practitioners that provide services in Department operated facilities are employees of the Department and receive training in accordance with § 115.331.

D. Reporting

1. Student Reporting

Students may privately report sexual abuse and sexual harassment, retaliation by other students or staff for reporting sexual abuse and sexual harassment, and staff neglect or violation of responsibilities that may have contributed to such incidents by:

- a. using the facility's grievance process;
- b. calling TJJD's 24 hour toll-free number (877-786-7263); and
- c. telling any staff member or volunteer who are then required to report the incident to TJJD or to the appropriate government agency and law enforcement.

The Department accepts verbal and written reports made anonymously or by third parties and promptly documents any verbal reports. Anonymous and third party reports may be submitted by calling TJJD's 24 hour toll-free number (877-786-7263).

Department staff members may also privately report sexual abuse and sexual harassment of students by calling TJJD's 24 hour toll-free number (877-786-7263).

Information on how to report alleged sexual abuse and sexual harassment is posted in all of the public and secure areas of the Department's operated facilities accessible to all residents, staff, and the public.

2. Exhaustion of Administrative Remedies

The Department investigates all allegations of sexual abuse and imposes no time limits on when a juvenile may submit a grievance regarding such an allegation.

Students are not required to use the Dallas County J.J.A.E.P.'s grievance process to report an allegation of sexual abuse.

Any allegation of sexual abuse reported by a student using the grievance process is immediately assigned for investigation and referred to the appropriate oversight and law enforcement agencies.

Staff members who investigate allegations of sexual abuse are impartial and are not the subject of the allegation.

3. Access to Outside Support Services and Legal Representation

The Parkland Victim Intervention Program/Rape Crisis is the designated outside victim advocate for all of the Department's operated facilities. Information regarding the program including the toll free hotline is made available and posted in all facilities. The Department enables reasonable communication between students and the outside victim advocate in as confidential manner as possible.

Students are informed that Texas law requires that any report of abuse, neglect, or exploitation made to a facility staff member, volunteer, intern, or counselor must be reported to the Texas Juvenile Justice Department or to the appropriate government agency and law enforcement.

No Department operated facility detains persons solely for civil immigration purposes.

All Department operated facilities provide juveniles with reasonable and confidential access to their attorneys or other legal representation and reasonable access to parents or legal guardians.

4. Third-Party Reporting

The Department provides methods for third party reports of sexual abuse and sexual harassment to be submitted by either:

- a. contacting any staff member who is then required to report the incident to TJJD or to the appropriate government agency and law enforcement; or
- b. calling TJJD's 24 hour toll-free number (877-786-7263).

The Department distributes publicly information on how to report allegations of sexual abuse and sexual harassment.

F. Official Response Following a Resident Report

1. Staff and Agency Reporting Duties

All Department staff members are required to immediately report to their designated supervisors, the appropriate government agency, and law enforcement any knowledge, suspicion, or information they receive regarding:

- a. an incident of sexual abuse;
- b. an incident sexual harassment;
- c. retaliation against students or staff who reported such an incident; and
- d. any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation.

The reporting requirement applies to incidents that occur in any residential facility, not just those that are operated by the Department.

The reporting requirement includes staff members who are mental health practitioners, and they are required to inform residents at the initiation of services of their duty to report and the limitations of confidentiality.

In addition to the reporting requirements above, the Department also requires all staff members comply with any applicable mandatory child abuse reporting laws found in Chapter 261 of the Texas Family Code.

Department staff members are prohibited from revealing any information related to a sexual abuse report to anyone other than to the extent necessary to make treatment, investigation, and other security and management decisions.

Upon receiving any allegation of sexual abuse, the J.J.A.E.P. Administrator or his or her designee will promptly report the allegation to:

- a. the alleged victim's parents or legal guardians, unless the facility has official documentation showing the parents or legal guardians should not be notified;
- b. the alleged victim's caseworker instead of the parents or legal guardians if the alleged victim is under the guardianship of the child welfare system .
- c. the juvenile's attorney or other legal representative of record within 14 days of receiving the allegation if a juvenile court retains jurisdiction over the alleged victim.

The Department and its operated facilities assign all allegations of sexual abuse and sexual harassment, including third-party and anonymous reports, to the designated facility investigator.

2. Agency Protection Duties

When the Department learns that a juvenile is subject to a substantial risk of imminent sexual abuse, it takes immediate action to protect the resident.

3. Reporting to Other Confinement Facilities

All Department staff members must immediately notify their designated supervisors, the appropriate government agency, and law enforcement upon receiving an allegation that a juvenile was sexually abused while confined at another facility not operated by the Department.

The J.J.A.E.P. Administrator or his or her designee of the facility that received the allegation must notify the head of the facility or appropriate office of the agency where the alleged abuse occurred and must also notify the appropriate investigative agency.

Such notification must be provided as soon as possible, but no later than 72 hours after receiving the allegation.

The Department must document that it has provided such notification.

The facility head or Department office that receives such notification must ensure that the allegation is investigated in accordance with these standards.

4. Staff First Responder Duties

Upon learning of an allegation that a student was sexually abused, the first staff member to respond to the report is required to:

- a. Separate the alleged victim and abuser;
- b. Preserve and protect any crime scene until appropriate steps can be taken to collect any evidence; and
- c. If the abuse occurred within a time period that still allows for the collection of physical evidence:
 - i. request that the alleged victim not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating; and
 - ii. ensure that the alleged abuser does not take any actions that could destroy physical evidence.

5. Coordinated Response

The Department maintains a written plan to coordinate the actions taken among staff first responders, medical and mental health practitioners, investigators, and program leadership in response to an incident of sexual abuse.

6. Preservation of Ability to Protect Students from Contact with Abusers

The Department will not enter into any agreement that limits its ability to remove alleged staff sexual abusers from contact with students pending the outcome of an investigation or of a determination of whether and to what extent discipline is warranted.

7. Agency Protection Against Retaliation

The Department strictly prohibits any form of retaliation by a student or staff member who reports sexual abuse or sexual harassment or who cooperates with a sexual abuse or sexual harassment investigation.

To help protect against retaliation, the Department:

- a. designates certain staff members to monitor the person who reported the allegation and the alleged victim to determine whether retaliation is occurring;
 - i. the alleged victim will be monitored by a designated Psychology staff member;
 - ii. the student (non-victim) who reports sexual abuse or sexual harassment will be monitored by a designated Psychology staff member; and
 - iii. The staff member who reports sexual abuse or sexual harassment will be monitored by his or her direct supervisor unless that supervisor is named in the allegation. In this case, another supervisory level staff member will be assigned to conduct the monitoring;
- b. employs multiple measures to protect students and staff from retaliation, such as removal of alleged abusers from contact with victims, and emotional support services for students or staff who fear retaliation;
- c. monitors the conduct or treatment of an alleged victim or student who reports sexual abuse or sexual harassment for signs of retaliation including items such as disciplinary or progress reports, point sheets, and program changes;
- d. monitors the conduct or treatment of a staff member who reports sexual abuse or sexual harassment investigation for signs of retaliation including items such as negative performance reviews or reassignment;
- e. acts promptly to remedy any retaliation;
- f. includes periodic status checks in the case of students;
- g. takes appropriate measures to protect any other individual who cooperates with the investigation who expresses a fear of retaliation; and
- h. continues to monitor for retaliation for at least 90 days following a report of sexual abuse unless the allegation is unfounded;

G. Investigations

1. Criminal and Administrative Agency Investigations

The Department conducts prompt, thorough, and objective investigations into allegations of sexual abuse and sexual harassment, including third-party and anonymous reports.

When there is an allegation of sexual abuse, the Department uses investigators who have received special training in sexual abuse investigations involving juvenile victims.

Department investigators of sexual abuse and sexual harassment allegations are required to:

- a. gather and preserve direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data;
- b. interview alleged victims, suspected perpetrators, and witnesses; and
- c. review prior complaints and reports of sexual abuse involving the suspected perpetrator.

The Department will not terminate an investigation:

- a. solely because the source of the allegation recants the allegation; and / or
- b. due to the departure of the alleged abuser or victim from the employment or control of the facility or Department.

When the quality of evidence appears to support criminal prosecution, the Department will conduct compelled interviews only after consulting with prosecutors as to whether compelled interviews may be an obstacle for subsequent criminal prosecution.

Department investigators assess the credibility of an alleged victim, suspect, or witness on an individual basis and it is not determined by the person's status as student or staff.

The Department does not require a student who alleges sexual abuse to submit to a polygraph examination or other truth-telling device as a condition for proceeding with the investigation of such an allegation.

Administrative investigations must:

- a. include an effort to determine whether staff actions or failures to act contributed to the abuse; and
- b. be documented in written reports that include:
 - i. a description of the physical and testimonial evidence,
 - ii. the reasoning behind credibility assessments, and
 - iii. investigative facts and findings.

Substantiated allegations of conduct that appears to be criminal must be referred for prosecution. Criminal investigations of allegations of sexual abuse and sexual harassment that occur in Department operated facilities are conducted by the Dallas County Sheriff's Office.

The Department retains all administrative investigation reports for as long as the alleged abuser is incarcerated or employed by the Department, plus five years, unless the abuse was committed by a juvenile resident and applicable law requires a shorter period of retention.

When an outside agency conducts an investigation into an allegation of sexual abuse, Department staff members must cooperate with the outside investigators. Department management staff will attempt to remain informed about the progress of the investigation.

2. Evidentiary Standard for Administrative Investigations

An administrative investigation into an allegation of sexual abuse or sexual harassment requires no standard higher than a preponderance of the evidence in determining whether the allegation is substantiated.

H. Discipline

1. Disciplinary Sanctions for Staff

All staff members are subject to disciplinary sanctions up to and including termination for violating the Department's sexual abuse or sexual harassment policies.

Termination of employment is the presumptive disciplinary sanction for staff members who have engaged in sexual abuse.

Disciplinary sanctions for violations of Department policies relating to sexual abuse or sexual harassment (other than actually engaging in sexual abuse) are commensurate with the nature and circumstances of the acts committed, the staff member's disciplinary history, and the sanctions imposed for comparable offenses by other staff members with similar histories.

The Department reports to law enforcement (unless the activity was clearly not criminal) and to any relevant licensing bodies the following:

- a. all terminations of employment for violations of Department sexual abuse or sexual harassment policies, and
- b. resignations by staff members who would have been terminated from employment if not for their resignation.

2. Corrective Action for Contractors and Volunteers

The Department prohibits any contractor or volunteer who engages in sexual abuse from contact with juveniles and reports the abuse to law enforcement (unless the activity was clearly not criminal) and to relevant licensing bodies.

If a volunteer or contractor violates Department sexual abuse or sexual harassment policies but does not engage in sexual abuse, the Department takes appropriate remedial measures and considers whether to prohibit further contact with residents.

3. Interventions and Disciplinary Sanctions for Students

A student may be subject to disciplinary sanctions for engaging in sexual abuse only when:

- a. there is a criminal finding of guilt or an administrative finding that the student engaged in student on student sexual abuse; and
- b. the discipline is determined pursuant to a formal disciplinary process.

Any disciplinary sanction must be commensurate with the nature and circumstances of the abuse committed, the student's disciplinary history, and the sanctions imposed for comparable offenses by other students with similar histories.

The disciplinary process must consider whether a student's mental disabilities or mental illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.

The Department does not impose isolation as a disciplinary sanction.

The Department offers student abusers counseling or other interventions designed to address and correct underlying reasons or motivations for the abuse. The Department may require participation in such interventions as a condition of access to behavior based incentives, but not as a condition to access to general programming or education.

The Department may discipline a student for sexual contact with staff only upon a finding that the staff member did not consent to such contact.

The Department may not discipline a student if the resident made a report of sexual abuse in good faith based upon a reasonable belief that the alleged conduct occurred, even if an investigation does not establish evidence sufficient to substantiate the allegation.

II. Definitions:

Agency: means the unit of a State, local, corporate, or non-profit authority or of the Department of Justice, with direct responsibility for the operation of any facility that confines inmates, detainees, or resident, including the implementation of policy as set by the governing, corporate, or nonprofit authority. For the purposes of this chapter, the term agency is synonymous with the Dallas County Juvenile Department or Department.

Contractor: means a person who provides services on a recurring basis pursuant to a contractual agreement with the agency.

Direct staff supervision: means that security staff are in the same room with, and within reasonable hearing distance, of the resident.

Employee: means a person who works directly for the agency or facility.

Exigent circumstances: means a set of temporary and unforeseen circumstances that require immediate action in order to combat a threat to the security or institutional order of a facility.

Facility: means a place, institution, building (or part thereof), set of buildings, structure, or area (whether or not enclosing a building or a set of buildings) that is used by an agency for the confinement of individuals.

Facility head: means the principal official of a facility. for the purposes of this chapter, the term is synonymous with Facility Administrator/Superintendent.

Full compliance: means compliance with all material requirements of each standard except for *de minimis* violations, or discrete and temporary violations during otherwise sustained periods of compliance.

Gender nonconforming: means a person whose appearance or manner does not conform to traditional societal gender expectations.

Intersex: means a person whose sexual or reproductive anatomy or chromosomal pattern does not seem to fit typical definitions of male or female. Intersex medical conditions are sometimes referred to disorders of sex development.

Juvenile: means any person under the age of 18, unless under adult court supervision and confined or detained in a prison or jail.

Juvenile facility: means a facility that is primarily used to confine juveniles pursuant to the juvenile justice system or criminal justice system.

Medical practitioner: means a health professional, who by virtue of education, credentials, and experience, is permitted by law to evaluate and care for patients within the scope of his or her

professional practice. A “qualified medical practitioner” refers to such a professional who has also successfully completed specialized training for treating sexual abuse victims.

Mental health practitioner: means a mental health professional, who by virtue of education, credentials, and experience, is permitted by law to evaluate and care for patients within the scope of his or her professional practice. A “qualified mental health practitioner” refers to such a professional who has also successfully completed specialized training for treating sexual abuse victims.

Pat-down search: means a running of the hands over the clothed body of a resident by an employee to determine whether the individual possesses contraband.

Secure juvenile facility: means a juvenile facility in which the movements and activities of individual residents may be restricted or subject to control through the use of physical barriers or intensive staff supervision. A facility that allows residents access to the community to achieve treatment or correctional objectives, such as through educational or employment programs, typically will not be considered to be a secure juvenile facility. Secure facilities operated by the Department are the Dr. Jerome McNeil Jr. Detention Center, START and RDT Programs, and Medlock Treatment Center.

Security staff: means employees primarily responsible for the supervision and control of residents in housing units, recreational areas, dining areas, and other program areas of the facility. For the purposes of this chapter, this term is synonymous with juvenile supervision officer.

Sexual abuse: includes sexual abuse of a resident by another resident; and sexual abuse of a resident by a staff member, contractor, or volunteer.

Sexual abuse by another resident includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:

1. Contact between the penis and the vulva or the penis and the anus, including penetration however slight;
2. Contact between the mouth and the penis, vulva, or anus;
3. Penetration of the anal or genital opening of another person, however, slight, by a hand, finger, object, or other instrument; and
4. Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of any person, excluding contact incidental to a physical altercation.

Sexual abuse by a staff member, contractor, or volunteer includes:

1. Contact between the penis and the vulva or the penis and the anus, including penetration however slight;
2. Contact between the mouth and the penis, vulva, or anus;
3. Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;

4. Penetration of the anal or genital opening, however, slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
5. Any other intentional touching, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks that is unrelated to official duties or where the staff member contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
6. Any attempt threat, or request by a staff member, contractor or volunteer to engage in the activities described in numbers 1 – 5 directly above;
7. Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of a resident; and
8. Voyeurism by a staff member contractor, or volunteer.

Sexual harassment: includes repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one resident directed toward another; and repeated verbal comments or gestures of a sexual nature to a resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

Staff: means employees.

Strip search: means a search that requires a person to remove or arrange some or all clothing so as to permit a visual inspection of the person's breasts, buttocks, or genitalia.

Substantiated allegation: means an allegation that was investigated and determined to have occurred.

Transgender: means a person whose gender identity (internal sense of feeling male or female) is different from the person's assigned sex at birth.

Unfounded allegation: means an allegation that was investigated and determined not to have occurred.

Unsubstantiated allegation: means an allegation that was investigated and the investigation produced insufficient evidence to make a final determination as to whether or not the event occurred.

Volunteer: means an individual who donates time and effort on a recurring basis to enhance the activities and programs of the agency.

Voyeurism by a staff member, contractor, or volunteer: means an invasion of privacy of a resident by staff for reasons unrelated to official duties, such as peering at a resident who is using the toilet in his or her cell to perform bodily functions; requiring a resident to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a resident's naked body, or of a resident performing bodily functions.

Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.) Policies and Procedures for Dallas County J.J.A.E.P., 2015 Revision	
Medicine Administration	Related Standards: 348.112

I. Policy:

The Dallas County Juvenile Board shall adopt a policy concerning the administration of medication to students. The policy shall include:

- 1) a listing of which Dallas County J.J.A.E.P personnel are authorized to administer medication to students;
- 2) a requirement that, for any medication brought into the building by the student's parent, guardian, or custodian:
 - a) the facility administrator shall have a medical consent form from the parent, guardian or custodian to administer the medication; and
 - b) the medication shall be in the original, properly labeled container;
- 3) a requirement to document each administration of medication.

Medical:

- 1) The J.J.A.E.P. shall have a medical release on file for each student in accordance with <*>32.001 of the Texas Family Code signed by the student's parent, guardian or custodian.
- 2) In accordance with <*>142.005(a) of the Texas Human Resources Code, the J.J.A.E.P. shall have written policies and procedures governing the storage, use and distribution of all medication to students. The policy shall specify which personnel are authorized to dispense medication to students.
- 3) The student's parent, legal guardian or custodian shall provide a written request for the administration of the medication and the medication shall be in the original, properly labeled container.
- 4) The J.J.A.E.P. policies shall require that distribution of all medication be chronologically documented including the time administered, name of administrator, student's name, type of medication, and dosage.

II. Definitions: None

III. Procedure:

Medication and special equipment needed for health-care procedures will be provided and brought to school by the student's parent. Students may not carry medication or administer it to themselves except for physician-diagnosed asthmatics who self-administer inhaled emergency medications; diabetics who possess and carry supplies or equipment necessary to monitor and care for their diabetes; or students with the potential for anaphylaxis, who may self-administer emergency medications while on school premises or at a school-related event or activity.

Parents/guardians will also have to complete the medication consent form prior to the Dallas County J.J.A.E.P. accepting medication and any medication being administered.

In the absence of a medical staff, a designated Dallas County J.J.A.E.P. staff, including but not limited to the Behavior Specialist, Campus Administrator and/or District Office designee per the Deputy Director of Education will accept medication and have the authority to have the parent, guardian, and/or custodian of a Dallas County J.J.A.E.P. student to sign the medication consent form in its entirety before leaving any medication. Designated staff will not accept medication that is not properly labeled, nor will they accept OTC (over the counter) medication.

1. Prescribed medication will be administered during the school day when medication schedules cannot be adjusted to allow the medication to be given before or after school.
2. The J.J.A.E.P. Administrator will provide locked storage space where all medication and special equipment may be maintained apart from other clinic/office supplies and where students and unauthorized school personnel may not have access to the same.
3. Each student's medication will have an affixed prescription label that includes the student's name, the drug name, directions for dosage, and schedule for administering it. The name and address of the pharmacy, name of prescribing practitioner, and date the prescription is dispensed will all be included on the label. Special equipment items will also be identified by student name, and all such items will be restricted to use of the owner only.
4. The school nurse will give the initial dose of the prescribed medication and special health-care procedures. The nurse will explain to the principal or designated building administrator, the student, and the student's teacher(s) the anticipated outcomes of the treatment, including all possible adverse side effects of the medications/procedures and recommended action to be taken.
5. When the duration of a medication/special procedure is complete (or 12 months after prescribed), parents will be advised to pick up any unused portions of the medication or equipment. These items may be destroyed only with the parent's permission. Unclaimed medications may be disposed of according to Parkland Health Services recommended waste disposal. Discarded medication may not be thrown in trash containers, poured down a sink, or flushed down a toilet. Medications will not be returned to the student.
6. All medication and special health-care prescriptions will be reviewed yearly (12 months from initial request) with renewed, written permission for treatment to be obtained from both the physician and the parent.

Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.) Policies and Procedures for Dallas County J.J.A.E.P., 2015 Revision	
Restraints	Related Standards: TAC 348.122, 348.124, 348.126, 348.128, 348.130

I. Policy:

Restraint Requirements [348.126]:

The use of Restraints shall be governed by the following criteria:

- 1) Restraints shall only be used by J.J.A.E.P. staff certified in the use of the approved personal restraint technique;
- 2) Prior to participating in any restraint, J.J.A.E.P. staff shall be trained in the use of the J.J.A.E.P.'s specific verbal de-escalation policies, procedures and practices;
- 3) Prior to participating in a personal restraint J.J.A.E.P. staff shall have received training in the restraint used and have demonstrated competency in the use of that restraint used by the J.J.A.E.P.;
- 4) Restraints shall only be used in instances of threat of imminent self-injury, injury to others, or serious property damage;
- 5) Restraints shall only be used as a last resort;
- 6) Only the amount of force and type of restraint necessary to control the situation shall be used;
- 7) Restraints shall be implemented in such a way as to protect the health and safety of the student and others;
- 8) Restraints shall be terminated as soon as the student's behavior indicates that the threat of imminent self-injury, injury to others, or serious property damage has subsided;
- 9) Restraints shall be administered in a manner specific or consistent to the approved personal restraint technique adopted by the J.J.A.E.P.; and
- 10) J.J.A.E.P. staff shall be re-trained in the approved personal restraint technique at least every 365 calendar days.

Prohibitions [348.128]:

Restraints that employ a technique listed below are prohibited:

- 1) Restraints used for punishment, discipline, retaliation, harassment, compliance, or intimidation;
- 2) Restraints that deprive the student of basic human necessities including restroom privileges, water, food and clothing;
- 3) Restraints that are intended to inflict pain;
- 4) Restraints that place a student in a prone or supine position with sustained or excessive pressure on the back, chest or torso;
- 5) Restraints that place a student in a prone or supine position with pressure on the neck or head;
- 6) Restraints that obstruct the airway or impair the breathing of the student including a procedure that places anything in, on, or over the student's mouth or nose;
- 7) Restraints that interfere(s) with the student's ability to communicate;
- 8) Restraints that obstruct the view of the student's face;

- 9) Any technique that does not require the monitoring of the student's respiration and other signs of physical distress during the restraint; and
- 10) percussive or electrical shocking devices.

Documentation [348.130]:

All restraints shall be fully documented and the documentation maintained. Written documentation regarding the use of restraints shall require, at a minimum:

- 1) name of student;
- 2) staff member(s) name and title(s) who administered the restraint;
- 3) date of the restraint;
- 4) duration of the restraint including notation of the time the restraint began and ended;
- 5) location of the restraint;
- 6) description of preceding activities;
- 7) behavior which prompted the initial and the continued restraint of the student;
- 8) type of restraint applied;
 - a) specific type of personal restraint hold applied; and
 - b) any type of mechanical restraint device(s) applied.
- 9) efforts made to de-escalate the situation and alternatives to restraint that were attempted; and
- 10) whether or not any injury occurred during the restraint and the description of the injury.

II. Definitions:

Approved Personal Restraint Technique - A professionally trained curriculum-based and competency-based restraint technique that uses a person's physical exertion to completely or partially constrain another person's body movement without the use of mechanical restraints. The approved personal restraint technique shall be approved for use by TJJD.

Approved Mechanical Restraint Devices - A professionally manufactured and commercially available mechanical device designed to aid in the restriction of a person's bodily movement. The approved mechanical restraint devices shall be approved by TJJD. The following are TJJD approved mechanical restraint devices:

- (A) Ankle Cuffs--Metal, cloth or leather band designed to be fastened around the ankle to restrain free movement of the legs;
- (B) Anklets--Cloth or leather band designed to be fastened around the ankle or leg;
- (C) Handcuffs--Metal devices designed to be fastened around the wrist to restrain free movement of the hands and arms;
- (D) Plastic Cuffs--Plastic devices designed to be fastened around the wrist or legs to restrain free movement of hands, arms or legs;
- (E) Waist Belt--A cloth, leather, or metal band designed to be fastened around the waist used to secure the arms to the sides or front of the body; and
- (F) Wristlets--A cloth or leather band designed to be fastened around the wrist or arm which may be secured to a waist belt.

Mechanical Restraint – The application of an approved mechanical restraint device which restricts or aids in the restriction of the movement of the whole or a portion of an individual's body to control physical activity.

Personal Restraint - The application of physical force alone, restricting the free movement of the whole or a portion of an individual's body to control physical activity.

Physical Escort - Touching or holding a student with a minimum use of force for the purpose of directing the student's movement from one place to another. A physical escort is not considered a personal restraint.

Protective Devices - Professionally manufactured devices used for the protection of students or staff that do not restrict the movement of a student. Protective devices are not considered mechanical restraint devices.

Restraint - Application of an approved personal restraint technique, an approved mechanical restraint device, or chemical restraint to an individual to restrict the individual's freedom of movement or to modify the individual's behavior.

III. Procedure:

- A. All Dallas County Juvenile Justice Alternative Education Program staff are trained and certified in the approved Handle with Care verbal de-escalation and (non-violent) physical restraint techniques, which assist with the implementation of the intervention plan.
- B. Any restraint that is applied shall be fully documented on an Incident Report and a restraint log must be maintained by the Behavior Specialist.
- C. All juvenile probation officers and juvenile supervision officers are responsible for ensuring that they maintain re-certification of Handle with Care annually. Handle with Care as it is an approved personal restraint technique, requires certification on an annual basis. All juvenile probation officers and juvenile supervision officers shall be re-certified in Handle with Care every year.
- D. Dallas County J.J.A.E.P. staff shall initially utilize the verbal de-escalation techniques learned in their Handle with Care training when an incident occurs.
- E. When a juvenile's behavior indicates that the threat of imminent self-injury, injury to others or serious property damage are present, law enforcement should be contacted. Due to safety precautions, juvenile probation officers and juvenile supervision officers shall not pursue a juvenile that runs from the program.
- F. Physical contact and restraint will be utilized when necessary to enable the student to regain control of him/herself for the following reasons:

- To prevent or stop the student from the threat of imminent self-injury
- To protect injury to others;
- To prevent a student from damaging property;
- Restraints shall be terminated as soon as the student's behavior has subsided;
- Restraints shall only be used as a last resort

Physical contact and restraint techniques in this context mean:

- 1) Touching for positive redirection
- 2) Handle with Care Technique
- 3) Physical escort of a student to another area

Restraints employing a technique listed below are prohibited:

- 1) Restraints used for punishment, discipline, retaliation, harassment, compliance, or intimidation
- 2) Restraints that deprive the student of basic human necessities including restroom privileges, water, food and clothing
- 3) Restraints that are intended to inflict pain
- 4) Restraints that put a student's face down with sustained or excessive pressure on the back, torso or chest cavity
- 5) Restraints that put a student face down with pressure on the neck or head
- 6) Restraints that obstruct the airway or impair the breathing of the student
- 7) Restraints that restrict the student's ability to communicate
- 8) Restraints that obstruct the view of the student's face
- 9) Any technique that does not require the monitoring of the student's respiration and other signs of physical distress during the restraint
- 10) Percussive or electrical shocking devices

G. Only certified Juvenile Probation and Detention Officers, as well as law enforcement personnel may utilize hand and leg mechanical restraints when necessary for safety. When acting in their official and legal capacity (i.e. the exercise of taking legal custody, arrest and transportation duties), commissioned Peace Officers may employ other legal forms of restraint. A juvenile shall not be mechanically restrained to any stationary object (non-moveable object such as a pole, wall, etc.) or to any non-stationary object (chair, desk, table, etc.)

H. The inspection and maintenance of mechanical restraint devices shall be conducted on at least an annual basis. The inspection shall include a physical inventory of all restraint devices, and a determination that each restraint device is in working order and that it has not been altered from the manufacturer's original design.

I. The student's parent/guardian will be verbally notified by the Behavior Specialist if their child has been restrained at school and the reason for the restraint will be explained. A written incident report of the restraint will be completed. Parental questions or complaints regarding disciplinary measures taken should be addressed to the Dallas County J.J.A.E.P. Administrator.

Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.) Policies and Procedures for Dallas County J.J.A.E.P., 2015 Revision	
Truancy	Related Standards: TAC 348.1204, TFC 51.03, TEC 25.094

I. Policy

The J.J.A.E.P. shall have a written policies concerning truancy as defined under the <*>51.03(b)(2) of the Texas Family Code and failure to attend under <*>25.094 of the Texas Education Code.

Texas Family Code 51.03 (b) 2 ...” the absence of a child on 10 or more days or parts of days within a six-month period in the same school year or on three or more days or parts of days within a four-week period from school

Texas Education Code 25.094 ...” (a) An individual commits an offense if the individual: (1)is required to attend school under Section 25.085; and (2) fails to attend school on 10 or more days or parts of days within a six-month period in the same school year or on three or more days or parts of days within a four-week period

The policies shall, at a minimum, contain the following:

- 1) who is responsible for reporting truancy and failure to attend;
- 2) to what enforcement agency truancy and failure to attend are to be reported; and
- 3) the requirement to report truancy and failure to attend to the identified enforcement agency within two (2) school days.

II. Procedure

- A. The attendance clerk will monitor all Dallas County J.J.A.E.P. students’ daily attendance.
- B. The attendance clerk will report any student’s that are truant to their home school district within two school days.
- C. The home school district will be, as outlined in the Memorandum of Understanding (MOU) 12.2 between the DCJJAEP and the sending school district to file truancy on a student in truancy court.

Texas Education Code § 25.085(a) and the Texas Juvenile Justice Department standards 348.114, requires that a child attend school each day for the entire period that a school’s program of instruction is provided. Attendance is compulsory for a child at least six years of age, or who is younger than six and has been previously enrolled in first grade, and who has not yet reached age 18. The Education and Family Codes contain “truancy” laws to enforce this compulsory attendance requirement.

Regular school attendance is essential for the student to make the most of his/her education and successfully complete the program. Students are required to attend school on a daily basis. It is the responsibility of the parent/guardian to assist the student in arriving to school on time each

day, arranging for timely pick-up each day, and communicating with the Dallas County J.J.A.E.P. staff regarding absences and tardies. Attendance will be taken each day and reported to the appropriate school districts and probation offices (if applicable). **Students in attendance less than four (4) academic hours will be counted absent.**

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

- Documented health appointment;
- Documented court proceeding;
- Death in immediate family
- Established religious holy days; or
- Any other reasons determined acceptable by the Dallas County J.J.A.E.P. Administrator.

Absence notes must be submitted to the attendance office no later than three (3) days after a student returns from an absence. Failure to submit an absence note within three (3) days will result in the absence(s) being recorded as unexcused.

The student's attendance is reported to all home school districts and TJJD. Parents/guardians will be contacted each time their child is absent from school. For students on juvenile probation: Probation Officers will receive a monthly attendance report.

Students run the risk of failing and being held back for excessive absenteeism and/or truancy. Continued absenteeism may result in an extension of scheduled time at the Dallas County J.J.A.E.P. **According to Texas Education Code Section 25.092, "a student may not be given credit for a class unless the student is in attendance for at least 90% of the days the class is offered."** We encourage parents to monitor their child's school attendance and to call the school's attendance office if they have any questions about their child's attendance.

Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.) Policies and Procedures for Dallas County J.J.A.E.P., 2015 Revision	
Data Collection	Related Standards: TAC 348.108

I. Policy

Data Collection

The J.J.A.E.P. administrator shall ensure that statistical and programmatic data pertaining to each student admitted to the Dallas County J.J.A.E.P. are gathered, documented, maintained, and accurately reported to TJJD. The following is a list of data elements that are required:

- 1) headquarter county;
- 2) student's first name, middle name, last name;
- 3) student's social security number;
- 4) date of birth;
- 5) race;
- 6) gender;
- 7) PIEMS student ID;
- 8) student's personal identification number (PID), if applicable;
- 9) referral number;
- 10) sequence number, if applicable;
- 11) expulsion date;
- 12) campus ID;
- 13) expulsion offense;
- 14) entrance date;
- 15) grade level;
- 16) math tested grade level;
- 17) math standard score;
- 18) reading tested grade level;
- 19) reading standard score;
- 20) special education, if applicable;
- 21) special education type, if applicable;
- 22) exit date;
- 23) juvenile court disposition, if applicable;
- 24) math tested grade level-exit;
- 25) math standard score-exit;
- 26) reading tested grade level-exit;
- 27) reading standard score-exit;
- 28) expulsion ended, if applicable;
- 29) probation ended, if applicable;
- 30) total days attended;
- 31) total days absent; and
- 32) exit reason

Student Educational Data and Records

At a minimum, the following information shall be accurately documented and maintained in the case file for each student in the program:

- 1) current grade level;
- 2) notice of expulsion;
- 3) applicable court orders placing student into JJAEP;
- 4) police offense report, if applicable;
- 5) entry and exit transition plans;
- 6) education records to include special education determination, appropriate special educational records, statewide assessment scores, and home language survey;
- 7) admission and exit testing data, if applicable;
- 8) physical exam, as required under <*>348.112(f) of this chapter;
- 9) documentation of regular education program review of student as required by <*>37.011(d) of the Texas Education Code;
- 10) date of admission;
- 11) number of attendance days;
- 12) number of absence days;
- 13) date of release;
- 14) emergency notification contacts for the student;
- 15) special medical needs, if any, of the student;
- 16) Student immunization records; and
- 17) Medical release form.

II. Procedure

- A. The Data Controller will be responsible for entering all required information available into TechShare within 24 hours of the student's date of enrollment.
- B. The J.J.A.E.P. Administrator or designee (Registrar/Counselor) will audit newly enrolled students to ensure that all required data has been entered into TechShare.
- C. The Registrar/Counselor will ensure that **all required documentation** are in the student's file prior to being transferred to the assigned case manager. If documentation is missing, the Registrar/Counselor will contact the home school district's representative or the student's last school attended for additional documentation.
- D. The Dallas County Juvenile Justice Alternative Education Program does not require a physical exam of each student due to not having an intensive physical fitness component (TAC 348.112(f)).

Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.) Policies and Procedures for Dallas County J.J.A.E.P., 2015 Revision	
Emergency Preparedness Plan	Related Standards: 348.120

I. Policy:

Security Plan

The JJAEP shall have a written plan that addresses security:

- 1) within the JJAEP;
- 2) on the JJAEP campus;
- 3) at JJAEP sponsored events off campus property; and
- 4) during transportation of JJAEP students; if applicable.

Emergency Situations

The JJAEP shall have written policies and procedures regarding emergency situations. Policies, at a minimum, shall address the following:

- 1) emergency evacuation plans;
- 2) assignment of staff responsibilities; and
- 3) notification of emergency services.

Emergency situations include, but are not limited to:

- 1) fires;
- 2) bomb threats;
- 3) hazardous weather conditions; and
- 4) riots.

Medical Emergencies

The JJAEP shall have written policies and procedures addressing medical emergencies. At a minimum, the policies shall include provisions regarding the following:

- 1) when emergency medical assistance shall be called;
- 2) securing medical assistance and notification to appropriate staff and the parent, guardian, or custodian of the student involved; and
- 3) documentation of the incident.

II. Definitions: None

III. Procedure:

- A. The Dallas County J.J.A.E.P. has provisions for evacuation procedures during fire, bomb threat, chemical spill, natural disaster or other threatening conditions and maintains written plans for disasters and emergencies. An incident report will be completed and submitted to the Deputy Director of Education within 24 hours of any evacuation.

- B. The Dallas County J.J.A.E.P has written procedures which promote the health and safety of students, staff and visitors.
- C. Reasons to evacuate or consider evacuation are:
- 1) Structure fire;
 - 2) long term disruption of utility services;
 - 3) structure damage due to tornado, other natural disaster, or explosion;
 - 4) building rendered unsafe by students' disruption; and
 - 5) Hazardous chemical spill
- D. The Deputy Director of Education, J.J.A.E.P. Administrator or designee determines whether a need for evacuation is immediate or can wait for approval from the appropriate authority. This determination takes in consideration the existence of immediate threat to the safety of students, staff and visitors. If there is immediate threat such that postponing evacuation even for five minutes would result in injury, the Deputy Director of Education, J.J.A.E.P. Administrator or designee can start evacuation procedures. If there is no immediate threat, the designated staff member will defer the decision to the appropriate authority. The safety of students, staff, and visitors should always be first priority.
- E. The order of telephone call when immediate threat takes place:
- 1) Call 911 to assist with the fire, injuries, etc.;
 - 2) Contact the on-site Dallas County Sheriff's Officer;
 - 3) Contact the Dallas County Fire Marshal's Office at 214-653-7970;
 - 4) If the Fire Marshal cannot be reached, contact the Dallas County Sheriff dispatch at 214-749-8641 and the Dallas County Security at 214-653-7000. Ask them to notify the Fire Marshal or Emergency Management Director of the need evacuate. Upon contact with the Fire Marshal or Emergency Management Director, proceed as follows:
 - a) Implement the emergency fire plan and prepare for evacuation to the buildings parking lot or
 - b) Advise of the need to transport due to emergency.
 - c) Give the location from which to evacuate, the destination of the transport, the number of people to evacuate and the name of the staff who will be responsible for 'on-site' coordination if needed.
 - d) Assemble students, staff and visitors, and proceed to evacuation destination areas.
 - e) The Deputy Director of Education or J.J.A.E.P Administrator will start notification up the chain of command including the Chief Probation Officer.
 - f) During the evacuation, the J.J.A.E.P. Administrator or designee shall have these duties:
 - i. Notify PHHS medical staff of any needed medical assistance.
 - ii. Assign additional J.J.A.E.P. staff, as needed, to assist in security and control.
 - iii. Maintain accountability of all staff and residents.
 - g) During the evacuation, juvenile supervision officers shall have these duties:
 - i. Maintain supervision of all students during evacuation.
 - ii. Use clear and precise instructions.
 - iii. Communicate a sense of calm while maintaining control of situation.
 - iv. Ensure that an accurate count is maintained by all students that have been

evacuated.

- v. Maintain communication with supervisor
 - h) During the evacuation, other J.J.A.E.P. staff shall have these duties:
 - i. Evacuate the facility as directed.
 - ii. Assist JSOs as needed to evacuate residents
 - iii. Complete any tasks as assigned by supervisor/designee.
 - i) After evacuation, all exit doors shall be closed but not locked in an effort to keep air from feeding the fire.
- F. The order of telephone call when NO immediate threat takes place is:
- 1) Notify the on-site Dallas County Sheriff's Officers.
 - 2) Dallas County Fire Marshal at 214-653-7970 or through the Sheriff's Office Communications Section at 214-749-8641 and Dallas County Security at 214-653-7000. The Fire Marshal may authorize evacuation during the phone call or may wait until arriving at the scene.
 - 3) If given authorization to evacuate, follow steps a – i above.
- G. If the fire or smoke does not involve any immediate danger to anyone, does not disrupt normal operations, and if the public is not affected, the Deputy Director of Education or J.J.A.E.P. Administrator shall immediately take steps to correct the problem situation and complete appropriate reports.
- H. Evacuation destinations in order are:
- 1) School parking lot;
 - 2) Auxiliary parking lot of the Henry Wade Juvenile Justice Center;
 - 3) Jury room or training room of the Henry Wade Juvenile Justice Center;
 - 4) Transportation to any evacuation site outside of the Henry Wade Juvenile Justice Center complex shall be provided by 20 (50 passenger) buses through the Dallas County Schools. The buses are routinely maintained and fueled.
- I. The Dallas County Juvenile Justice Alternative Education Program response and procedure to following in cases of tornados will depend on the following types of alert:
- 1) Tornado watch - Yellow Alert:
 - a) The decision to go on a Yellow Alert shall be made by the Deputy Director of Education or J.J.A.E.P. Administrator. This information is usually received via the media
 - b) The Deputy Director of Education or J.J.A.E.P. Administrator shall notify all personnel of Yellow Alert in person.
 - c) The Behavior Specialist shall check to ensure all areas are provided with an operational flashlight.
 - d) J.J.A.E.P. staff shall ensure that classrooms are quiet and orderly enough that a warning announcement can readily be heard without delay. Gym activities shall not be conducted during this time.
 - e) J.J.A.E.P. staff shall ensure that all students know what to do in the event of a Red Alert (tornado sighted).
 - 2) Tornado warning - Red Alert:

- a) Deputy Director of Education or J.J.A.E.P. Administrator will direct staff to evacuate the students to safest interior area of the facility;
 - b) Students will be on quiet time until alert has ended;
 - c) Students shall be seated facing the wall with their heads between their legs and their hands covering their heads.
 - d) The Behavior Specialist shall ensure that staff is aware of the appropriate alert and placement / positioning; and
 - e) The Deputy Director of Education or the J.J.A.E.P. Administrator will give the all clear when appropriate.
- J. In the case of a medical emergency, a Code Blue, the PHHS nurse on duty will be notified immediately of the situation medical situation.
- 1) The medical staff will make all treatment decisions and will instruct J.J.A.E.P. staff to call 911 if necessary.
 - 2) The Deputy Director of Education and the J.J.A.E.P. Administrator shall be notified immediately.
 - 3) If a student is transported to a hospital for treatment, the parent, legal guardian, or custodian will be notified immediately by the J.J.A.E.P. Administrator.
 - 4) The J.J.A.E.P. Administrator will assign a staff member to follow the student to the hospital until the parent, legal guardian or custodian arrives at the hospital.
 - 5) An incident report shall be written describing how the student was in need of medical treatment and any additional reports to TJJD will be made according to TAC 348 standards.
 - 6) The Dallas County J.J.A.E.P. will have, at a minimum, two staff members that are certified in CPR and first aid.
- K. In the case of an earthquake, the Deputy Director of Education or J.J.A.E.P. Administrator shall consult with the Dallas County Fire Marshal and Facilities to determine if there is any damage to the structural integrity of the building or if there are any other factors such as a gas leak, water main break, faulty electricity, etc. that would pose a danger to the safety of the students, staff or visitors.
- L. If a chemical accident involving tanks, trucks, or rail tank cars occurs near Dallas County J.J.A.E.P. and endangers the students and staff, the individual receiving this information shall notify the Deputy Director of Education or the J.J.A.E.P. Administrator.
- 1) The J.J.A.E.P. Administrator shall immediately call 911, contact the Dallas County Fire Marshal.
 - 2) The J.J.A.E.P. Administrator and Behavior Specialist shall prepare for evacuation.
- M. In the case of riot or rebellion:
- 1) The J.J.A.E.P. Administrator requiring assistance from city, county or state law enforcement agencies, shall immediately notify the on-site Dallas County Sheriff Department officers and the Deputy Director of Education.
 - 2) All management staff will report to the J.J.A.E.P. Administrator to be assigned duties and coordinate all activities.
 - 3) All programmatic activities are to be suspended until the dangerous situation is under

control.

- 4) If an employee, student or visitor is taken hostage, any demands shall be complied with to the extent that the least amount of harm occurs to the individual(s).

N. In the case of bomb threat by phone:

- 1) Keep the caller on the phone as long as possible and attempt to obtain as much information as possible, (i.e. specific location of the bomb, type of bomb, time of detonation, etc.). The "Bomb Threat Call Checklist" from the Dallas Police Department will act as a guide. The "Checklist" shall be completed on all bomb threat calls received (See Bomb Threat Call Checklist at the end of this section).
- 2) Notify the on-site Dallas County Sheriff's Officer, the Deputy Director of Education and the J.J.A.E.P. Administrator immediately.
- 3) The J.J.A.E.P. Administrator shall call 911 and notify the following persons and agencies:
 - a) The Dallas County Sheriff's Dispatch at 214-749-8641. Dispatch will notify the Fire Marshal.
 - b) Dallas County Security at 214-653-7000
 - c) The Deputy Director of Education shall contact Juvenile Department Administration.
- 4) The Behavior Specialist shall conduct and/or direct other appropriate personnel to conduct a visual search of the large fenced outdoor area, inside and immediately outside the fenced area, being careful not to touch any foreign object found.
- 5) The J.J.A.E.P. Administrator shall inform juvenile supervision officers to prepare for evacuation of the building while a search is being conducted. Restrict entrance/exit movement and program operations pending assessment of threat.
- 6) Suspicious or foreign objects shall not be moved instead they shall wait for law enforcement to evacuate the object. If such an object is found in the outdoor area during the search, students shall remain in the building but shall remain ready for evacuation.
- 7) Once the law enforcement arrives, they shall conduct a thorough search of remaining perimeter areas and the building. The J.J.A.E.P. Administrator and/or those familiar with different areas of the building, shall assist in this search as directed by law enforcement.
- 8) Once law enforcement has concluded their search and no bomb is located, upon clearance, the J.J.A.E.P. Administrator shall direct all staff and students to re-enter the building and establish normal operations with scheduled programming/activities as soon as possible.
- 9) If a bomb is located, law enforcement shall assume full responsibility for its removal from the building and disarmament. At no time should any staff tamper with or attempt to move any identified bomb device or suspicious object.
- 10) Once normal operation is resumed, the Bomb Threat Call Checklist and an incident report shall be forwarded to the Deputy Director of Education. This report shall include information on the evacuation procedure used, problems which occurred, amount of time necessary to evacuate the building, and any other pertinent information concerning the incident or needed follow-up.

O. In the case of an active shooter:

- 1) If an active shooter attempts to enter the building through the front door, the reception area staff should move quickly to another office area to call 911 and immediately notify

- the on-site Dallas County Sheriff's Department officers, the J.J.A.E.P. Administrator and/or Behavior Specialist.
- 2) If an active shooter attempts to enter through another door, the first staff on location will move quickly to notify the on-site Sheriff's Department officers, the J.J.A.E.P. Administrator and/or Behavior Specialist.
 - 3) All J.J.A.E.P. staff and students will attempt to lock and barricade themselves into classrooms and/or offices until given the all clear by law enforcement.
 - 4) The J.J.A.E.P. Administrator shall contact the following agencies or persons:
 - a) The Dallas County Sheriff's Dispatch at 214-749-8641.
 - b) Dallas County Security at 214-653-7000
 - c) The Deputy Director of Education shall contact Juvenile Department Administration.
- P. If an emergency occurs at the Dallas County J.J.A.E.P., parents will be notified in a timely manner and given information regarding the emergency.

CHECK LIST WHEN RECEIVING A BOMB THREAT (Please print)

Time and Date Reported: _____ am/pm

How Reported: _____

Exact Words of Caller/s: _____

QUESTIONS TO ASK:

When is the bomb going to explode? _____

Where is the bomb right now? _____

What kind of bomb is it? _____

What does it look like? _____

Why did you place the bomb? _____

Where are you calling from? _____

What is your name? _____

DESCRIPTION OF CALLER VOICE:

Male Female Young Middle Age Old Accent (circle all that apply)

Tone of Voice: Back ground noise(s): _____

Is voice familiar? _____ / If so, who did it sound like? _____

Other voice characteristics: _____

Time caller hung-up: _____

Remarks: _____

Name, Address, Telephone Number of Recipient: _____

Person taking call: _____

- (1) the identification of key personnel and their specific responsibilities during an emergency or disaster situation;
- (2) agreements with other agencies or departments; and
- (3) transportation to pre-determined evacuation sites.

Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.) Policies and Procedures for Dallas County J.J.A.E.P., 2015 Revision	
Fire Drills	Related Standards: 348.120

I. Policy:

Fire Drills

Unless otherwise required more frequently by local fire codes or ordinances, the J.J.A.E.P. shall conduct two emergency exit drills during the school year. A minimum of one (1) of the emergency exit drills shall be conducted during the first half of the school year (August-December) and one (1) shall be conducted during the second half of the school year (January-June).

- A. Written documentation (i.e., fire drill log, etc.) of the emergency exit drills shall be maintained. Documentation shall include the date, time and staff involved in the emergency drill.
- B. J.J.A.E.P.'s shall post emergency exit routes in all classrooms and common areas.

II. Definitions: None

III. Procedure:

- A. The J.J.A.E.P. Administrator is responsible for ensuring that the requirements of this standard are met.
- B. The J.J.A.E.P. Administrator shall ensure that fire drills are conducted once in the Fall semester and once in the Spring semester.
- C. The Behavior Specialist shall ensure that the buildings evacuation plan is posted in all classrooms, library, nurses' station and other common areas.
- D. The Behavior Specialist shall ensure that procedures for disposal of combustible refuse as well as procedures for the use and control of flammable, toxic, and caustic materials are implemented as required.
- E. The Behavior Specialist shall maintain a complete fire drill log, which shall contain the date, time and staff conducting the fire drill. Fire drill logs shall be maintained for at least one year from the date of the last entry.

Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.) Policies and Procedures for Dallas County J.J.A.E.P., 2015 Revision	
Curriculum	Related Standards: TAC 348.110, 348.112, 348.202

I. Policy:

Required Courses:

At a minimum, the J.J.A.E.P. shall provide the following required courses at the J.J.A.E.P.:

- 1) English language arts;
- 2) mathematics;
- 3) social studies;
- 4) science;
- 5) high school equivalency program (GED); and
- 6) self-discipline which may be integrated into the program and may include formal instruction in drug awareness, anger management, impulse control and cognitive skills.

Recommended Courses:

The following courses are recommended to be provided to all students in attendance at the J.J.A.E.P.:

- 1) life skills;
- 2) physical fitness;
- 3) vocational training; and
- 4) other electives.

Curriculum Development:

Programs shall have a strong accelerated component to their instruction for all required areas of instruction.

- 1) At least one certified teacher shall oversee the development and implementation of the curriculum in the J.J.A.E.P. academic program.
- 2) The J.J.A.E.P. Administrator shall assure that course instruction is consistent with the essential knowledge and skills of each subject of the foundation curriculum as defined under the rules of the State Board of Education under <*>28.002(c) of the Texas Education Code.
- 3) The high school equivalency program (GED) curriculum must address the elements required to pass the GED test.
- 4) Program components may be integrated into the regular program curriculum.

Program Requirements:

- 1) Special Education. Students with disabilities who are placed in the J.J.A.E.P. shall be afforded education services determined by a duly constituted admissions, review and dismissal committee to be appropriate for the student to receive a free and appropriate public education as defined by federal and state laws.
- 2) English as a Second Language (ESL). English as a second language services and instruction shall be provided in the J.J.A.E.P. and shall be appropriate to address the needs of those students who speak English as a second language or who are non-English speaking.
- 3) General Educational Development Test (GED). Scores on each GED test administered shall be certified by a GED examiner.

Counseling:

Counseling services shall be available to all students enrolled and in attendance at the J.J.A.E.P

Pre-Tests:

Every student that will be enrolled in a JJAEP for 90 or more school days shall be assessed during the admission period. The pre-test shall be administered to appropriate JJAEP students no more than 15 school days after the student is enrolled in the JJAEP.

Post-Tests:

Post-tests shall evaluate the change in academic performance of the student while in attendance at the JJAEP in the areas of reading and mathematics. A JJAEP is not required to administer a post-test to:

- 1) Those students whose exit reasons are "incomplete" or "other" as defined by <*>348.102 of this chapter.
- 2) Students who are not enrolled in a JJAEP for at least 90 instructional days.

Passage rates in the statewide assessment as required under Chapter 39 of the Texas Education Code shall be used to demonstrate performance in the areas of reading and math. Performance of students who were enrolled for a period of 90 days or longer at the time the instrument was administered shall be compared to the students' previous performance on the same instrument.

II. Definitions: None

III. Procedure:

The Dallas County Juvenile Justice Alternative Education Program provides courses in English / Language Arts, Math, Social Studies, Science, and self-discipline including drug awareness, anger management or cognitive skills are taught in grade levels 4th through 12th. A certified teacher and the J.J.A.E.P. Administrator will develop and implement the curriculum in accordance with the rules of the State Board of Education under <*>28.002(c) of the Texas Education Code. Teaching the basic 4 core courses provide students the opportunity to strengthen their educational foundation while in the program. Students can earn credits toward high school graduation or pass courses for grade promotion. Physical Education and Social Life Skills courses are taught as non-credited courses. Social Life Skills course teaches students valuable lessons on behavior modification, dealing with life experiences, employment related topics, money matters, health/hygiene, drugs/alcohol, dating and relationships.

While in the program, each student is assigned a Case Worker who will assist him/her in counseling, educational goals etc. In addition to the basic curriculum, students have an opportunity to participate in supervised academic outings, special program functions that celebrate the cultural diversity of students and staff, become a peer tutor or an office aid to administrative staff.

If a student is experiencing learning difficulties, the parent may contact the person listed below to learn about Dallas County J.J.A.E.P.'s overall general education referral or screening system for support services. This system links students to a variety of support options, including referral

for a special education evaluation. Students having difficulty in the regular classroom should be considered for tutorial, compensatory, and other academic or behavior support services that are available to all students including a process based on Response to Intervention (RtI). The implementation of RtI has the potential to have a positive impact on the ability of school to meet the needs of all struggling students. At any time, a parent is entitled to request an evaluation for special education services. Within a reasonable amount of time, the school must decide if the evaluation is needed. If the evaluation is needed, the parent will be notified and asked to provide informed written consent for the evaluation. Dallas County J.J.A.E.P. must complete the evaluation and the report within 60 calendar days of the date the school receives the written consent. The school must give a copy of the evaluation report to the parent and the student's home school district. If the school determines that the evaluation is not needed, the parent will be provided written notice that explains why the student will not be evaluated. This written notice will include a statement that informs the parents of their rights. The school is required to give parents that have a student that is evaluation for special education services the *Notice of Procedural Safeguards – Rights of Parents of Students with Disabilities*. Additional information regarding the IDEA is available in a companion document *A Guide to the Admission, Review, and Dismissal Process*.

The following websites provide information to those who are seeking information and resources specific to students with disabilities and their families:

- Texas Project First
- Partners Resource Network

The designated person to contact regarding options for a child experiencing learning difficulties or a referral for evaluation for special education services is:

Contact Person: Kathy Beasley
Phone Number: 214-689-5501

The Special Education Coordinator for Education or a designee will obtain the students home school special education records to ensure that the Dallas County J.J.A.E.P. student is afforded education services determined by a duly constituted admissions, review and dismissal committee to be appropriate for the student to receive a free and appropriate public education as defined by federal and state laws

The Dallas County J.J.A.E.P. will offer English as a Second Language (ESL) services and instruction through Edumentum to address the needs of those students who speak English as a second language or who are non-English speaking.

The Dallas County J.J.A.E.P. does not offer General Educational Development Test (GED).

All counseling services are provided at no cost by the Dallas County Juvenile Department's Psychology Services.

Each student that will be enrolled into the Dallas County J.J.A.E.P for 90 days or more will be provided a Pre-Test within 15 days of their enrollment. Each student will be provided a Post-

Test upon completion of their expulsion time with the exception of those students whose exit reasons are "incomplete" or "other" or students who are not enrolled for at least 90 instructional days. The test scores are entered into TechShare by the Data Controller or Caseworkers.

Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.) Policies and Procedures for Dallas County J.J.A.E.P., 2015 Revision	
Intensive Physical Activity	Related Standards: TAC 348.112

I. Policy:

A J.J.A.E.P. that has an intensive physical fitness component shall require a medical screening for each student performed by a licensed physician, licensed physician assistant a registered nurse or doctor of chiropractic. Medical screenings completed within one (1) calendar year prior to the student's participation in intense physical activity shall be accepted.

No student shall be permitted to participate in an intensive physical activity unless a licensed physician, licensed physician assistant, a registered nurse or doctor of chiropractic certifies in writing that the student has no physical limitations or conditions that would prohibit participation.

Physical Activity:

A JJAEP that has an intensive physical activity component shall develop policies regarding extreme weather conditions. These policies shall address the following:

- (1) gradual acclimatization to hot weather;
- (2) student clothing for the various weather conditions;
- (3) temperatures and weather conditions in which activity outside is unallowable; and
- (4) the provision of a water break to students every 30 minutes during the intensive physical activity period

II. Definitions:

Intensive Physical Activity — rigorous physical activity that involves rhythmic, repetitive physical activities that use large muscle groups with an increase in heart rate and respiration.

III. Procedure:

The Dallas County Juvenile Justice Alternative Education Program does not have an intensive physical fitness program.

Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.) Policies and Procedures for Dallas County J.J.A.E.P., 2015 Revision	
Student Attendance Accounting	Related Standards: TAC 348.114

I. Policy:

Student Attendance Accounting:

- 1) The J.J.A.E.P. administrator shall ensure that current attendance records for all students enrolled in the J.J.A.E.P. are documented, maintained and accurately reported to TJJD.
- 2) Aggregate attendance accounting.
 - a) The program shall identify the expulsion category of each student enrolled on the student attendance records.
 - b) A specific character on the student attendance record shall be used to identify a students' attendance, absence or inactive status.
- 3) Student entry and exit accounting.
 - a) The student's entry date is the first day the student is physically present at the J.J.A.E.P.
 - b) A student's recorded withdrawal date shall represent the date in which the student is no longer enrolled in the program.
 - c) The J.J.A.E.P. shall maintain daily student sign-in sheets. The sign-in sheets shall be recorded daily and contain a student's printed name and signature.
 - d) The time of entry or exit shall be noted on the student sign-in/sign-out sheet for a student who arrives late or leaves early on any school day.
 - e) A student shall be considered present if in attendance for at least four hours of the school day.
- 4) Inactive Status.
 - a) A student shall be placed on Inactive Status as defined in <*>348.200 of this chapter. Inactive Status shall begin on the date noted on the verification documentation. The documentation shall be maintained in the student's file.
 - b) A student shall be placed on Inactive Status if any of the following occur:
 - i. is in juvenile detention or jail;
 - ii. is absent for a minimum of ten (10) consecutive school days;
 - iii. is a documented runaway; or
 - iv. has an extended illness or medical reason documented by a licensed physician or physician assistant.
 - c) A student that is maintained on Inactive Status for 30 consecutive school days shall be withdrawn on the 31st day. A student shall not be maintained on Inactive Status for more than 30 consecutive school days.

II. Definitions:

Attendance Days--The actual number of instructional days a student is enrolled and in attendance at the J.J.A.E.P. for a minimum of four (4) hours per day.

Absent Days--The actual number of instructional days a student is enrolled and not in attendance at the J.J.A.E.P. for a minimum of four (4) hours per day.

Exit Reason--The reason a student exits the J.J.A.E.P. program. A student shall be accounted for in only one of the following categories:

- 1) Completed program/returned to home school--Student's term of expulsion has expired or has been terminated early by the home school district.
- 2) Completed program/term of probation expired--Student has returned to home school district due to expiration of probation order or term of probation placement in J.J.A.E.P. ended.
- 3) Completed program/term of placement ended--Student returned to home school district due to termination of expulsion status and probation status.

GED Completion--Student has successfully tested and passed the high school equivalency examination.

Graduated--Student has completed all necessary requirements to receive a high school diploma.

Left Program Incomplete--Student has been terminated from the program due to:

- 1) a probation modification or revocation;
- 2) an out-of-home placement;
- 3) being held in juvenile detention;
- 4) being held in jail;
- 5) absconding (violation of conditions of release from detention or court order);
- 6) being committed to the Texas Juvenile Justice Department;
- 7) being committed to the Texas Department of Criminal Justice; or
- 8) being truant or a runaway.

Other--A student who left program due to out of county move, death, medical reason, other non-delinquency reason or withdrew to enroll in another educational program that is not provided by the student's home district (i.e., expelling school).

Inactive Status--Attendance status assigned to a student where the student is maintained as enrolled and not counted as absent or present from the J.J.A.E.P.

III. Procedure:

Texas Education Code § 25.085(a) and the Texas Juvenile Justice Department standards 348.114, requires that a child attend school each day for the entire period that a school's program of instruction is provided. Attendance is compulsory for a child at least six years of age, or who is younger than six and has been previously enrolled in first grade, and who has not yet reached age 18. The Education and Family Codes contain "truancy" laws to enforce this compulsory attendance requirement.

The attendance clerk shall ensure that all student attendance is documented, maintained and accurately reported to the home school districts weekly and TJJD monthly.

Each student's attendance record is to indicate if the student is a mandatory or discretionary expulsion. Also, the attendance record is to indicate if the student is attending, truant or in inactive status.

The student's first day of school is their entry date and the date that they are withdrawn or exit is the last day of attendance.

The attendance clerk is responsible for printing and maintaining the daily sign in sheets with the student's printed name and ensuring that all student's present sign the sheets. Any student that arrives late to school or leaves early shall sign in with their arrival time on the J.J.A.E.P. late arrival sign in sheets located in the lobby. Students in attendance less than four (4) academic hours will be counted absent.

Attendance will be taken each day and reported to the appropriate school districts, TJJD and probation offices (if applicable).

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

- Documented health appointment;
- Documented court proceeding;
- Death in immediate family
- Established religious holy days; or
- Any other reasons determined acceptable by the Dallas County J.J.A.E.P. Administrator.

Absence notes must be submitted to the attendance office no later than three (3) days after a student returns from an absence. Failure to submit an absence note within three (3) days will result in the absence(s) being recorded as unexcused.

A student may be placed on inactive status once verified and shall be documented in their file if any of the following occur:

- (A) is in juvenile detention or jail;
- (B) is absent for a minimum of ten (10) consecutive school days;
- (C) is a documented runaway; or
- (D) has an extended illness or medical reason documented by a licensed physician or physician assistant.

If a student is on inactive status for 30 consecutive school days, they will be withdrawn on the 31st school day by the attendance clerk. The attendance clerk will notify the registrar and the caseworker of the withdrawal.

Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.) Policies and Procedures for Dallas County J.J.A.E.P., 2015 Revision	
Transportation	Related Standards: TAC 348.120

I. Policy:

Transportation

Policies shall govern the use of motor vehicles to transport students enrolled in the J.J.A.E.P. and address the following:

- 1) methods of transportation authorized;
- 2) security and supervision;
- 3) authorized transport personnel;
- 4) emergency procedures;
- 5) the requirement of auto liability insurance when transporting in personal vehicles; and
- 6) circumstances under which students will be allowed to drive a personal vehicle to the J.J.A.E.P. campus.

II. Definitions: None

III. Procedure:

Transportation for the Dallas County Juvenile Justice Alternative Education Program is provided by Dallas County Schools. Students are encouraged to utilize the school bus. However, students and parents should realize that riding the bus is a privilege and not a right. Students that do not follow the school bus rules are subject to having their riding privileges suspended for several days or indefinitely. Transportation is critical to the success of students attending school. Therefore, the following transportation options are utilized:

- Parent/guardian drop off and pick up
- Public transportation (DART) with written parent permission
- Dallas County School buses

Students attending Dallas County J.J.A.E.P. are not allowed to drive to school. Parents, legal guardians or custodians that will drop off and pick up their child must have that information on the transportation list in the students file. If the parent, legal guardian or custodian would like to authorize any additional adults for pick up, prior to the initial pick up, they must be over the age of 18, be listed on the student's transportation list on file and show proper identification at pick up. Students will only be released to a parent/guardian or other authorized person who will be required to sign for the student upon pick-up. **Students are not allowed to leave the campus at any time without first obtaining permission of a Dallas County J.J.A.E.P. staff.**

Students are expected to follow the School Bus Rules:

- Students may not gesture or yell out of the window of the bus

- Students must maintain a low voice volume and follow the directions of the driver at all times
- Students are prohibited from bringing contraband items on to the school bus
- Students may not drink, eat, or smoke on the bus
- Students must keep all hands, feet, legs, and head inside of the bus
- Students will not throw objects on the bus, or out the windows of the bus
- Students will remain seated on the bus at all times
- Students may not get off the bus except at their designated bus stop

Consequences of violating School Bus Rules:

- All School Bus Violations are considered Major Infractions of the Student Code of Conduct and will result in an Unsuccessful Day
- Law violations occurring on the school bus will be referred to Law Enforcement
- Students will be suspended from riding the bus for not following the school bus rules.
Suspensions may range from:
 - 1-3 Days
 - 3-10 Days
 - Indefinitely

Parents are responsible for ensuring their child arrives to school on time if their child has been suspended from riding the school bus. A written permission slip will be required for any student who takes public transportation (DART bus) to school.

- The earliest time to drop off a student at the school will be at 7:30 a.m.
- The latest time a parent can pick their child up from school is 5:00 p.m.

Any traffic accidents that occur on a Dallas County Schools bus, shall be immediately reported to dispatch, to the Deputy Director of Education and/or the J.J.A.E.P. Administrator. The Dallas County Schools will determine if law enforcement and medical assistance is needed. The J.J.A.E.P. Administrator will inform any parent, legal guardian or custodian by telephone of any traffic accidents that occur.

Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.) Policies and Procedures for Dallas County J.J.A.E.P., 2015 Revision	
Searches	Related Standards: TAC 348.120

I. Policy:

Searches

- 1) All students entering the JJAEP shall be subjected to a pat-down search or a metal detector screening on a daily basis.
- 2) Searches shall be conducted in accordance with written policies limited to certain conditions. The policies shall address:
 - a) when a search is appropriate and/or required;
 - b) who is authorized to conduct the search;
 - c) what types of searches are permissible;
 - d) how the pat-down searches will be conducted; and
 - e) what to do when contraband is found.
- 3) Policies shall limit pat-down searches to be conducted only by staff of the same sex.
- 4) Program written policies shall prohibit strip searches by JJAEP staff.

II. Definitions: None

III. Procedure:

The safety of our students, staff and visitors is of utmost importance. The Dallas County J.J.A.E.P. reserves the right to search students at any time. All students entering the Dallas County J.J.A.E.P. shall be searched. This will include a pat-down by juvenile supervision officers and a metal detector screening before entering the classroom each day. Any contraband or prohibited items will be confiscated at this time. All pat-down searches will be conducted by staff of the same sex as the student. **Strip searches are prohibited by all Dallas County J.J.A.E.P. staff.**

Students are subject to be searched by juvenile supervision officers or juvenile probation officers under the following conditions:

- Upon arrival and prior to entering the classroom each day;
- Upon exiting and re-entering the facility for any reason; and
- Any time there is reasonable suspicion that contraband is being concealed.

The Dallas County J.J.A.E.P. may utilize specially trained dogs to sniff out and alert officials to the current presence of concealed prohibited items (drugs, alcohol and weapons). The visits will be unannounced and will include a search of vacant classrooms and vacant common areas. If a dog alerts to a specific location, the area is subject to search by Dallas County J.J.A.E.P. staff and/or law enforcement. If a student is found to be in possession of any type of illegal substance or weapon, a referral to law enforcement will be made. The presence of weapons or chemical agents as defined by 46.01 of the Texas Penal Code is strictly prohibited at Dallas County J.J.A.E.P. including any sponsored events.

Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.) Policies and Procedures for Dallas County J.J.A.E.P., 2015 Revision	
Discipline Plan	Related Standards: TAC 348.120, 348.136

I. Policy:

Disciplinary Reports

- 1) Written policies and procedures shall require J.J.A.E.P. staff to prepare a written disciplinary report for each incident occurring in the J.J.A.E.P. that constitutes a major violation of the student code of conduct or J.J.A.E.P. rules. The policies shall require that the written disciplinary report include the details of the incident, the violation that occurred, action taken by the staff member(s), the date and time of the incident and the outcome.
- 2) The disciplinary report shall be forwarded to the J.J.A.E.P. administrator within 24 hours or on the next working day. Documentation of a disciplinary report being forwarded to the J.J.A.E.P. administrator shall be maintained. The documentation shall include the date and time the report was forwarded to the J.J.A.E.P. administrator.

Discipline and Sanctions

The J.J.A.E.P. student code of conduct shall detail the sanctions and disciplinary procedures that may be applied to students for particular behaviors. Disciplinary procedures shall be carried out promptly and all students shall be afforded due process protections. The student code of conduct shall include, but not be limited to, the following:

- 1) prohibited behaviors and conduct;
- 2) disciplinary consequences for prohibited behaviors and conduct;
- 3) description of circumstances that will allow removal from the classroom; and
- 4) circumstances under which a J.J.A.E.P. student may be placed into another educational setting.

Prohibited Sanctions

The following sanctions shall be prohibited in the J.J.A.E.P. and their prohibition shall be clearly noted in the student code of conduct:

- 1) corporal punishment, physical abuse, humiliating punishment or hazing;
- 2) deprivation of food and water;
- 3) one student sanctioning another; or
- 4) expulsion from a J.J.A.E.P.

Supervision

- 1) The J.J.A.E.P. shall have a written policies and procedures that ensure students removed from the classroom for disciplinary purposes and placed in an unlocked isolation, administrative segregation, time-out, in-school suspension or other disciplinary removals from the regular classroom, are under continuous visual supervision by a J.J.A.E.P. staff member.
- 2) Policies and procedures shall prohibit the use of electronic monitoring equipment as a substitute for staff's continuous visual supervision.

II. Definitions:

Major Infraction – Infraction that violates the Student Code of Conduct, city ordinance, state, or federal law.

Minor Infraction – Infraction of repeated misbehavior after warnings and documented interventions.

Bullying – Engaging in written expression, verbal expression or physical contact that will have the effect of physically harming a student, staff member or visitor, damaging their property or placing them in reasonable fear of harm to their person or damage to their property; or is sufficiently severe, persistent or pervasive enough that the action or threat creates an intimidating, threatening or abusive educational environment.

Harassment – Threatening to cause harm or bodily injury to another student, engaging in sexually intimidating conduct, causing physical damage to the property of another student, subjecting another student to physical confinement or restraint, or maliciously taking any action that substantially harms another student's physical or emotional health or safety.

Hit List – A list of people targeted to be harmed, using a firearm, knife or any other object to be used with intent to cause bodily harm.

Restitution - When a student destroys campus property, he/she will be required to pay for loss/replacement, or repair.

III. Procedure:

There are times when young people fail to observe rules for appropriate school conduct. Actions may be taken as a result of any behavior which is disruptive of good order or which violates the rights of others. In order to provide an optimal learning environment, each teacher will serve as the first line of action in providing interventions for disciplinary problems within the school setting. Adherence to the guidelines listed below will help students complete their time successfully. There are major and minor infractions of the Student Code of Conduct.

Standards for Student Conduct are as follows:

- Demonstrate courtesy even when others do not.
- Behave in a responsible manner, always exercising self-discipline
- Attend all classes and be on time
- Be prepared to learn in all classes
- Meet the Student Code of Conduct's Dress Code and Grooming standard
- Obey all school and bus rules
- Respect the rights and privileges of other students and staff
- Never bully other students, staff or visitors.
- Never harass other students, staff or visitors.
- Never make a hit list.

- Respect the property of others, including the school property
- Cooperate with and assist the school staff in maintaining safety, order and discipline
- Obey the Student Code of Conduct
- Follow the requirements of the expulsion from their home school, including the requirement to stay off school property during the term of their expulsion. Participation in extra-curricular activities at their home school is at the sole discretion of the student's home school. Without the home school's permission for the student to be on the home school campus, the student is trespassing.

Law Violations

Any law violations that occur on or around the Dallas County J.J.A.E.P. campus including on a school bus routes will be reported to law enforcement. Students who commit law violations on campus are immediately referred to the onsite Law Enforcement Officer(s) and may be transported to the Dallas County Juvenile Detention Center. Students seventeen or older will be transported to the Dallas County Jail. Any such violations may include reclassification from previous offense and possible extension of days in the program, .i.e. assault with injury, felony drug possession with intent to sell, possessing a prohibited weapon on campus, etc.

Minor Infractions - Prohibited Behaviors and Conduct:

- Failure to follow staff instructions the first time asked
- Sleeping in classes / Repeated failure to participate in class
- Cursing / Disrupting class
- Dress code violations
- Tardiness
- Cheating

Disciplinary Consequences for Minor Infractions may include but are not limited to:

- Referral to Behavior Specialist – for an Intervention
- Referral to a Case Worker for counseling
- Parent Conference
- Referral to In School Suspension (ISS)
- Other disciplinary consequences determined as appropriate by Dallas County J.J.A.E.P. staff

Major Infractions - Prohibited Behaviors and Conduct:

- Fighting (assault)
- Gang activity
- Using, selling, or possessing drugs
- Bullying
- Harassment

- Making Hit Lists
- Gambling
- Possession of contraband (see contraband items in the Contraband section of the Student Code of Conduct)
- Hazing
- Breaking any city, state, local, or federal laws
- Threatening staff, visitors, or other students in any manner
- Violating bus rules, or disobeying the bus driver
- Sexual misconduct

Disciplinary Consequences for Major Infractions may include but are not limited to:

- Referral to In School Suspension (ISS)
- Arrest
- Referral to Juvenile Detention
- Other disciplinary consequences determined as appropriate by Dallas County J.J.A.E.P. staff
- Suspension from school for up to (3) days per offense

Suspension Explanation and Administrative Procedures:

After all behavior interventions have been exhausted, a student will be expelled from the Dallas County J.J.A.E.P. for (3) days per offense. Suspension interventions are as follows:

- Behavior/ Incident/Bus Reports
- Parent Conference held by the student's Case Worker
- Sheriff Officer conference
- At least 1 referral for After School Detention, and In School Suspension
- Any major violation of the Dallas County Dallas County J.J.A.E.P. Student Code of Conduct

Note: Only the Dallas County J.J.A.E.P. Administrator or Deputy Director of Education will have the authority to suspend a student from campus. The Case Manager will notify the home school district in writing (copy of suspension),

Administrative procedures for Suspension:

In matters related to student discipline, it is expected that a progressive discipline model that enables the student to demonstrate growth and learning shall be followed.

1. A Dallas County J.J.A.E.P. Administrator may suspend a student for unacceptable student behavior as outlined in the Dallas County J.J.A.E.P. Student Code of Conduct or for reasons where the student's conduct is injurious to the physical or mental well-being of other students, staff, or visitors.

2. The Dallas County J.J.A.E.P. Administrator shall ensure that any suspension is fair and proper, and that suspensions and/or recommendations for suspensions are made only after all other reasonable interventions have proven ineffective.
3. The maximum length of suspension the Dallas County J.J.A.E.P. Administrator may issue is up to (3) school days per offense, or major rule violation. Before an Administrator suspends a student, the Administrator shall: (a). inform the student of the formal disciplinary nature of the suspension and its consequences, and of the reasons for which suspension is being considered; (b). provide opportunity for the student to offer an explanation in defense or mitigation prior to completing his/her investigation (c). report to the student's parent or guardian the suspension; (d). release the student from the Dallas County J.J.A.E.P. to the parent, guardian or responsible adult—if no one is available dismiss the student via his/her typical means of transportation at the close of the school day.
4. After the imposition of the suspension, a parent may choose to appeal the suspension by doing so within five (5) working days following the commencement of the suspension. The intent to appeal the suspension must be communicated in writing to the Karen Ramos Dallas County Juvenile Department, Deputy Director of Education at 1673 Terre Colony Ct., Dallas, Texas 75212.

Parents will be notified of any serious violations of the Student Code of Conduct that may result in a student being removed from the program.

It is the policy of the Dallas County Juvenile Justice Alternative Education Program (J.J.A.E.P.) that the following sanctions are prohibited regarding student discipline.

- Corporal punishment, physical abuse, humiliating punishment or hazing;
- Deprivation of food and water;
- One student sanctioning another; or
- Expulsion from the Dallas County J.J.A.E.P.

At no time should a student be placed in a locked classroom or office alone for disciplinary reasons. A Dallas County J.J.A.E.P. staff member is not to be in a closed door or locked environment (i.e. office, classroom, etc.) with a student alone. Any violations of this policy will result in disciplinary action toward the staff member.

The Dallas County J.J.A.E.P. does not utilize electronic monitoring as a substitute for staff's continuous visual supervision.

The Dallas County J.J.A.E.P. prohibits any student from being denied his/her lunch meal as a disciplinary measure or sanction.

Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.) Policies and Procedures for Dallas County J.J.A.E.P., 2015 Revision	
Student Grievances	Related Standards: TAC 348.136

I. Policy:

Grievance Procedures

Student grievance procedures shall be explained fully in the student code of conduct. The student code of conduct shall clearly state the process by which a student may file a grievance and how a grievance will be handled.

- 1) Procedures and practices shall facilitate student complaints of mistreatment or complaints of programmatic issues and shall ensure students are protected against retaliation in any form.
- 2) Grievance procedures shall ensure that each student is afforded at least one level of appeal on all grievance complaints.
- 3) A copy of each grievance submitted by a student shall be provided to the student's parent, guardian or custodian within two (2) school days of submission.

II. Definitions: None

III. Procedure:

Each student has the opportunity to file a grievance. If a student believes that they have been treated unfairly or inappropriately by a staff's decision, have been spoken to in a disrespectful manner, or have a complaint regarding programmatic issues, they may file a grievance. All students will be protected against any form of retaliation.

The grievance procedure is as follows:

- 1) Students may obtain a copy of the grievance form from any staff member during break or lunch time only.
- 2) The student is to complete the form in as much detail as possible explaining what happened, when it happened, and any staff who may have been involved.
- 3) A locked box marked "Grievance Procedure Forms" will be posted in the common dining area. Students will be allowed to write a Grievance and drop it in the Grievance box at any time that does not cause disruption to the daily routine.
- 4) Completed grievance forms are picked up daily by the Behavior Specialist, or the student's assigned Case Manager. It may take up to 24 hours for the grievance to be discussed with the student and for a decision on how to resolve the grievance is made.

If the conflict cannot be resolved, it may be appealed to the Dallas County J.J.A.E.P. Administrator. The Dallas County J.J.A.E.P. Administrator will return the form to the student within 24 with a final decision. A copy of each grievance submitted by a student shall be provided to the student's parent, guardian or custodian within two (2) school days of admission.

Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.) Policies and Procedures for Dallas County J.J.A.E.P., 2015 Revision	
Testing Safeguards	Related Standards: TAC 348.204

I. Policy:

Assessment Reliability and Safeguards

- 1) Written policy of the J.J.A.E.P. shall describe the safeguards it will use to maintain the integrity of the assessment process so that all student scores reflect actual student progress.
- 2) The J.J.A.E.P. shall ensure that the on-site assessment process provides valid assessment test scores that have not been tainted.
- 3) J.J.A.E.P. policies and procedures, at a minimum, shall include the following:
 - a) Maintaining the tests in a secure setting (e.g., a locked file cabinet) so that staff and students do not have access to the instrument except while the test is being administered during the actual testing time;
 - b) Staff are prohibited from releasing copies of the test; and
 - c) Staff are prohibited from teaching the specific questions on the test.

II. Definitions: None

III. Procedure:

All assessments and other tests will be administered by Dallas County J.J.A.E.P. staff following all protocols as directed by the assessment instructions. The Dallas County J.J.A.E.P. will ensure that the on-site assessment process test scores have not been tainted.

All tests will be:

- 1) Maintained in a secured setting (e.g., a locked file cabinet) so that staff and students do not have access to the instrument except while the test is being administered during the actual testing time;
- 2) The Dallas County J.J.A.E.P. staff shall be prohibited from releasing copies of the test;
- 3) The Dallas County J.J.A.E.P. staff is prohibited from teaching the specific questions on the test; and
- 4) The students shall be monitored at all times during test/assessment administration.

Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.) Policies and Procedures for Dallas County J.J.A.E.P., 2015 Revision	
Student Code of Conduct	Related Standards: TAC 348.136

I. Policy:

Adoption

- 1) The J.J.A.E.P. student code of conduct shall be adopted by the juvenile board and shall describe and define in writing the J.J.A.E.P.'s behavior management system.
- 2) The J.J.A.E.P. administrator shall conduct an annual review of the student code of conduct between the conclusion of each school year and prior to the beginning of the next school year.

Notice

The J.J.A.E.P. student code of conduct shall be provided to each student and the student's parent, guardian or custodian upon admittance into the J.J.A.E.P.

- 1) The student code of conduct shall be reviewed with each student and the student's parent, guardian or custodian and shall be translated if necessary to ensure understanding of the content by all parties.
- 2) A signed acknowledgment of receipt of the student code of conduct by the student and their parent, guardian or custodian, shall be maintained in each student's file.
- 3) J.J.A.E.P. staff shall be provided a copy of the student code of conduct and a signed acknowledgement of receipt shall be maintained in the staff's personnel file.

II. Definitions: None

III. Procedure:

The Dallas County Juvenile Justice Alternative Education Program has a Student Code of Conduct that is annually reviewed by the Juvenile Board for approval.

The J.J.A.E.P. Administrator is to maintain and update the Student Code of Conduct prior to the next school year.

Upon enrollment into the Dallas County J.J.A.E.P., the student and parent, guardian or custodian is provided a copy of the Student Code of Conduct. A signed receipt of acknowledgement with the student and parent's signature is kept in the student's file. If the Student Code of Conduct is updated while a student is still enrolled at the beginning of a new school year, the student will receive an updated copy and will sign another acknowledgement form for their file.

Prior to each school year, the Dallas County J.J.A.E.P. staff will receive a copy of the Student Code of Conduct, review the contents during training and will sign an acknowledgement form that shall be maintained in their personnel file.

Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.) Policies and Procedures for Dallas County J.J.A.E.P., 2015 Revision	
Inter-Local Cooperation	Related Standards: TAC 348.116

I. Policy:

Inter-Local Cooperation

- 1) Parent, Guardian or Custodian.
 - a) The J.J.A.E.P. shall maintain written documentation of notification to a student's parent, guardian or custodian of the student's enrollment in and withdrawal from the J.J.A.E.P.
 - b) Periodic progress reports shall be given to the student and the student's parent, guardian or custodian at a minimum of every 120 school days.
- 2) School District.
 - a) Student Entry and Exit Transition Plans.
 - i. The J.J.A.E.P. shall coordinate with the school district a written transition plan for entrance into the J.J.A.E.P.
 - ii. The J.J.A.E.P. shall develop, provide and communicate to the school district a written exit transition plan. The exit transition plan shall inform the receiving school of the student's academic and behavioral improvements and provide the receiver information necessary for the student's continued success.
 - iii. The J.J.A.E.P. shall provide the student's parent, guardian or custodian with a copy of the exit transition plan.
 - iv. Documentation of the entry and exit transition plans shall be maintained in each student's file.
 - b) The J.J.A.E.P. shall provide to each enrolled student's home school district the student's attendance records, grades, and transition plans as well as any other records upon the student's transition back to the home school. The J.J.A.E.P. shall maintain documentation that the required information was provided to the home school upon the student's exit from the J.J.A.E.P.
 - c) All students enrolled in the J.J.A.E.P. shall take the statewide assessment as required under <*>39.023 of the Texas Education Code. The J.J.A.E.P. shall have policies addressing the delivery of testing materials to and from the J.J.A.E.P. and the provision of the statewide assessment to the students.
- 3) Juvenile Probation Departments.
 - a) The J.J.A.E.P. and the local juvenile probation department shall cooperate in the coordination of providing needed social services for the students enrolled in the J.J.A.E.P.
 - b) Local probation departments shall, at a minimum, provide information to the J.J.A.E.P. regarding the probation status of the student, as well as the name of the student's probation officer.
 - c) The J.J.A.E.P. shall provide the local probation department with monthly attendance records of juvenile probationers enrolled in the J.J.A.E.P.

II. Definitions: None

III. Procedure:

Each student that enrolls into the Dallas County J.J.A.E.P will have documentation of enrollment in their files. In addition, any progress reports, entry transition plans and exit transition plans shall be maintained in the student files.

A progress report will be sent to the student's parent, legal guardian or custodian every 120 school days. Upon their completion of their expulsion period, an transitional exit plan will be sent to the parent, legal guardian or custodian.

The Registrar shall coordinate with the student's home school district to create entry and exit transition plans.

At the completion of the student's expulsion, their home school district will receive all progress reports, grades, attendance records and transition plans.

Each student shall take the statewide assessment as required under <*>39.023 of the Texas Education Code as directed by their home school district. The home school district is responsible for the delivery of all testing materials to and from the Dallas County J.J.A.E.P. The J.J.A.E.P. Administrator will be responsible for the storage, distribution and return to the home school district of the testing material.

The caseworkers are to identify any student that is on Juvenile Probation and provide monthly attendance reports to the assigned Probation Officer. The caseworker will make contact with the Juvenile Probation Officer during any school visits to provide any behavioral or attendance issues.

Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.) Policies and Procedures for Dallas County J.J.A.E.P., 2015 Revision	
Physical Plant	Related Standards: TAC 348.118

I. Policy:

Physical Plant

- 1) The J.J.A.E.P. shall conform to all applicable federal, state, and/or local ordinances and codes. Each J.J.A.E.P. shall have on file the most recent inspections (i.e., health and fire) conducted by the local governmental authority having jurisdiction.
- 2) The population of the J.J.A.E.P. shall not exceed the rated capacity as determined by the local fire marshal. Each J.J.A.E.P. shall maintain the documentation of the rated capacity of each classroom from the appropriate fire authority.
- 3) The classroom space, fixtures and common areas shall be adequate to meet the programmatic requirements for each student enrolled and in attendance in the J.J.A.E.P.

II. Definitions: None

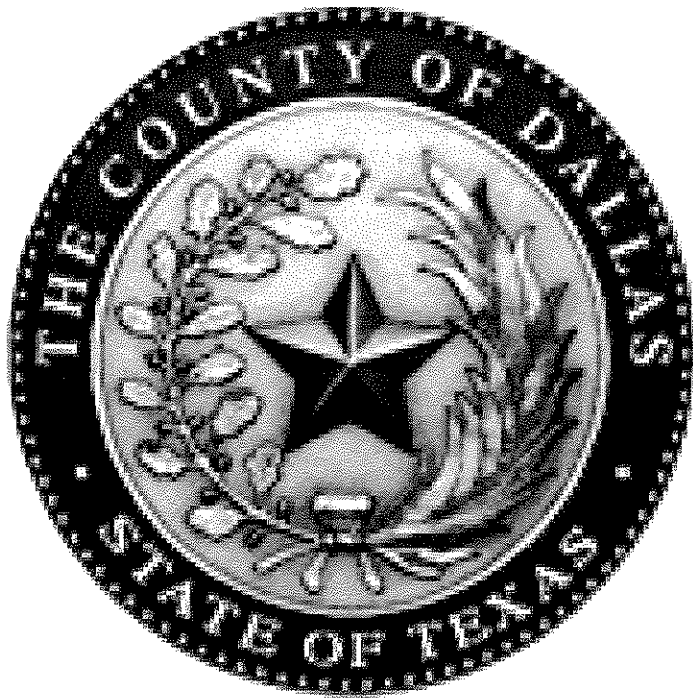
III. Procedure:

The Dallas County Juvenile Justice Alternative Education Program shall adhere to all applicable federal, state and/or local ordinances and codes.

The J.J.A.E.P. Administrator is to maintain documentation of all most recent inspections conducted by the City of Dallas or the Fire Marshall.

The capacity of the Dallas County Juvenile Justice Alternative Education Program is 100. The building capacity of 1673 Terre Colony is 400.

Each classroom shall be equipped with a teacher's desk, and student desks at a minimum.



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: August 24, 2015

To: Dallas County Juvenile Board

From: Dr. Terry S. Smith, Director

Subject: Juvenile Processing Offices – UT Southwestern Medical Center Police Department, Union Pacific Railroad Police Department, University Park Police Department, Lancaster Independent School District (ISD) Police Department and Dallas County Schools

Background of the Issue:

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

The Juvenile Board has previously approved 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 UT Southwestern Medical Center Police Department's Room BLC 206, BLC 214 and BLC 228 located 6303 Forest Park Road, Dallas, Texas 75390 were previously designated as approved Juvenile Processing Offices on January 23, 2012 by this Department and the Dallas County Juvenile Board.

At the time of the prior approval, the physical street address was listed as 5323 Harry Hines Boulevard, Dallas, Texas 75390. Even though this is an accurate mailing address, the processing offices listed above are physically located at 6303 Forest Park Road, Dallas, Texas 75390.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the UT Southwestern Medical Center Police Department's Room BLC 206, BLC 214 and BLC 228 were personally inspected by Rudy Acosta, Deputy Director of Probation Services on July 30, 2015 and he has determined this site suitable as a Juvenile Processing Office. The designated rooms are clearly identified with affixed signage outlining the specific room number.

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Lieutenant Jason Bailey 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

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

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 UT Southwestern Medical Center Police Department did not refer any youth to the Dallas County Juvenile Department.

The Union Pacific Railroad Police Department's JPO Room located at 9211 Forney Road, Dallas, Texas 75172 was previously designated as an approved Juvenile Processing Office on September 24, 2001 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, particularly the JPO Room located at 9211 Forney Road, Dallas, Texas 75172, contact was made with Police Captain Landon H. McDowell. The contact was made by Rudy Acosta, Deputy Director of Probation Services on July 30, 2015. Captain McDowell reported that the JPO Room is no longer utilized as a Juvenile Processing Office and the Union Pacific Railroad Police Department will no longer process juveniles. In the event that a need arises to process a juvenile, they will process them through the local police agency.

In calendar year 2014, the Union Pacific Railroad Police Department did not refer any youth to the Dallas County Juvenile Department.

The University Park Police Department's Room 215 located at 3800 University Blvd., Dallas, Texas 75205 was previously designated as an approved Juvenile Processing Office on February 23, 2009 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 University Park Police Department's Room 215 was personally inspected by Rudy Acosta, Deputy Director of Probation Services on August 7, 2015 and he has determined this site suitable as a Juvenile Processing Office. The designated room is 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, Lieutenant John Ball 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 University Park Police Department referred six (6) youth to the Dallas County Juvenile Department. Of the six (6) referrals, 5 (83.3%) were White males and 1 (16.7%) was a White female.

The Lancaster Independent School District (ISD) Police Department's "Juvenile Processing Office" Room 603 located at 814 W. Pleasant Run Road, Lancaster, Texas 75134; Lancaster High School, "Juvenile Processing Office – LISD Police" Rooms C126A, G123 located at 200 Wintergreen Road, Lancaster, TX 75134; Elsie Robertson Middle School, "Juvenile Processing Office" Room 86 located at 822 W. Pleasant Run Road, Lancaster, Texas 75134 were previously

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

designated as approved Juvenile Processing Offices on October 24, 2005 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 Lancaster Independent School District (ISD) Police Department's "Juvenile Processing Office" room 603 located at 814 W. Pleasant Run Road, Lancaster, Texas 75134; Lancaster High School, "Juvenile Processing Office – LISD Police" rooms C126A, G123 located at 200 Wintergreen Road, Lancaster, TX 75134; Elsie Robertson Middle School, "Juvenile Processing Office" room 86 located at 822 W. Pleasant Run Road, Lancaster, Texas 75134 were personally inspected by Roger Taylor, Manager of Probation Services on July 16, 2015 and he has determined these sites suitable as a Juvenile Processing Offices. The designated rooms are clearly identified with affixed signage outlining the specific room number.

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Interim Chief Raymond N. Dyson Jr. 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 Lancaster Independent School District (ISD) Police Department referred nineteen (19) youth to the Dallas County Juvenile Department. Of the 19 referrals, 15 (78.9%) were African American males and 4 (21.1%) were African American females.

The Dallas County Schools Police Department have requested for Ranch View High School "Juvenile Processing Office" room C1314, located at 8401 Valley Ranch Parkway East, Irving, Texas 75063 be designated as a Juvenile Processing Office by this Department and the Dallas County Juvenile Board.

In response to the Juvenile Department's commitment to establish and approve all Juvenile Processing; Dallas County Schools Police Department Ranch View High School "Juvenile Processing Office" room C1314, located at 8401 Valley Ranch Parkway East, Irving, Texas 75063 was personally inspected by Roger Taylor, Manager of Probation Services on July 30, 2015 and he has determined this site suitable as a Juvenile Processing Office. The designated room is clearly identified with affixed signage outlining the specific room number. Ranch View High School is a new school addition in the Irving School District.

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Police Officer Michael Huffman 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 Dallas County Schools Police Department referred thirty (30) youth to the Dallas County Juvenile Department. Of the thirty (30) referrals, 19 (63.3%) were African American; 9 (30%) were Hispanic and 2 (6.7%) were White. And of the thirty (30) referrals, 10 (33%) were female and 20 (66.7%) were male.

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

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.
- (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

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

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 UT Southwestern Medical Center Police Department located at 6303 Forest Park Road, Dallas, Texas 75390, by approving Rooms BLC 206, BLC 214 and BLC 228 as designated Juvenile Processing Offices.

The Juvenile Department recommends the Juvenile Board approve removing the Union Pacific Railroad Police Department, 9211 Forney Road, Dallas, Texas 75172 as a Juvenile Process Office.

The Juvenile Department recommends the Juvenile Board approve the Juvenile Processing Office for the University Park Police Department located at 3800 University Blvd., Dallas, Texas 75205, by approving Room 215 as a designated Juvenile Processing Office.

In addition, the Juvenile Department recommends the Juvenile Board approve the Juvenile Processing Offices for the Lancaster Independent School District (ISD) Police Department's "Juvenile Processing Office" room 603 located at 814 W. Pleasant Run Road, Lancaster, Texas 75134; Lancaster High School, "Juvenile Processing Office – LISD Police" rooms C126A, G123 located at 200 Wintergreen Road, Lancaster, TX 75134; Elsie Robertson Middle School, "Juvenile Processing Office" room 86 located at 822 W. Pleasant Run Road, Lancaster, Texas 75134; as designated Juvenile Processing Offices.

Finally, the Juvenile Department recommends the Juvenile Board approve the request of the Dallas County Schools Police Department to add Ranch View High School "Juvenile Processing Office" room 1314, located at 8401 Valley Ranch Parkway East, Irving, Texas 75063 as a designated Juvenile Processing Office.

Recommended by:


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

**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. 28th St.
DFW Airport, TX 75261
Sgt. Malcolm A. Mosely 972-574-5576

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

- 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

*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 4th 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, 2nd 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
'Juvenile Processing Room LISD Police' #86
822 W. Pleasant Run
Lancaster, TX 75146
Off. Keith Wilkerson 972-218-3086

*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
'Juvenile Processing Office'
Room G123, Police Office, Room C126A
200 Wintergreen Rd.
Lancaster, TX 75134
Chief Sam Allen 469-261-8889
- 41) Lancaster ISD Police Department
Headquarters
'Juvenile Processing 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) Ranch View High School
"Juvenile Processing Office" room C1314
8401 Valley Ranch Parkway East
Irving, Texas 75063
Michael Huffman 972-968-5025
- 45) Richardson Police Department
Youth Crimes Unit/Interview Rm, Rm D-214
140 N. Greenville Ave
Richardson, TX 75081
Sgt. Jaime Gerhart 972-744-4862
- 46) 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
- 47) 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
- 48) Sachse Police Department
Juvenile Division & Youth Holding Area
Rooms PS116 and PS118
3815 Sachse Rd.
Sachse, TX 75048
Lt. Steve Norris 469-429-9823
- 49) Seagoville Police Department
Law Enforcement Center -
Interview Room and Patrol Room
600 North Highway 175
Seagoville, TX 75159
Manager Christine Dykes 972-287-6834
- 50) Southern Methodist University Police Dept.
Briefing Room 214
3128 Dyer Street
Dallas, TX 75205
Lt. Brian Kelly 214-768-1577
- 51) UT Southwestern Medical Center Police Dept.
Room BLC 206, BLC 214 & BLC 228
6303 Forest Park Road
Dallas, TX 75390-9027
Lt. Jason Bailey 214-648-8311

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

52) University Park Police Department
Room 215, 2nd Floor
3800 University Boulevard
Dallas, TX 75205
Lieutenant John Ball 214-987-5360

~~53) Union Pacific Railroad
Police Department JPO Room
9211 Forney Road
Dallas, TX 75172
Landon McDowell 972-882-4001~~

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

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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: August 24, 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 24th day of August, 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 UT Southwestern Medical Center Police Department's Room BLC 206, BLC 214 and BLC 228 School Resource Office located at 6303 Forest Park Road, Dallas, Texas 75390 were previously designated as approved Juvenile Processing Offices on January 23, 2012 by this Department and the Dallas County Juvenile Board; and

WHEREAS, at the time of the prior approval, the physical street address was listed as 5323 Harry Hines Boulevard, Dallas, Texas 75390; Even though this is an accurate mailing address, the process offices listed above are physically located at 6303 Forest Park Road, Dallas, Texas 75390; and

WHEREAS, in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the UT Southwestern Medical Center Police Department's Room BLC 206, BLC 214 and BLC 228 located at 6303 Forest Park Road, Dallas, Texas 75390 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 the specific room number; 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 Jason Bailey 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 UT Southwestern Medical Center Police Department did not refer any youth to the Dallas County 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 UT Southwestern Medical Center Police Department located at 6303 Forest Park Road, Dallas, Texas 75390, by approving Room BLC 206, BLC 214 and BLC 228 as designated Processing Offices.

DONE IN OPEN BOARD MEETING this 24th day of August, 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: August 24, 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 24th day of August, 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 Union Pacific Railroad Police Department's JPO Room located at 9211 Forney Road, Dallas, Texas 75172 was previously designated as an approved Juvenile Processing Office 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, particularly the JPO Room located at 9211 Forney Road, Dallas, Texas 75172, contact was made with Police Captain Landon H. McDowell; the contact was made by Rudy Acosta, Deputy Director of Probation Services on July 30, 2015; Captain McDowell reported that the JPO Room is no longer utilized as a Juvenile Processing Office and the Union Pacific Railroad Police Department will no longer process juveniles; in the event that a need arises to process a juvenile, they will process them through the local police agency; and

WHEREAS, in calendar year 2014, the Union Pacific Railroad Police Department did not refer any youth to the Dallas County 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 removing the Union Pacific Railroad Police Department, 9211 Forney Road, Dallas, Texas 75172 as Juvenile Processing Office.

DONE IN OPEN BOARD MEETING this 24th day of August, 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: August 24, 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 24th day of August, 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 University Park Police Department's Room 215 located at 3800 University Blvd., Dallas, Texas 75205 was previously designated as an approved Juvenile Processing Office on February 23, 2009 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 University Park Police Department's Room 215 located at 3800 University Blvd., Dallas, Texas 75390 was personally inspected by Rudy Acosta, Deputy Director of Probation Services on August 7, 2015; It has been determined this site remains suitable as a Juvenile Processing Office; the designated room is 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 John Ball 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 University Park Police Department did not referred six (6) youth to the Dallas County Juvenile Department: of the six (6) referrals, 5 (83.3%) were White males and 1 (16.7%) was a White 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 University Park Police Department located at 3800 University Blvd., Dallas, Texas 75205, by approving Room 215 as a designated Processing Office.

DONE IN OPEN BOARD MEETING this 24th day of August, 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: August 24, 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 24th day of August, 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 Lancaster Independent School District (ISD) Police Department's "Juvenile Processing Office" room 603 located at 814 W. Pleasant Run Road, Lancaster, Texas 75134; Lancaster High School, "Juvenile Processing Office – LISD Police" rooms C126A, G123 located at 200 Wintergreen Road, Lancaster, TX 75134; Elsie Robertson Middle School, "Juvenile Processing Office" room 86 located at 822 W. Pleasant Run Road, Lancaster, Texas 75134 were previously designated as approved Juvenile Processing Offices on October 24, 2005 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 Lancaster Independent School District (ISD) Police Department's "Juvenile Processing Office" room 603 located at 814 W. Pleasant Run Road, Lancaster, Texas 75134; Lancaster High School, "Juvenile Processing Office – LISD Police" rooms C126A, G123 located at 200 Wintergreen Road, Lancaster, TX 75134; Elsie Robertson Middle School, "Juvenile Processing Office" room 86 located at 822 W. Pleasant Run Road, Lancaster, Texas 75134 were personally inspected by Roger Taylor, Manager of Probation Services on July 16, 2015 and he has determined these sites suitable as a Juvenile Processing Office. The designated rooms are clearly identified with affixed signage outlining the specific room number; 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, Interim Chief Raymond N. Dyson Jr. 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, in calendar year 2014, the Lancaster ISD Police Department referred nineteen (19) youth to the Dallas County Juvenile Department. Of the nineteen (19) referrals, All (100%) were African American; 4 (21.1%) were female and 15 (78.9%) were male; 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 Lancaster Independent School District (ISD) Police Department's "Juvenile Processing Office" room 603 located at 814 W. Pleasant Run Road, Lancaster, Texas 75134; Lancaster High School, "Juvenile Processing Office – LISD Police" rooms C126A, G123 located at 200 Wintergreen Road, Lancaster, TX 75134; Elsie Robertson Middle School, "Juvenile Processing Office" room 86 located at 822 W. Pleasant Run Road, Lancaster, Texas 75134 as designated Processing Offices.

DONE IN OPEN BOARD MEETING this 24th day of August, 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: August 24, 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 24th day of August, 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 Dallas County Schools Police Department have requested for Ranch View High School "Juvenile Processing Office" room C1314, located at 8401 Valley Ranch Parkway East, Irving, Texas 75063 be designated as a Juvenile Processing Office by this Department and the Dallas County Juvenile Board; and

WHEREAS, in to the Juvenile Department's commitment to establish and approve all Juvenile Processing; Dallas County Schools Police Department Ranch View High School "Juvenile Processing Office" room C1314, located at 8401 Valley Ranch Parkway East, Irving, Texas 75063 was personally inspected by Roger Taylor, Manager of Probation Services on July 30, 2015 and he has determined this site suitable as a Juvenile Processing Office. The designated rooms are clearly identified with affixed signage outlining the specific room number. Ranch View High School is a new school addition in the Irving School District; 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, Police Officer Michael Huffman 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 Dallas County Schools Police Department referred thirty (30) youth to the Dallas County Juvenile Department. Of the thirty (30) referrals, 19 (63.3%) were African American; 9 (30%) were Hispanic; 2 (6.7%) were White; 10 (33.3%) were female and 20 (66.7%) were male; 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 Dallas County Schools Police Department - Ranch View High School "Juvenile Processing Office" room C1314, located at 8401 Valley Ranch Parkway East, Irving, Texas 75063 as designated Processing Offices.

DONE IN OPEN BOARD MEETING this 24th day of August, 2015.

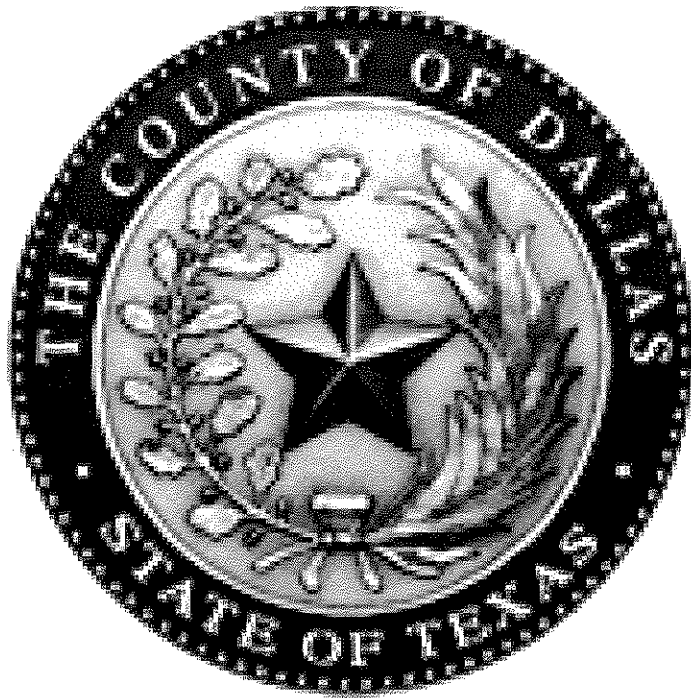
The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of ____ for the motion and ____ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION

ITEM

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: August 24th, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Dallas County Juvenile Department
Re: FY2016 Contract with Southwestern Medical Center for Psychological Services

BACKGROUND OF ISSUE:

The Dallas County Juvenile Department contracts with the University of Texas Southwestern Medical Center to assist in the provision of psychological services, including psychological screening, testing and evaluation, crisis intervention, and psycho-educational training for families, counseling, and consultation services. The Juvenile Department utilizes doctoral level interns to respond to requests for psychological screens and evaluations on a cost effective and timely basis.

The Juvenile Board approved an inter-local agreement with the University of Texas Southwestern Medical Center in October 2014 for the term of one year effective September 1, 2014 to August 31, 2015. The Juvenile Department desires to continue the contract with the University of Texas Southwestern Medical Center; the purpose of this briefing is to request the Juvenile Board's approval to renew the contract with UTSW for the purchase of adjunctive psychological services in the amount of \$69,705 for the term of one year effective September 1, 2015 to August 31, 2016.

OPERATIONAL IMPACT:

Without the services provided through this contract, Court proceedings could possibly be delayed as placement recommendations/decisions cannot be completed without psychological screens and evaluations. Moreover, the utilization of interns serves as a vital function to extending the services available to youth and families by maximizing the service delivery system of the full-time staff. In addition, with the initiatives associated with the Annie E. Casey Foundation Juvenile Detention Alternatives Initiatives (JDAI) there has been an increased emphasis on rapid assessment thereby establishing the need for the services offered by the interns.

STRATEGIC PLAN COMPLIANCE:

This request conforms to the Dallas County Strategic Plan – Vision 3 Dallas County is *safe, secure, and prepared* by the effective allocation of juvenile justice resources around Dallas County.

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

LEGAL IMPACT:

The agreement has been approved as to form by the Dallas County Juvenile Department's legal advisor, Denika Caruthers.

FINANCIAL IMPACT:

Funding for the purchase of psychological services under this contract is available from the Texas Juvenile Justice Department State Aid under mental health other professional services. The University of Texas Southwestern Medical Center shall provide a minimum of 5,155 hours for psychological services at the rate of \$13.52 per hour, not to exceed \$69,705 for the contract period. The Juvenile Department will pay for these services in equal monthly payments, understanding that a disproportionate number of hours will be provided during the months of June, July, and August. For the school year beginning Fall 2014 through Spring 2015, the Psychology unit was assigned four Doctoral students. During the Summer 2015 semester, the Psychology unit was assigned nine Doctoral students. For the Fall 2015 semester we are expecting four Doctoral students for internship. The financial information has been reviewed by Ms. Carmen Williams, Budget Supervisor.

PROJECT SCHEDULE:

The term of the inter-local agreement/contract is from September 1, 2015 through August 31, 2016.

RECOMMENDATION:

It is respectfully recommended that the Juvenile Board approve the third of the four additional one year renewals with The University of Texas Southwestern Medical Center of the Inter-local agreement between the Juvenile Department and the University of Texas Southwestern Medical Center; to ratify the amount not to exceed \$69,705. It is further recommended that the Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

Recommended By:



Dr. Terry S. Smith
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: August 24, 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 28th day of July, 2014, 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	

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

- WHEREAS,** the Dallas County Juvenile Board was briefed on August 24, 2015, regarding the request to approve the contract renewal with UTSW for the purchase of adjunctive psychological services; and
- WHEREAS,** the contract provisions state that the number of hours of services be a minimum of 5,155 hours and to allow for four additional one-year renewals; and
- WHEREAS,** the total contract is \$69,705 annually. Funding through the Texas Juvenile Justice Department State Aid under mental health other professional services; and
- WHEREAS,** the Dallas County Juvenile Department contracts with the University of Texas Southwestern Medical Center to assist in the provision of psychological services; and
- WHEREAS,** the inter-local agreement/contract period from September 1, 2015, through August 31, 2016, and payment for these services will be made in equal monthly payments, understanding that a disproportionate number of hours will be provided during the months of June, July, and August; and
- WHEREAS,** this request conforms to the Dallas County Strategic Plan – Vision 3 Dallas County is *safe, secure, and prepared* by the effective allocation of juvenile justice resources around Dallas County.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the Inter-local Agreement between the Juvenile Department and the University of Texas Southwestern Medical Center, to ratify the annual contract amount not to exceed \$69,705 for the term of September 1, 2014, through August 31, 2015, and authorizes the Chairman of the Juvenile Board to sign the agreement and related documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 24th day of August, 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

STATE OF TEXAS

§
§
§

UT Southwestern Contract ID#FY2015-4897

COUNTY OF DALLAS

**INTERLOCAL AGREEMENT TO PROVIDE PSYCHOLOGICAL SERVICES BETWEEN
UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS**

AND

**DALLAS COUNTY JUVENILE BOARD,
ON BEHALF OF THE
THE DALLAS COUNTY JUVENILE DEPARTMENT**

WHEREAS, The University of Texas Southwestern Medical Center at Dallas ("UT Southwestern") is an agency of the State of Texas; and the Dallas County ("County") and the Dallas County Juvenile Board ("DCJB") are governmental entities of the State of Texas; and

WHEREAS, UT Southwestern has agreed to provide psychological services to the youths of the Dallas County Juvenile Department ("DCJD"), including youths in the Henry Wade Juvenile Justice Center's detention facility, located at 2600 Lone Star Dr., Dallas, Texas 75212; Marzelle C. Hill Transition Center, located at 2600 Lone Star Dr., Dallas, Texas 75212; Letot Center, located at 10505 Denton Dr., Dallas, Texas 75220; the Dallas County Youth Village, located at 1508 East Langdon Rd., Dallas, Texas 75241 the Lyle B. Medlock Youth Treatment Center located at 1508A East Langdon Rd., Dallas, Texas 75241("Facilities"); and

WHEREAS, The youths referenced are juveniles who are classified as detainees at the Facilities.

NOW THEREFORE, UT Southwestern and DCJB, on behalf of DCJD, enter into this Agreement pursuant to the authority of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, as amended, for provision of psychological services by UT Southwestern to the youths of DCJD, including those in the Henry Wade Juvenile Justice Center's detention facility, Marzelle C. Hill Transition Center, Letot Center, Letot Girls RTC, the Dallas County Youth Village, and the Lyle B. Medlock Youth Treatment Center for the mutual consideration as stated herein.

1. TERM

The term of this Agreement shall be effective from September 1, 2015 through August 31, 2016.

2. RELATIONSHIP OF THE PARTIES

Each party is acting independently, and neither is an agent, servant, employee or joint enterprise of the other. UT Southwestern represents that it has, or will secure at its own expense, all personnel and consultants required in performing the Services under this Agreement. Such personnel and consultants shall not be employees of, or have any contractual relationship with DCJD. No officer and/or member of the governing body of the DCJD and/or DCJB shall participate in any decision relating to this Agreement which affects their personal interest or have any pecuniary interest in this Agreement or process thereof.

3. SCOPE OF WORK

A. RESPONSIBILITIES OF UT SOUTHWESTERN

UT Southwestern, through the services of the Chairman of the Graduate Program in Clinical Psychology, Department of Psychiatry, and the Psychology Staff and Fellows, shall provide the following Services at the request of DCJD and implement under the control of the Juvenile Department within the scope of general psychology, including but not necessarily limited to the following:

- 1) Psychological screening, testing and evaluations for the youths or juveniles and their families;
- 2) Crisis intervention and psycho-educational training with the youths and their families;
- 3) Psychological screening and consultation services to the Facilities: Henry Wade Juvenile Justice Center's detention facility; Dallas County Youth Village; Marzelle C. Hill Center, Letot Center and the Letot Girls RTC; and
- 4) UT Southwestern shall provide a minimum of Five Thousand One Hundred Fifty-Five (5,155) hours of psychological services at a rate of Thirteen and 52/100 Dollars (\$13.52) per hour, not to exceed Sixty Nine Thousand Seven Hundred and Five Dollars (\$69,705) for the term of this Agreement.

B. RESPONSIBILITIES OF THE DCJD

- 1) Reimbursement for provision of psychological services will be provided in equal monthly payments, with the understanding that a disproportionate number of hours will be provided during the months of June, July, and August;
- 2) The total amount for this Agreement shall not exceed Sixty Nine Thousand Seven Hundred and Five 00/100 Dollars (\$69,705); and
- 3) The funds to be used for the payment of services performed under this Agreement will be State funds through the Texas Juvenile Justice Department.

4. TERMINATION

Either party may terminate this Agreement and any renewal thereof, with or without cause, by sending thirty (30) day prior written notice to the other party.

5. NOTICE

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

DCJB/DCJD:

Dr. Terry S. Smith, Director
Dallas County Juvenile Department
Dallas, Texas 75212
Phone: 214-698-2222
Fax: 214-698-5508
Email: terry.smith@dallascounty.org

UT SOUTHWESTERN:

Arnim Dontes, Exec. VP Business
Univ. of TX Southwestern Med. Ctr.
5323 Harry Hines Boulevard
Dallas, Texas 75390-9013
Phone: (214) 648-4352
Fax: (214) 648-0845

6. INDEMNIFICATION

- A. The County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the County including workers compensation claims, arising out of the performance of the County employees under this Contract, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Contract and caused by the sole negligence of the County, its agents, officers, and/or employees.
- B. UT Southwestern, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages that UT Southwestern may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against UT Southwestern or its students, including workers compensation claims, arising out of the performance of the students or UT Southwestern employees under this Contract, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Contract and caused by the sole negligence of the UT Southwestern, its students, agents, officers, and/or employees.

7. INSURANCE

- A. UT Southwestern agrees that it will at all times during the term of this Agreement maintain in full force and effect self-insurance to the extent permitted by applicable law under a plan of self-insurance that is also maintained in accordance with sound accounting practices. UT Southwestern shall furnish (upon request) to County with satisfactory evidence of the existence of an insurance reserve adequate for the risks involved hereunder. It is expressly agreed that UT Southwestern will be solely responsible for all cost of any such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage.
- B. It is the intent of these provisions that insurance or self-insurance cover all cost allowed by Texas law. Minimum insurance is a condition precedent to any work performed under this Agreement and for the entire term of this Agreement including any renewals or extensions. If any of the minimum insurance required under this Agreement lapses, is reduced below minimum requirements or is prematurely terminated for any reason, the County shall withhold any and all payments due UT Southwestern until UT Southwestern demonstrates compliance with the Agreement requirements and provides security satisfactory to County for the potential liability resulting from the lack of required insurance. This provision shall survive the Agreement termination. UT Southwestern shall provide, at a minimum, the following coverages:

- 1) Workers' Compensation Self-Insurance. Meeting the statutory requirements of the Texas Workman's Compensation Act;
 - 2) Professional Liability Insurance. Pursuant to The University of Texas System Professional Medical Liability Benefit Plan, UT Southwestern will maintain coverage in the amounts of \$100,000 per claim and \$300,000 annual aggregate covering the duties performed under and during the term of this Agreement by UT Southwestern, with certificates of insurance evidencing such coverage to be provided to the County upon request.
 - 3) General Liability. Because UT Southwestern is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of UT Southwestern (other than medical liability of medical staff physicians) is provided for solely by the provisions of Chapters 101 and 104 of the Texas Civil Practice and Remedies Code.
 - 4) Comprehensive Automotive Liability Insurance. Covering UT Southwestern owned vehicles, with the minimum limits of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per accident for bodily injury and One Hundred Thousand and 00/100 Dollars (\$100,000) per accident for property damages.
- C. UT Southwestern shall notify County in the event of any change in any applicable coverages and shall give such notices not less than forty-five (45) days prior to the change, which notice must be accompanied by a replacement Certificate of Insurance if applicable.
- D. Approval, disapproval or failure to act by the County regarding any insurance supplied by UT Southwestern shall not relieve UT Southwestern of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate UT Southwestern.

8. SUBCONTRACTING

- A. UT Southwestern may not enter into agreements with subcontractors for delivery of the designated services outlined in this Agreement without prior written consent of the DCJB. The costs of all subcontracted services are included in the fees paid herein, unless otherwise stated. In selecting subcontractors, UT Southwestern shall ensure that existing community-based organizations are utilized to the fullest extent possible.
- B. Subcontracts, if any, entered into by the UT Southwestern will be in writing and subject to all requirements herein. UT Southwestern agrees that it will be responsible to DCJB for the performance of any subcontractor. Also, UT Southwestern shall pay all subcontractors in a timely manner.

9. CHOICE OF LAWS AND VENUE

In providing services required by this Agreement, UT Southwestern must observe and comply with all licenses, legal certifications, or inspections required for the services, Facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. This Agreement

shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas. All statutes and law stated herein shall be updated as amended.

10. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, innovation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

11. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

12. ENTIRE AGREEMENT

This Agreement, including all Exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

13. BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

14. FEDERAL FUNDED PROJECT

If this Agreement is funded in part by either the State of Texas or federal funding, UT Southwestern agrees to timely comply without additional cost or expense to DCJB, unless otherwise specified herein, to any statute, rule, regulation, grant, Agreement provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

15. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of 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. Both parties have a duty to mitigate damages.

16. ASSIGNMENT

UT Southwestern assures that it will not transfer or assign its interest in this Agreement without the prior written consent of the DCJB. UT Southwestern understands that in the event that all or substantially all of UT Southwestern's assets are acquired by another entity, UT Southwestern is still obligated to fulfill the terms and conditions of this Agreement.

17. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement 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. Words of any gender used in this Agreement shall be held and construed to include any other gender any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

18. SOVEREIGN IMMUNITY

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

19. PREVENTION OF FRAUD AND ABUSE

UT Southwestern shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or Program abuse involving UT Southwestern's employees or agents that involve funds or activities under this agreement shall be reported immediately by the DCJB to the Office of the Inspector General for appropriate action. Moreover, UT Southwestern warrants to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. UT Southwestern shall, upon notice by DCJB, refund expenditures of the UT Southwestern that are contrary to this Agreement and deemed inappropriate by the DCJB. Said notice requires that the DCJB provide written notice of such claims and include the evidence and reasons for such charges.

20. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of the DCJB under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement. UT Southwestern shall have no right of action against DCJB in the event DCJB is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that DCJB is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, DCJB, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to UT Southwestern at the earliest possible time prior to the end of its fiscal year; however, DCJB shall be required to pay UT Southwestern for services already received at the time it gives notice.

21. CONFIDENTIALITY AND RECORDS

Both parties shall safeguard and adhere to all confidentiality, privacy and security requirements according to the applicable federal, State and local rules and regulations for the privacy and security of all information, including without limitation HIV/AIDS-related information, accessed while performing under this Agreement.

All records created under this Agreement shall belong to the DCJB and DCJD.

22. PROMPT PAYMENT ACT

UT Southwestern agrees that a temporary delay in making payments due to the DCJB's or DCJD's accounting and disbursement procedures shall not place them in default of this Agreement and shall not render the DCJB and/or DCJD liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251, Texas Government Code, as amended.

23. FORCE MAJEURE

Neither DCJB nor UT Southwestern shall be deemed in violation of this Agreement if either is prevented from performing any of the obligations hereunder by reason of, for or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge or civil authority, an act of God, or any cause reasonably beyond the party's control and not attributable to its neglect. In the event of such an occurrence the time for performance of such obligations or duty shall be suspended until such time that such disability to perform, for which the party is not responsible or circumstances beyond its control, shall be removed. The party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. Each party shall make all reasonable efforts to mitigate the effects of any suspension.

24. TRANSITION SERVICES

Upon notice of termination and/or expiration of this Agreement, the DCJB shall have the right to request an audit (and UT Southwestern shall reasonably accommodate such a request), at DCJB expense and at a reasonable time mutually agreed upon by the parties, any and all records of UT Southwestern relating to this Agreement. Moreover, upon termination and/or expiration date of this Agreement, UT Southwestern agrees to transition the Services provided herein in a cooperative manner and provide the following to DCJB or DCJD, within sixty (60) days after the date of termination and/or expiration: (i) All Agreement and Services documentation identified in a complete, neat and orderly manner; and (ii) Good faith pledge to cooperate with DCJB upon transition of Services to another contractor or DCJB department providing the same or similar services; and (iii) Final accounting of all income from the Agreement; and (iv) Downloading and removal of all DCJB information from UT Southwestern's equipment and software; and (v) Removal of UT Southwestern's Services without effecting the integrity of DCJB's systems; and (v) All Records and DCJB property. This provision shall survive Agreement termination. If UT Southwestern is requested to provide additional services beyond those outlined herein, it shall be compensated at a rate to be mutually agreed upon prior to provision of such services.

25. SIGNATORY WARRANTY


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

EXECUTED IN QUADRUPLICATE THIS _____ DAY OF _____ 2015.

DCJB

BY: Judge Cheryl Lee-Shannon, Chairman
Dallas County Juvenile Board

UT SOUTHWESTERN:

DocuSigned by:

BY: Shawn Cohenour
Director, Contracts Management

RECOMMENDED BY:

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

Certificate Of Completion

Envelope Number: F5F357A1D447426DA2E5E8488B022C6E

Status: Completed

Subject: Please DocuSign this document: UTSW_DCJD - Psych Intern Contract ID#2015-4897_2015-16_FINAL.pdf

Source Envelope:

Document Pages: 8

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Mark Minges

AutoNav: Enabled

5323 Harry Hines Blvd

Envelopeld Stamping: Enabled

Dallas, TX 75390

mark.minges@utsouthwestern.edu

IP Address: 129.112.109.40

Record Tracking

Status: Original

Holder: Mark Minges

Location: DocuSign

8/18/2015 4:11:55 PM CT

mark.minges@utsouthwestern.edu

Signer Events

Shawn Cohenour

shawn.cohenour@utsouthwestern.edu

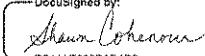
Director, Office of Contracts Management

UT Southwestern Medical Center

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered
ID:

Signature

DocuSigned by:

D214AE860D9D4D0...

Using IP Address: 70.196.8.36
Signed using mobile

Timestamp

Sent: 8/18/2015 4:21:44 PM CT

Viewed: 8/18/2015 4:28:23 PM CT

Signed: 8/18/2015 4:31:32 PM CT

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Cindy Rodgers

Cynthia.Rodgers@utsouthwestern.edu

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered
ID:

COPIED

Sent: 8/18/2015 4:31:33 PM CT

Marisol Martinez

marisol.martinez@dallascounty.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered
ID:

COPIED

Sent: 8/18/2015 4:31:33 PM CT

Notary Events

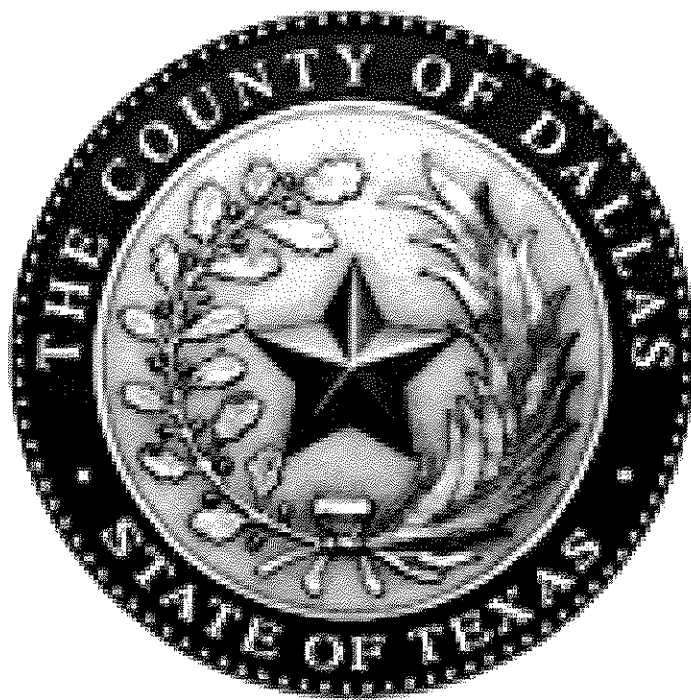
Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/18/2015 4:31:33 PM CT
Certified Delivered	Security Checked	8/18/2015 4:31:33 PM CT
Signing Complete	Security Checked	8/18/2015 4:31:33 PM CT
Completed	Security Checked	8/18/2015 4:31:33 PM CT



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: August 24, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Approval of a Memorandum of Understanding with Big Thought

Background of Issue:

At its July 2015 board meeting, the Dallas County Juvenile Board approved the Youth Service Advisory Board's (YSAB) juror fund recommendation to allocate \$26,000 to Big Thought (JB Order 2015-077) to provide art education to youth residing in Dallas County institutions, Evening Reporting Center and with Creative Solutions summer program alumni. Through the programming, adjudicated and at-risk youth will receive high-quality, creative learning experiences which engage them while building skills for future success in education and career. Funding will support direct costs for the programing, including instructional needs such as supplies, transportation, snacks, student stipends and contracted artists fees.

The purpose of this briefing is to request authorization to execute the attached Memorandum of Understanding.

Impact on Operations and Maintenance:

The services provided by Big Thought will occur at the Evening Reporting Center, Letot Center, Letot RTC and at the Dr. Jerome McNeil Juvenile Detention Center. Service delivery will be coordinated by Juvenile Department staff as part of regular programming. The Creative Solutions Alumni community programing will take place a variety of locations including Big Thought offices, performance venues, and museums.

Administrative management of the juror funded programs and projects have been facilitated by YSAB with the assistance of the Grant Services division of the Dallas County Juvenile Department.

Grant Services will administer/monitor the Memorandum of Understanding and review the program and evaluate its effectiveness. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy.

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:

A Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Denika Caruthers. The agreement requires the signature of the Chair of the Juvenile Board.

Financial Impact/Considerations:

All initiatives identified in this request are supported by the Juror Fund (Funding Source 532-94065). Total payment for FY2016 will not exceed twenty six thousand dollars (\$26,000.00). Payment will be four quarterly installments of six thousand and five hundred dollars (\$6,500.00) each. This information has been review by Carmen Williams, Budget Supervisor.

Performance Impact Measures:

All juror fund grant applications include performance measures for the proposed program/service. The grant recipients will be required to periodically report performance outcomes as outlined in their attached application for the funded program/service.


Project Schedule/Implementation:

This agreement is effective from October 1, 2015 to September 30, 2016.

Recommendation:

It is recommended that the Juvenile Board approve the Memorandum of Understanding with Big Thought. 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: August 24, 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 24th day of August 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

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

WHEREAS, at its July 2015 board meeting, the Dallas County Juvenile Board approved the Youth Service Advisory Board's (YSAB) juror fund recommendation to allocate \$26,000 to Big Thought (JB Order 2015-077) to provide art education to youth residing in Dallas County institutions, Evening Reporting Center and with Creative Solutions summer program alumni; and

WHEREAS, the purpose of this briefing is to request authorization to execute the attached Memorandum of Understanding; and

WHEREAS, the services provided by Big Thought will occur at the Evening Reporting Center, Letot Center, Letot RTC and at the Dr. Jerome McNeil Juvenile Detention Center. Service delivery will be coordinated by Juvenile Department staff as part of regular programming; and

WHEREAS, the Creative Solutions Alumni community programming will take place a variety of locations including Big Thought offices, performance venues, and museums; and

WHEREAS, administrative management of the juror funded programs and projects have been facilitated by YSAB with the assistance of the Grant Services division of the Dallas County Juvenile Department; and

WHEREAS, the Grant Services will administer/monitor the Memorandum of Understanding and review the program and evaluate its effectiveness. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy; 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, a Memorandum of Understanding has been approved as to form by Administrative Legal Advisor, Denika Caruthers. The agreement requires the signature of the Chair of the Juvenile Board; and

WHEREAS, all initiatives identified in this request are supported by the Juror Fund (Funding Source 532-94065). Total payment for FY2016 will not exceed twenty six thousand dollars (\$26,000.00). County's payment will be four quarterly installments of six thousand and five hundred dollars (\$6,500.00) each; and

WHEREAS, all juror fund grant applications include performance measures for the proposed program/service. The grant recipients will be required to periodically report performance outcomes for the funded program/service; and

WHEREAS, this agreement is effective from October 1, 2015 to September 30, 2016.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Memorandum of Understanding with Big Thought. It is further recommended 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 24th day of August, 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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective from October 1, 2015 to September 30, 2016, is entered by and between Big Thought and Dallas County Juvenile Department (DCJD) along with Youth Services Advisory Board (YSAB), collectively referred to as (County).

INCORPORATED DOCUMENTS

All documents below are incorporated herein by reference. Contractor agrees to provide Services in the implementation and operation of the Program as described in the following:

- A. (Exhibit A), Contractor's Juror Fund Grant Application to the Youth Services Advisory Board (YSAB) for Big Thought dated June 26, 2015;
- B. (Exhibit B), Attachment A, Contract Specifications.

ORDER OF PRECEDENCE

In the event of any inconsistency between the provisions of this Contract and any incorporated documents as described herein, it is agreed by all parties that the provisions of this Contract shall take precedence.

Big Thought and Dallas County have been working together since 1995.

SCOPE OF WORK

Contractor agrees to provide services in accordance with the Contractor's Juror Fund Application (Exhibit A) and Services as described in the Attachment A, Contract Specifications (Exhibit B).

ASSURANCES

1. Big Thought understands that under no circumstances should individuals working on behalf of Big Thought, under this 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 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.
2. Big Thought understands that the names of individual working on behalf of Big Thought, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.
3. Big Thought understands that individuals involved in the Creative Solutions program on behalf of BIG THOUGHT must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
4. Big Thought must ensure that staff involved in the Program, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.

5. Big Thought understands that individuals working on behalf of Big Thought, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be trained on Prison Rape Elimination Act.
6. Big Thought understands that individuals working on behalf of the Big Thought, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) 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.
7. Big Thought will provide the County via Juvenile Department through YSAB reports including programmatic and financial data as the County deems reasonably necessary to monitor and evaluate the activities and services pursuant to this contract. Big Thought agrees to recognize and complete all performance measures/indicators contained in YSAB's Juror Fund Grant Application dated June 26, 2015. (Attached as Exhibit A.).
8. Big Thought will supply all materials, equipment and durable goods necessary to the program.
9. YSAB with the assistance of the Grant Services Unit of the Dallas County Juvenile Department agrees to allocate funds in the amount of \$26,000.00 from its Juror Funds to support the (Big Thought and Creative Solutions) as approved in Commissioner's Court on August 11, 2015.
10. Total payment for FY2016 will not exceed twenty six thousand dollars (\$26,000.00). County's payment will be four quarterly installments of six thousand and five hundred dollars (\$6,500.00) each. At the conclusion of the year, Big Thought will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred, and actual revenue received (if any).
11. Invoicing for services will be due on or before the fifth (5th) of the first month after the submittal of reporting requirements for each quarter period (ending December 31, March 31, June 30, September 30) to Juvenile Department'.
12. County's payment will be due to Big Thought within thirty (30) days of receipt of an invoice for the appropriate amount.
13. Big Thought agrees that a temporary delay in making payments due to the county's accounting and disbursement procedures shall not place them in default of this Contract and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.
14. Big Thought agrees to spend all funds as represented in the Juror Fund Grant Application to YSAB.
15. Big Thought understands that The Dallas County Juvenile Department maintains the right to take ownership of non-expendable equipment (equipment that can have a life of more than two years) purchased with juror grant funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.
16. Big Thought agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.
17. The Term of this Agreement shall be from October 1, 2015 to September 30, 2016.

18. This contract may be automatically renewed for additional twelve month periods under the same terms and conditions. Such renewals shall be at the discretion of the Dallas County Juvenile Department and the Youth Services Advisory Board.

INSURANCE

It is Big Thought responsibility to make sure that it has 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 \$500,000.00 for any one (1) occurrence is in place for the Big Thought 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.

Contractor shall, at all times during the term of this Contract and at its own expense, provide and keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an Employer's liability limit of:

Bodily injury by accident – FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident;
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each employee; and
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit.

INDEMNIFICATION

Big Thought 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 and the Youth Services Advisory Board, (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 Big Thought 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.

CHOICE OF LAWS AND VENUE

In providing Services required by this MOU, the parties must observe and comply with all licenses, legal certifications, or inspections required for the Services, or materials, and all applicable Federal, State, and local statutes, ordinances, rules, and regulations. This MOU shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas.

All statutes and law stated herein shall be updated as amended.

SEVERABILITY

If any provision of this MOU is construed to be illegal or invalid, this will not affect the legality or validity of any of

the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

SOVEREIGN IMMUNITY

This MOU is expressly made subject to Dallas County's sovereign immunity, Title 5 of the Texas Civil 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 Dallas County has by operation of law. Nothing herein is intended to benefit any third-party beneficiaries to this Contract.

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

[SIGNATURES APPEAR ON THE NEXT PAGE].

DALLAS COUNTY JUVENILE BOARD:

BY: _____
Terry Smith, Executive Director
Dallas County Juvenile Department

BY: _____
Judge Cheryl Lee Shannon
Chairman, Dallas County Juvenile Board

APPROVED AS TO FORM*:

BY: _____
Denika R. Caruthers, J.D
Administrative Legal Advisor
Dallas County Juvenile Department

CONTRACTOR'S NAME:

BY: Malek 8/12/13
Jessica Malek, Vice President for Executive Administration
Big Thought



Putting Youth First

Please send completed application materials to:

Dr. Terry S. Smith
Youth Services Advisory Board Liaison
Dallas County Juvenile Department
2600 Lone Star Drive
Dallas, Texas 75212

Questions regarding the application process may be directed to:

Allison Harris
Dallas County Juvenile Department
Allison.Harris@dallascounty.org
214-698-5578

Community-Based Organization Application

I. Contact Information

a. Contact Name and Title:

LeAnn Binford, Director of Big Thought Institute

b. Organization Name:

Big Thought

c. Program/Project Name:

Creative Solutions (Residential Programming, Letot and Creative Solutions Alumni)

d. Amount requesting:

\$26,000.00

e. Address:

1409 S. Lamar Street, Suite 1015, Dallas, TX 75215

f. Email:

Leann.binford@bigthought.org

g. Phone number:

214-520-0023

h. Organization website (if applicable):

www.bigthought.org



Putting Youth First

II. Organization Information

- a. What is the mission of your organization?

To make imagination a part of everyday learning.

- b. Please provide a brief history of organization (including the year it was founded), its focus and its current programs (maximum 250 words).

Big Thought is a community-based nonprofit dedicated to closing the opportunity gap for children and youth through creative learning, and has been a key contributor to improving education in Dallas for 28 years. Founded in 1987 by civic leaders Edith O'Donnell and Mitch Jericho, the organization began innovating education from its inception by bringing high-quality arts and cultural performances into classrooms at a time when the arts had been marginalized or even eliminated from public school curricula.

The organization soon grew to serve children, teachers and parents in more ways than its founders ever imagined. Creative Solutions, a program for adjudicated youth developed in partnership with the Dallas County Juvenile Department, began in 1995 and earned a Coming Up Taller Award from the President's Committee on the Arts and Humanities in 2004.

A Texas Medal of the Arts recipient in 2013, Big Thought has brokered nationally recognized partnerships such as ArtsPartners and Thriving Minds with the school district and city, marshaling resources and forming collaborations that have increased services and access to programming for children and families in and out of school, on campuses and in communities. In 2014, Big Thought in partnership with the Mayor's Office introduced Dallas City of Learning, bringing Dallas to the forefront as one of four cities nationwide harnessing new technology to further out-of-school time learning, connecting families, children and youth with Dallas' civic, educational, corporate, arts and cultural resources.

- c. Does your organization possess Workers Compensation Insurance, Commercial General Liability Insurance, and Commercial Automotive Liability Insurance? Yes: X No: ☐

- i. What is the minimum limit of liability on each policy listed above?

Workers Compensation Insurance: \$500,000

Commercial General Liability Insurance: \$1,000,000

Commercial Automotive Liability Insurance: \$1,000,000



Putting Youth First

- ii. Please attach proof of insurances listed above.

Certificate of Insurance is on CD with other attachments

- d. Any organization representatives in contact with youth under juvenile department supervision must complete the Dallas County Juvenile Department volunteer training and maintain all Prison Rape Elimination Act of 2003 standards. This includes a training session and a background check. Is your organization able to maintain these standards and requirements? Yes: X No: ☐

- e. How did you hear about this funding source?

Big Thought has received funds from the Juror's Fund in the past.

- f. Has your organization worked with any juvenile departments (including Dallas County) within the state of Texas? Yes: X No: ☐

- i. If yes, please list the type of program, where and when it occurred (approximately how many years)

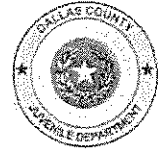
For over 20 years Big Thought's Creative Solutions program has partnered with Dallas County to help adjudicated youth develop life skills through the creation of visual and performance art. The largest portion of the program is an intensive, seven-week Summer Program located at Southern Methodist University, but Creative Solutions programming is also provided at multiple summer and year-round locations, both in-facility and in the community. This proposal addresses the residential and community Creative Solutions programming, not the Summer Program.

III. Proposed Program

- a. Why is this program/project needed (need statement) (maximum 250 words)?

Because many of the youth in the targeted population have very few options for creative expression, Dallas County Juvenile Department (DCJD) officials appreciate that Creative Solutions offers a unique and effective approach to combat life's challenges by promoting positive personal development, self-discipline, conflict mediation and goal setting through engaging arts production experiences. In addition, the participants' family and community benefit from the delivery of effective prevention and intervention services to its more vulnerable citizens.

All components of Creative Solutions programming target teens who are on probation or at high risk of truancy, substance abuse, sexual exploitation or gang involvement. Big Thought personnel work closely with DCJD officials, probation officers and therapists to



Putting Youth First

identify youth who would benefit from opportunities to engage in structured creative activities as well as explore a range of creative careers and gain skills that will aid them in furthering their education and careers. Follow-on programming for Creative Solutions Summer Program Alumni reinforces these skills and supports them in maintaining their focus on a positive future.

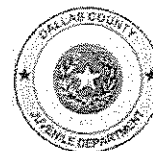
Most of the runaway youth who participate in the Creative Solutions programming at Letot facilities are first offenders, and there Big Thought is part of a combination of services focused on helping young people avoid committing delinquent offenses and entering the Juvenile Justice System. Critical life skills such as teamwork, decision-making, problem-solving, critical thinking and communication are emphasized, providing tools youth can use to improve their function within their families, school communities and with peers.

- b. How does this program address the need (program design) and what will this funding do to address the need (maximum 250 words)?

In each setting, Creative Solutions uses art to catalyze learning through creative engagement, infusing in youth both the hope for a better future along with the tools to overcome obstacles in daily life. Professional teaching artist/mentors work with the adjudicated and at-risk youth, accommodating a variety of skill and experience levels as well as permitting and encouraging participants to learn at their own pace. Youth receive practical and hands-on experiences in visual and performance art which develop skills associated with job and college readiness while allowing them to envision expanded possibilities and establish new and healthy habits. Working as individuals and in group projects, participants learn to resolve differences for the good of the whole; view their work from a critical perspective; take constructive criticism from others; and reach consensus.

Funding from the Juror's Fund will enhance Dallas County's investment in Creative Solutions programming by allowing the expansion of residential and alumni programming. Funds will support instructional needs including supplies, transportation, snacks, student stipends and contracted artist fees, allowing Big Thought to provide high-quality learning experiences for resident youth at Juvenile Detention, Letot Center and Letot Residential Treatment Center (RTC), as well as weekly workshops at the Evening Reporting Center and monthly check-in workshops and service learning opportunities during the school year for alumni of the intensive Creative Solutions Summer Program.

- c. Where will this program/project take place (maximum 250 words)?



Putting Youth First

Residential Creative Solutions programming will take place in Juvenile Detention on weekdays after school from 3:00-5:00 PM for the Honors Dorms. Currently three 5-week residencies with 2-hour classes 4 days per week are planned.

Programming at the Letot Center and Letot RTC is planned for Saturdays and holidays when students are not in school.

At the Evening Reporting Center, 2.5-hour workshops will be held every Monday from 5:00 – 7:30 PM.

Creative Solutions Alumni programs will take place monthly on Friday nights and Saturdays at a variety of locations, including Big Thought offices and learning spaces as well as corporate facilities, performance venues and museums.

- d. What is the program/project target population (maximum 250 words)?

Big Thought's Creative Solutions programming targets teens who are on probation or at high risk of truancy, substance abuse, sexual exploitation or gang involvement.

- e. Expected number of unduplicated program beneficiaries:

Approximately 400 (Letot Center – 90; Letot Residential Treatment Center – 160; Juvenile Detention – 75; Evening Reporting Center – 60; Creative Solutions Alumni – 15)

- f. Who are the key individuals implementing this program and what are their qualifications (maximum 250 words)?

Creative Solutions is led by long-time Big Thought program specialist and theater artist Lisa Schmidt has over 20 years of experience working with adjudicated youth. Lisa's ongoing studies of troubled youth, brain development and creative learning techniques support the continued effectiveness and relevance of the program. She holds a BFA in Theater from Southern Methodist University.

Allison Caldwell has been a valued member of the Creative Solutions team for four years, first in an administrative role and now assuming leadership for the summer intensive program. Allison holds a Bachelor of Arts degree in Art History from the University of St. Andrews and a Master's degree from Prescott College in Psychology with an Emphasis in Art Therapy and Family Systems.

Other key personnel for Creative Solutions include the probation officers with whom Big Thought has established relationships and a corps of teaching artists drawn from a range of disciplines, including performing arts, media, technology, design and visual arts fields. Artists contracted to provide Creative Solutions programming are respected, highly



Putting Youth First

skilled professionals who are strongly committed to working with at-risk youth and agree to take part in an annual comprehensive training program.

- g. Please provide a brief summary of the intended purpose for this grant (No more than 4 sentences).

A Juror's Fund grant will allow Big Thought to meet Dallas County Juvenile Department requests for expanded Creative Solutions programming for residents at Juvenile Detention, Letot Center and Letot RTC as well as continue support for youth at the Evening Reporting Center and Creative Solutions Alumni. Through the programming, adjudicated and at-risk youth will receive high-quality, creative learning experiences which engage them while building skills for future success in education and career. Funding will support direct costs for the programming, including instructional needs such as supplies, transportation, snacks, student stipends and contracted artist fees.

IV. Project Evaluation

- a. What are the program/project objectives?

All Creative Solutions Programming is designed to achieve the following objectives in three phases. First, youth explore who they are through intensive reflection supported by art activities such as creating self-portraits. They also learn to voice their personal goals and are guided to see their individual potential. In the second phase, youth address feelings and self-control, learning arts-based stress relief techniques through activities such as weaving, poetry and dance. With individual practices strengthened in the first two phases, the third forces the practice of collaboration using group projects to learn consensus and compromise. In addition to learning how to fit in a group and handle group dynamics, youth also become aware of how they relate to others, especially figures of authority.

For the Creative Solutions Alumni, programming will reinforce their summer intensive learning experience, helping them remember and recognize their progress while also teaching them how to reach out for support when needed.

- b. What are the program/project goals?

After participating in the residential program, the goals will be for the youth to become calmer and more centered, able to handle the stress of being detained. Creative Solutions programming will also allow them the opportunity to be seen by others and themselves in a completely new light – as an artist with a voice.



Putting Youth First

The goals for the Evening Reporting Center youth and Creative Solutions Alumni programming are to keep the teens on the right path, prevent them from re-entering the juvenile justice system, provide coaching for college and job applications, and continue to strengthen their personal resilience.

- c. List the output measures. (What your program activities produce; this often includes the quantifiable measures. Please list the expected quantity if applicable, such as 200 hours of counseling.)

For residential and Evening Reporting Center Creative Solutions participants, output measures will include attendance hours; a minimum of 2.5 hours per week for all participants at the various site is targeted. A total of 615 hours of programming will be provided throughout all of the facilities. Other participant outputs include art works and poetry; a measurement tool for writing skill improvements is currently being developed.

Output measures for the Creative Solutions Alumni are also attendance-based with a target of 6-8 hours per month of service. Approximately 80 hours of programming will be provided.

- d. List the expected outcome measures. These are the benefits, impact or changes in behavior after program activities are completed.

In Residential and Evening Reporting Center Creative Solutions programming, the looked-for outcomes are for participating youth to request to continue writing and/or making art in their free time.

Outcome measures for the Creative Solutions Alumni are for participating youth to stay in touch with their administrators/mentors and regularly report on their progress.

All participants will be observed for commitment to practicing positive personal development, increased self-discipline, improved conflict and mediation skills, and basic goal-setting skills.

- e. Evaluation methodology (what data will be collected and how).

Data collected from all of the Creative Solutions participants will include writing and art samples. Students are surveyed and asked for informal feedback throughout programming, those tools observe life skills such as self-expression and communication, anger and frustration management, critical thinking, teamwork and how the youth respond to and interact with the adult teaching artist-mentors.



Putting Youth First

Big Thought is also implementing portions of the Social Skills Improvement System (SSIS™) Performance Screening Guide. SSIS is a universal screening instrument which assesses and documents observable prosocial behaviors, those behaviors intended to benefit other people including feeling empathy, expressing concern for others, and demonstrating personal responsibility.

In addition, observations from staff and teaching artists are recorded and provided as feedback to participants and Juvenile Department personnel as appropriate. As an ongoing best practice, Big Thought utilizes formative evaluation to adjust the program to the ever changing needs of the participants and ensure program effectiveness.

V. Budget Estimate

- a. List other funding sources or proposed funding sources for this project.

Creative Solutions receives funds through contracts from Dallas County Juvenile Department. In addition, Big Thought annually raises over \$200,000 from individuals and foundations to support the Creative Solutions, including the Summer Program.

- b. Please provide a line item budget for this proposed project.

Please see next page.



Putting Youth First

Creative Solutions Residential & Alumni Programming

Est. Residential & Evening Reporting Center Youth Participants	385
Adult:Youth ratio	1 Adult:12 Youth
Program Hours	615

Est. Alumni Youth Participants	15
Adult:Youth ratio	1 Adult:7 Youth
Program Hours	80

<u>Contract Services</u>	<u>Cost</u>	<u>Notes</u>	<u>YASB Request</u>
Teaching Artist Fees	\$34,300.00	\$45/hr X 695 hrs of instruction + training & other professional development	\$17,150.00
Other Consultant Honorariums	\$1,300.00	Exhibition curator and curriculum trainer	
Student Stipends	\$1,250.00	For Alumni participants only	\$625.00

<u>Facilities</u>	<u>Cost</u>	<u>Notes</u>
Facilities	\$0.00	All facilities provided in-kind

<u>Instructional Needs</u>	<u>Cost</u>	<u>Notes</u>	<u>YASB Request</u>
Art & Writing Supplies	\$6,650.00	Supplies, tools & equipment for painting (acrylic on canvas), ceramics, weaving, writing, spoken word, digital arts, drumming, dancing, sound recording, etc.	\$6,650.00
Transportation	\$825.00	Bus passes & shuttle rental for field trips - Alumni only	\$825.00
Food	\$750.00	Snacks for Alumni meetings & artist training sessions	\$750.00
Staff Mileage	\$100.00	Reimbursed at \$.575 per mile; for program observations	

<u>Research & Evaluation</u>	<u>Cost</u>	<u>Notes</u>
Surveys & Evaluation forms	\$716.00	Primarily for SSIS forms
Data Analysis	\$7,600.00	Consultant to conduct interviews, score writing/art/SEL; score SSIS & write evaluation

<u>Direct Staff</u>	<u>Cost</u>	<u>Notes</u>
Program Managers & Direct Support	\$35,009.50	Average 20% of salaries plus benefits

<u>Allocated Organizational Expenses</u>	<u>Cost</u>	<u>Notes</u>
Operations, HR, IT, Accounting/Finance	\$18,810.12	Allocated % of organizational cost-of-doing-business
Communications/Development	\$9,769.58	Allocated % of organizational cost-of-doing-business
Administrative	\$16,149.98	Allocated % of organizational cost-of-doing-business

Total budget	<u>\$133,230.18</u>	<u>\$26,000.00</u>
---------------------	----------------------------	---------------------------



Putting Youth First

- c. Budget Narrative: The narrative should include a detailed budget summary that describes the method to calculate each line-item and how the funding will be used for this particular project (maximum 250 words).

Please see above.

Application Completed By:

Print Name:

LeAnn Binford

Signature:

A handwritten signature in cursive script that reads "LeAnn Binford".

Title:

Director of Big Thought Institute

Date: (mm/dd/yyyy)

06-26-2015

ATTACHMENT A

Contract Specifications

Big Thought - Residential and Community Creative Solutions Programming

I. **COST:** \$26,000.00

II. **PROGRAM SCHEDULE:**

A. Service Week:

- a. Juvenile Detention residential programming – Honors Dorms, three 5-week residencies, 4 weekdays per week, 3:00-5:00 PM, dates TBD
- b. Letot Center residential programming – Saturdays and holidays, 9:00 – 11:30 AM; approximately 40 weeks
- c. Letot Residential Treatment Center residential programming – Saturdays and holidays; approximately 40 weeks
- d. Evening Reporting Center programming – Mondays 5:00-7:30 PM; approximately 40 weeks
- e. Creative Solutions Alumni community programming (at a variety of locations, including Big Thought offices and learning spaces as well as corporate facilities, performance venues and museums) – monthly on Friday nights and Saturdays, approximately 8 hours per month; 10 months

B. Service Hours: See above

C. Service Delivery Location: See above

III. PROGRAM COMPONENTS

- A. All components of Creative Solutions programming target teens who are on probation or at high risk of truancy, substance abuse, sexual exploitation or gang involvement. Big Thought personnel work closely with DCJD officials, probation officers and therapists to identify youth who would benefit from opportunities to engage in structured creative activities as well as explore a range of creative careers and gain skills that will aid them in furthering their education and careers. Follow-on programming for Creative Solutions Summer Program Alumni reinforces these skills and supports them in maintaining their focus on a positive future.

In each setting, Creative Solutions uses art to catalyze learning through creative engagement. Professional teaching artist/mentors work with the adjudicated and at-risk youth, accommodating a variety of skill and experience levels as well as permitting and encouraging participants to learn at their own pace. First, youth explore who they are through intensive reflection supported by art activities such as creating self-portraits. They also learn to voice their personal goals and are guided to see their individual potential. In the second phase, youth address feelings and self-control, learning arts-based stress relief techniques through activities such as weaving, poetry and dance. With individual practices strengthened in the first two phases, the third forces the practice of collaboration using group projects to learn consensus and compromise. In addition to learning how to fit in a group and handle group dynamics, youth also become aware of how they relate to others, especially figures of authority.

IV. PROGRAM MECHANICS

- A. **Length of stay:** See above; programming sessions range from 2 – 8 hours depending on the program.
- B. **Holiday Schedule:** All legal holidays observed.
- C. **Summer Schedule:** N/A
- D. **Transportation:** Not required for Residential Programming; Creative Solutions Alumni participants will be eligible to receive transportation assistance (bus passes).
- E. **Meals/Snacks:** Not required for Residential Programming; free box lunches from a local restaurant will be provided for Creative Solutions Alumni participants if program hours span a mealtime.

V. DIRECT CARE STAFF AND MINIMUM QUALIFICATIONS

A. Program Director:

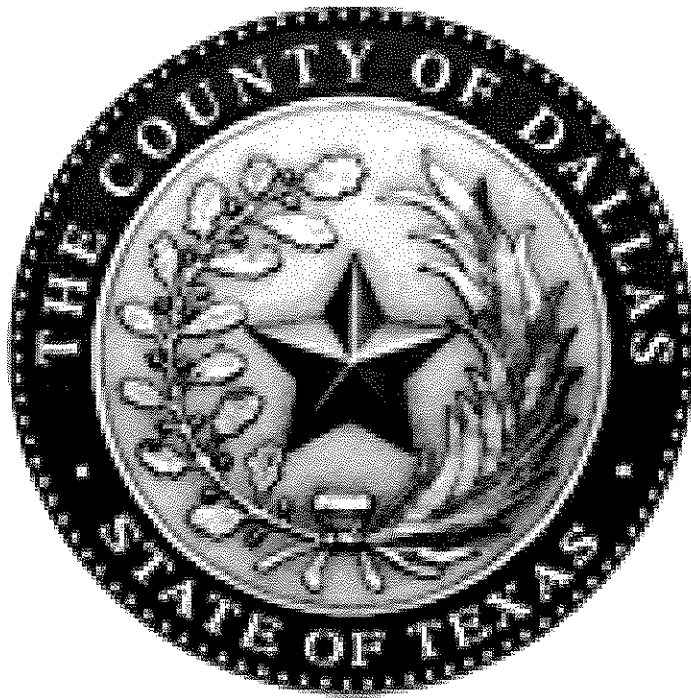
- Bachelor's degree in education, fine or performing arts, or related field
- Minimum 5 years experience in program management, theatrical production or related field
- Minimum 3 years working with at-risk youth

B. Master Artists:

- Bachelor's degree or equivalent experience in fine or performing arts
- A minimum of 5 years experience in arts-in-education.
- A minimum of 3 years experience working with at-risk youth
- A proven track record in developing artistic programs for children
- Experience in developing arts programs that integrate life skills

All positions require:

- High level decision-making skills
- Outstanding communication skills
- Ability to work both independently and as leader of a team
- Ability to meet multiple deadlines
- Commitment and demonstrated ability to produce high quality work
- Discretion and good judgment
- Submission to background check
- Completion of required training which includes, but is not limited to, Dallas County Juvenile Department PREA training and orientation to county policies



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: August 24, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Approval of a Memorandum of Understanding with Succeeding at Work

Background of Issue:

At its July 2015 board meeting, the Dallas County Juvenile Board approved the Youth Service Advisory Board's (YSAB) juror fund recommendation to allocate \$40,000 to Succeeding at Work (JB Order 2015-077) to provide vocational and job readiness programming to youth residing in Dallas County institutions and students of the Academy for Academic Excellence. The program provides education, training, job placement and volunteer opportunities for youth at the Dr. Jerome McNeil Detention Center (including the Residential Drug Treatment Program and START Program), students at the Day Reporting Center and students in the GED program. The courses are designed to teach the necessary tools for becoming the next generation of employees, employers, and leaders.

The purpose of this briefing is to request authorization to execute the attached Memorandum of Understanding.

Impact on Operations and Maintenance:

The services provided by Succeeding at Work will occur on the Day Reporting Center campus and at the Dr. Jerome McNeil Juvenile Detention Center. Service delivery will be coordinated by Juvenile Department staff as part of regular programming.

Administrative management of the juror funded programs and projects have been facilitated by YSAB with the assistance of the Grant Services division of the Dallas County Juvenile Department.

Grant Services will administer/monitor the Memorandum of Understanding and review the program and evaluate its effectiveness. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy.

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:

A Memorandum of Understanding has been approved as to form by Administrative Legal Advisor, Denika Caruthers. The agreement requires the signature of the Chair of the Juvenile Board.

Financial Impact/Considerations:

All initiatives identified in this request are supported by the Juror Fund (Funding Source 532-94065). Total payment for FY2016 will not exceed forty thousand dollars (\$40,000.00). Payments will be four quarterly installments of ten thousand dollars (\$10,000.00) each. This information has been reviewed by Carmen Williams, Budget Supervisor.

Performance Impact Measures:

All juror fund grant applications include performance measures for the proposed program/service. The grant recipients will be required to periodically report performance outcomes as outlined in their attached application for the funded program/service.

Project Schedule/Implementation:

This agreement is effective October 1, 2015 to September 30, 2016.

Recommendation:

It is recommended that the Juvenile Board approve the Memorandum of Understanding with Succeeding at Work. 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: August 24, 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 24th day of August 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

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

WHEREAS, at its July 2015 board meeting, the Dallas County Juvenile Board approved the Youth Service Advisory Board's (YSAB) juror fund recommendation to allocate to Succeeding at Work (JB Order 2015-077) to provide vocational and job readiness programming to youth residing in Dallas County institutions and students of the Academy for Academic Excellence; and

WHEREAS, the purpose of this briefing is to request authorization to execute the attached Memorandum of Understanding; and

WHEREAS, the services provided by Succeeding at Work will occur on the Day Reporting Center campus and at the Dr. Jerome McNeil Juvenile Detention Center. Service delivery will be coordinated by Juvenile Department staff as part of regular programming; and

WHEREAS, administrative management of the juror funded programs and projects have been facilitated by YSAB with the assistance of the Grant Services division of the Dallas County Juvenile Department; and

WHEREAS, the Grant Services will administer/monitor the Memorandum of Understanding and review the program and evaluate its effectiveness. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy; 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, a Memorandum of Understanding has been approved as to form by Administrative Legal Advisor, Denika Caruthers. The agreement requires the signature of the Chair of the Juvenile Board; and

WHEREAS, all initiatives identified in this request are supported by the Juror Fund (Funding Source 532-94065). Total payment for FY2016 will not exceed forty thousand dollars (\$40,000.00). County's payment will be four quarterly installments of ten thousand dollars (\$10,000.00) each; and

WHEREAS, all juror fund grant applications include performance measures for the proposed program/service. The grant recipients will be required to periodically report performance outcomes for the funded program/service; and

WHEREAS, this agreement is effective October 1, 2015 to September 30, 2016.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Memorandum of Understanding with Succeeding at Work. It is further recommended 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 24th day of August, 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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective October 1, 2015, is entered by and between Succeeding at Work and Dallas County Juvenile Department (DCJD) along with Youth Services Advisory Board (YSAB), collectively referred to as (County).

INCORPORATED DOCUMENTS

All documents below are incorporated herein by reference. Succeeding at Work agrees to provide Services in the implementation and operation of the Program as described in the following:

- A. (Exhibit A), Contractor's Juror Fund Grant Application to the Youth Services Advisory Board (YSAB) for Succeeding at Work dated June 4, 2015;
- B. (Exhibit B), Attachment A, Contract Specifications.

ORDER OF PRECEDENCE

In the event of any inconsistency between the provisions of this Contract and any incorporated documents as described herein, it is agreed by all parties that the provisions of this Contract shall take precedence.

Succeeding at Work and Dallas County have been working together since

SCOPE OF WORK

Contractor agrees to provide services in accordance with the Contractor's Juror Fund Application (Exhibit A) and Services as described in the Attachment A, Contract Specifications (Exhibit B).

ASSURANCES

1. Succeeding at Work understands that under no circumstances should individuals working on behalf of Succeeding at Work, under this 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 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.
2. Succeeding at Work understands that the names of individual working on behalf of Succeeding at Work, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.
3. Succeeding at Work understands that individuals involved in the Teens at Work program on behalf of Succeeding At Work must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.

4. Succeeding at Work must ensure that staff involved in the Program, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.
5. Succeeding at Work understands that individuals working on behalf of Succeeding at Work, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be trained on Prison Rape Elimination Act.
6. Succeeding at Work understands that individuals working on behalf of the Succeeding at Work, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) 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.
7. Succeeding at Work will provide the County via Juvenile Department through YSAB reports including programmatic and financial data as the County deems reasonably necessary to monitor and evaluate the activities and services pursuant to this contract. Succeeding at Work agrees to recognize and complete all performance measures/indicators contained in YSAB's Juror Fund Grant Application dated June 04, 2015. (Attached as Exhibit A.).
8. Succeeding at Work will supply all materials, equipment and durable goods necessary to the program.
9. YSAB with the assistance of the Grant Services Unit of the Dallas County Juvenile Department agrees to allocate funds in the amount of \$40,000.00 from its Juror Funds to support the (Succeeding at Work and Teens at Work) as approved in Commissioner's Court on August 11, 2015.
10. Total payment for FY2016 will not exceed forty thousand dollars (\$40,000.00). County's payment will be four quarterly installments of ten thousand dollars (\$10,000.00) each. At the conclusion of the year, Succeeding at Work will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred, and actual revenue received (if any).
11. Invoicing for services will be due on or before the fifth (5th) of the first month after the submittal of reporting requirements for each quarter period (ending December 31, March 31, June 30, September 30) to Juvenile Department's Grant Services.
12. County's payment will be due to Succeeding at Work within thirty (30) days of receipt of an invoice for the appropriate amount.
13. Succeeding at Work agrees that a temporary delay in making payments due to the county's accounting and disbursement procedures shall not place them in default of this Contract and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.
14. Succeeding at Work agrees to spend all funds as represented in the Juror Fund Grant Application to YSAB.
15. Succeeding at Work understands that The Dallas County Juvenile Department maintains the right to take ownership of non-expendable equipment (equipment that can have a life of more than two years) purchased with juror grant funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.

16. Succeeding at Work agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.

17. The Term of this Agreement shall be from October 1, 2015 to September 30, 2016.

18. This contract may be automatically renewed for additional twelve month periods under the same terms and conditions. Such renewals shall be at the discretion of the Dallas County Juvenile Department and the Youth Services Advisory Board.

INSURANCE

It is Succeeding at Works responsibility to make sure that it has 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 \$500,000.00 for any one (1) occurrence is in place for the Succeeding at Work 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.

Contractor shall, at all times during the term of this Contract and at its own expense, provide and keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an Employer's liability limit of:

Bodily injury by accident – FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident;
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each employee; and
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit.

INDEMNIFICATION

Succeeding at Work 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 and the Youth Services Advisory Board, (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 Succeeding at Work 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.

CHOICE OF LAWS AND VENUE

In providing Services required by this MOU, the parties must observe and comply with all licenses, legal certifications, or inspections required for the Services, or materials, and all applicable Federal, State, and local statutes, ordinances, rules, and regulations. This MOU shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas.

All statutes and law stated herein shall be updated as amended.

SEVERABILITY

If any provision of this MOU is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

SOVEREIGN IMMUNITY

This MOU is expressly made subject to Dallas County's sovereign immunity, Title 5 of the Texas Civil 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 Dallas County has by operation of law. Nothing herein is intended to benefit any third-party beneficiaries to this Contract.

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

[SIGNATURES APPEAR ON THE NEXT PAGE].

DALLAS COUNTY JUVENILE BOARD:

BY: _____

Terry Smith, Executive Director
Dallas County Juvenile Department

BY: _____

Judge Cheryl Lee Shannon
Chairman, Dallas County Juvenile Board

APPROVED AS TO FORM:

BY: _____

Denika R. Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

CONTRACTOR'S NAME:

BY:  _____

Shireal Martin, Executive Director
Succeeding at Work

Dallas County Juvenile Department



Putting Youth First

Please send completed application materials to:

Dr. Terry S. Smith
Youth Services Advisory Board Liaison
Dallas County Juvenile Department
2600 Lone Star Drive
Dallas, Texas 75212

Questions regarding the application process may be directed to:

Allison Harris
Dallas County Juvenile Department
Allison.Harris@dallascounty.org
214-698-5578

Community-Based Organization Application

I. Contact Information

a. Contact Name and Title:

Shireal Martin, Executive Director

b. Organization Name:

Succeeding at Work

c. Program/Project Name:

Teens at Work

d. Amount requesting:

\$40,000.00

e. Address:

320 S.R.L. Thornton Freeway, Suite 100 Dallas, TX 75203

f. Email:

Shireal_martin@succeedingatwork.org

g. Phone number:

214-941-4388

h. Organization website (if applicable):

www.succeedingatwork.org

Dallas County Juvenile Department



Putting Youth First

II. Organization Information

a. What is the mission of your organization?

Succeeding at Work is a nonprofit organization that fosters ethical, social, and professional development, for the purpose of training, educating, motivating, and empowering individuals to excel in the work place.

b. Please provide a brief history of organization (including the year it was founded), its focus and its current programs (maximum 250 words).

Succeeding at Work (SAW), a 501(c)3 organization, was founded by Shireal Martin. Mrs. Martin spent 14 years in Corporate America managing and leading various work groups. Succeeding at Work provides programs and services for youths and adults in the areas of employment training. In 2009, SAW changed its organization name from Teens at Work to Succeeding at Work. This change allowed the organization to expand its services and have our youth program and adults program under one name and identity.

Established in 2003, Succeeding at Work successfully operates three programs: Teens at Work (TAW) program services 350 youth ages 14-17 reaches, the I AM Committed Abstinence (IAM) program services 583 youth ages 12-17 all unduplicated clients. Together both programs reach students in low income areas in 20 locations in Dallas County. The Adults at Work (AAW) program has served over 1,200 adults ages 18 above since 2005. The AAW program provides workshops, seminars, and a curriculum based training program for individuals that are unemployed, underemployed or transitioning back into the workforce.

c. Does your organization possess Workers Compensation Insurance, Commercial General Liability Insurance, and Commercial Automotive Liability Insurance? Yes: ☒ No: ☐

i. What is the minimum limit of liability on each policy listed above?

State Farm – Business Liability - \$1,000,000.00 General Aggregate - \$2,000,000.00

Accident Fund Ins. Co of America – Workers' Compensation - \$1,000,000.00

Succeeding at Work does not currently have commercial vehicles and does not have Commercial Automotive Liability insurance.

ii. Please attach proof of insurances listed above.

Dallas County Juvenile Department



Putting Youth First

Proof of insurance is attached for both.

- d. Any organization representatives in contact with youth under juvenile department supervision must complete the Dallas County Juvenile Department volunteer training and maintain all Prison Rape Elimination Act of 2003 standards. This includes a training session and a background check. Is your organization able to maintain these standards and requirements? Yes: ☒ No: ☐

- e. How did you hear about this funding source?

Re-applying to continue providing the Teens at Work program to youth in the START and RDT program. Also requesting to provide the Teens at Work program to the Day Reporting Center (DRC); based on a request of needed services. Approval from Dr. Danny Pertle and Mr. Aubry Hooper has been given for the program to begin in the fall.

- f. Has your organization worked with any juvenile departments (including Dallas County) within the state of Texas? Yes: ☒ No: ☐

- i. If yes, please list the type of program, where and when it occurred (approximately how many years)

Since 2014, Succeeding at Work has been providing the Teens at Work program to youth in the START and the RDT program within the Dallas County Detention Center.

III. Proposed Program

- a. Why is this program/project needed (need statement) (maximum 250 words)?

Dallas County Juvenile Department reports receiving 6,137 referrals for 2013. The Dallas County Community Plan (DCCP) in 2010, states that Dallas County families experience the common stressors of economic difficulty and social pressure that come with life in the 21st Century. Families that lack emotional, financial or social stability, face challenges in raising healthy well-balanced youth. Issues of joblessness, lack of education, linguistic differences, substance abuse, mental health, and/or family violence are sometimes multi-generational. Youth who grow up witnessing violence in the home are more prone to engage in violence in their personal relationships.

The DCCP also stated, "youth in Dallas County need assistance in their transition to independent adult living. Young people who experience difficulties on the road to adulthood need guidance and skill building that extends beyond the limited time the Juvenile Justice Systems has to influence them. Once youth return to the community and

Dallas County Juvenile Department



Putting Youth First

are no longer under supervision, the relationship and resulting services provided through the Juvenile Justice System ends. Many adolescents and young adults who do not get adequate skill training and independent living support end up being served in our adult justice systems.

Youth returning to the community need a plan of action that is carefully constructed and filled with support. They need: independent living skills; educational preparedness through quality GED programs, linkages to vocation and trade programs, apprenticeship programs and positive role models to give youth hope and help them break the cycle of failure.

b. How does this program address the need (program design) and what will this funding do to address the need (maximum 250 words)?

The TAW program prepares at-risk youth to become self-sufficient, productive citizens by providing the guidance, real world knowledge and experience they need to prepare for adulthood. Youth receive training in the following areas:

Work Ethics –Teaches the standards of working, the expectations of an employer and how to maintain and excel in the position. This course covers attendance, performance, time management, confidentiality, reviews and promotions, resigning and terminations.

Effective Communication Skills –Teaches how to effectively communicate in a working environment and the effects of a negative and positive attitude. This course covers verbal communication, nonverbal communication, and listening skills.

Resume Writing –Teaches how to create a winning resume, a cover letter, and a thank you letter.

Interviewing Techniques –Teaches the basic tools needed when interviewing for a position. This course covers attire, demeanor, and behavioral interview questions.

Customer Service Skills –Teaches the importance of customer service within a business and the skills needed to obtain a position in a customer service environment. This course covers standards for customer service, holding procedure, transferring procedures, defusing angry customers and ending calls.

Professionalism –Teaches the attributes and social skills needed when working in a professional environment. This course covers self-image, creating an image, body language, attire, and gestures.

Dallas County Juvenile Department



Putting Youth First

Character Development—Teaches the qualities of good character and how to become that person. This course covers trustworthiness, respect, responsibility, fairness, and being a team player.

Money Management—Teaches the importance of money management, which includes budgeting, establishing financial goals, understanding credit cards, and savings.

c. Where will this program/project take place (maximum 250 words)?

The program will take place at the Dallas County Detention Center afterschool, and at the DRC location for students completing the GED program.

d. What is the program/project target population (maximum 250 words)?

The target population is 100 youth ages 14-17 year olds from the Detention Center, START, RDT, and DRC program.

Teens at Work teaches students about the options of education. We realize that every youth that comes through our program will not go to college. Those that have the potential are encouraged to do so and assisted with the application, interview and financial aid processes. When college is not a choice or an option for participants, they still have a need to become gainfully employed. With this awareness, we teach participants about the importance of being skilled in a specific trade or industry. Our career development training expose participants to opportunities to attend trade schools or community college for a particular field and certification.

Once the students have successfully completed the program portion, they are given job placement assistance. For students ages 14-15, we provide a paid internship. For those that are 16-17, we assist with permanent part-time or summer employment. And for those 18 and above we provide job leads. The internships provided to participants are with other nonprofit organizations or local small businesses. This ensures that students are continuing to give back to the community by helping other nonprofit organizations fulfill their missions, and by working with local small businesses that need assistance to grow. Supporting small businesses in the community helps ensure their viability as a future employment resource.

e. Expected number of unduplicated program beneficiaries:

Succeeding at Work proposes to provide the Teens at Work program to 100 youth. Class will be available one day per week Monday – Thursday as an afterschool program for

Dallas County Juvenile Department



Putting Youth First

students at the Dallas County Detention Center. Class will also be available during the day (afterschool) for and estimated 20 DRC students. Classes will be facilitated over an consecutive eight week period for 1.30 per class.

f. Who are the key individuals implementing this program and what are their qualifications (maximum 250 words)?

Succeeding at Work (SAW), a 501(c)(3) organization, was founded in 2003 by Shireal Martin, Executive Director. Mrs. Martin has spent 14 years in Corporate America managing and leading various work groups in the field of banking, where she managed 4.2 billion dollars per day. She has 22 years of leadership and management experience, holds a Bachelors degree in Business Management and has taken graduate studies in Counseling. She is Chair Person for the Human Services Management & Leadership Advisory Council for the University of North Texas at Dallas.

FT- Instructor/ Job Placement Recruiter - Lillie Turman has over 20 years of teaching experience and eight years of experience with job placement assistance.

FT –Volunteer/Service-Learning Coordinator - Tammie Black has a Bachelor Degree in Human Service Leadership Management with nine years of experience working with youth.

SAW has 12 additional volunteers that help to make Succeeding at Work a success. Their support range from: teaching classes and funds development.

Succeeding at Work staff also participate in at least 14 hours of continuing education annually. Staff has recently completed training in mentoring and coaching youth, youth leadership development, using experiential techniques to develop leadership skills, and program evaluation.

g. Please provide a brief summary of the intended purpose for this grant (No more than 4 sentences).

Succeeding at Work is dedicated to inspiring, supporting, and nurturing, personal responsibility, and leadership development in youth. Our programs expand the choices and opportunities for youth and adults by addressing their needs and challenges with the workforce. The Teens at Work program provides a curriculum and learning environment where students feel challenged, respected, and accountable as they strive to meet the demands of adulthood. We believe that by providing clients with positive choices and educational opportunities they will have an opportunity for a brighter future.

Dallas County Juvenile Department



Putting Youth First

IV. Project Evaluation

a. What are the program/project objectives?

Our Teens at Work program prepares at-risk youth to become self-sufficient, productive citizens. The program provides education, training, job placement and volunteer opportunities for 350 youth ages 14-17 annually.

The courses are designed to teach the necessary tools for becoming the next generation of employees, employers, and leaders. Teens at Work Program promotes education and continued learning throughout life. We motivate youth to reach their greatest level of potential, by building relationships that encourage growth and development.

Our program gives teens a realistic view of work and provides them with the necessary skills and workplace ethics to successfully maintain employment. All of our classes are hands on, in-depth, and interactive with the student. They have an opportunity to role play and look at life and business from an adult and employer perspective.

We offer continued work place mentoring after completion of the program through providing our students a resource for problem solving. This continued mentoring gives the teens a resource for effective ways to deal with work place issues. We continue to mentor our students after completion the program by providing opportunities for employment.

At the completion of the curricula students receive a Teens at Work Certificate of Completion.

Students are evaluated on:

Attendance

Conduct

Class Participation

Quizzes

Once the students have successfully completed the program, each student is provided with job placement assistance. Students that are 14 and 15 will receive a paid internship and the 16 and 17 receive part time employment assistance. The paid internship consists of a \$250.00 stipend for working 30 days, 20hrs per week.

Dallas County Juvenile Department



Putting Youth First

b. What are the program/project goals?

This program will be considered successful if the following criteria's are met:

- 90% of our youth will:
 - o Continue or Graduate High School
 - o Enroll in College
 - o Enroll in a Trade
 - o Enter the Workforce

c. List the output measures. (What your program activities produce; this often includes the quantifiable measures. Please list the expected quantity if applicable, such as 200 hours of counseling.)

We are committed to ensuring that the highest level of quality is given to learning and comprehension. The program is measured through a pre-survey and post-survey. Students are also given a quiz at the end of each class to determine their comprehension and retention of the material taught.

The outcome measures are as follows:

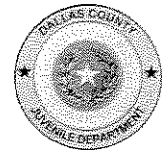
- 90% of program participants complete the Curricula Activities
- 85% of the students will complete the program
- 90% will be able to complete job applications
- 90% will be able to develop a professional resume
- 90% will be able to interview with an employer
- 90% will be able to utilize training to secure employment
- 90% will obtain leadership knowledge
- 85% complete the pre and post survey

Teens at Work teaches Leadership Skills, Character Development, Work Ethics, and Professionalism. These skills transform individuals into LEADERS on the job.

Our Teens at Work program is designed to give all students the tools they need to become successful in the workplace. Each course is designed to provide the necessary tools for becoming the next generation of dependable and responsible employees, employers, and leaders. Whether it's after, during or before college, they are prepared and ready to begin a successful life working.

d. List the expected outcome measures. These are the benefits, impact or changes in behavior after program activities are completed.

Dallas County Juvenile Department



Putting Youth First

The outcomes for the Teens at Work program are:

- Reduction in violence, crime, and arrest rates
- Reduction in the number of disciplinary actions, suspensions, expulsions in school, district, or locally
- Decrease in the behaviors that contribute to injury and violence
- Development of skills and behaviors that lead to healthier lifestyle choices
- Increase in other protective behaviors
- Increase graduation and or GED completion rate

e. **Evaluation methodology** (what data will be collected and how).

Succeeding at Work utilizes the following evaluation method with its Teens at Work program:

- Pre-survey - is administered at the beginning of each eight week curriculum session. The pre-survey consist of work place questions to evaluate the students business and work knowledge before the program.
- Post-survey - is administered at the end of each eight week curriculum session. The post-survey consist of work place questions to evaluate the students business and work after participating in the Teens at Work program.
- Quiz - student receive a quiz at the end of each course. The quiz is to determine their comprehension and retention of the material taught.
- Succcess Story - Succeeding at Work will provide three success story narratives of youth completing the program.

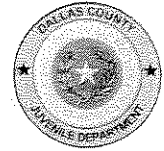
V. Budget Estimate

a. List other funding sources or proposed funding sources for this project.

Succeeding at Work has secured thirty-seven percent (37%) of the budget for this project.

Funding Sources	Amount
Dallas County Juvenile Department -Juror Fund Grant (DCJD)	40,000.00
Succeeding at Work (SAW)	20,000.00
Home Depot -In Kind Donation	2,000.00
The Enterprise Car Rental Foundation	1,000.00
Total	\$63,000.00

Dallas County Juvenile Department



Putting Youth First

b. Please provide a line item budget for this proposed project.

Item	Amount	Source
Instructors	\$20,000.00	SAW
Curriculum	\$3,176.95	DCJD
Supplies & Materials	\$3,600.00	DCJD
Printing & Copying	\$3,000.00	DCJD
Bags, t-shirts, pens, etc.	\$2,175.00	DCJD
Food	\$4,640.00	DCJD
Service-Learning Project Supplies & Material	\$2,000.00	Home Depot
Exposure Visit	\$1,000.00	Enterprise Foundation
Graduation	\$1,500.00	DCJD
Post Release Services -Ten Weeks	\$15,968.05	DCJD
Facility & Telephone	\$5,940.00	DCJD
Total Cost	\$63,000.00	

c. **Budget Narrative:** The narrative should include a detailed budget summary that describes the method to calculate each line-item and how the funding will be used for this particular project (maximum 250 words).

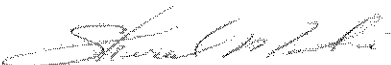
Item	Description	Amount	Source
Instructors	Responsible for the direct delivery of services offered to clients through weekly instructional teaching, administering student testing, schedule classes and students for the program. Inclusive of unrestricted funds.	\$20,000.00	SAW
Curriculum	Teens at Work provides a curriculum based program to all youth participating in the program @ a cost of \$21.91 per participant. The curriculum includes a workbook, teaching modules, and other related material. $\$21.91 \times 145 \text{ clients} = \$3,176.95$	\$3,176.95	DCJD
Supplies & Materials	Supplies used for the delivery of the program to include pens, pencils, file folders, paper clips and other related program items necessary to perform with efficiency. $\$3,600.00/12 = \300.00	\$3,600.00	DCJD
Printing & Copying	Paper and ink used to prepare and distribute materials.	\$3,000.00	DCJD

Dallas County Juvenile Department



Putting Youth First

Bags & T-Shirts	Bags, t-shirts, etc.	\$2,175.00	DCJD
Food	This is for snacks for the program and lunch for service-learning projects, and college tours.	\$4,640.00	DCJD
Service-Learning Project Supplies & Material	Material and supplies needed to participate in service-learning project: gloves, protective eye wear, etc.	\$2,000.00	Home Depot
Exposure Visit	College tour's and museum visit's.	\$1,000.00	Enterprise Foundation
Graduation	Graduation Ceremony, certificates, food, drinks, and supplies (plates, cups, napkins, utensils).	\$1,500.00	DCJD
Post Release Services – Ten Weeks	Includes transportation, educational, student internships, job fee's, for START, RDT, and DRC. Estimated 40 students needing assistance. Calculated at \$15,968.00 / 40 students = \$399.20pp (250.00 internship + 80.00 bus pass + 69.20 for educational assistance, job fees, etc.).	\$15,968.00	DCJD
Facility & Telephone	This is 23% of Teens at Work administrative expense used for the delivery of program. This expense includes space to facilitate TAW program once released, participant record keeping, space for instructor to manage program inclusive of utilities. \$425.00 x 12months = \$5,100.00 + Telephone \$840.00 (\$70.00 x 12 = \$840.00)	\$5,940.00	DCJD
Total Cost		\$63,000.00	

Application Completed By:	
Print Name: Shireal Martin	Title: Executive Director
Signature: 	Date: (mm/dd/yyyy) June 4, 2015

ATTACHMENT A

Contract Specifications

Succeeding at Work

I. COST: \$40,000.00

II. PROGRAM SCHEDULE: Tuesdays 12:30pm - 2:00pm and 3:30pm-5:00pm

A. **Service Week:** Succeeding at Work will convene four (4), eight (8) week cycles of programming of the Teens at Work program. The eight week cycles will occur within a twelve (12) month period.

B. **Service Hours:** The program will occur one day per week for 2:00hrs. Administrative Staff of the Dr. Jerome McNeil Juvenile Detention Center and the Day reporting Center will coordinate the program cycles and session schedules.

C. **Service Delivery Location:** Dr. Jerome McNeil Juvenile Detention Center and the Day Reporting Center

III. PROGRAM COMPONENTS

A. **Frequency:** Day Reporting Center on Tuesday 12:30pm- 2:00pm

B. **Frequency:** Dr. Jerome McNeil Juvenile Detention Center - 3:30p.m. – 5:00p.m

C. **Frequency:**

IV. PROGRAM MECHANICS

A. **Length of stay:** October 1, 2015 – September 30, 2016

B. **Holiday Schedule:** Week of New Years, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and the day before, and the week Christmas Day.

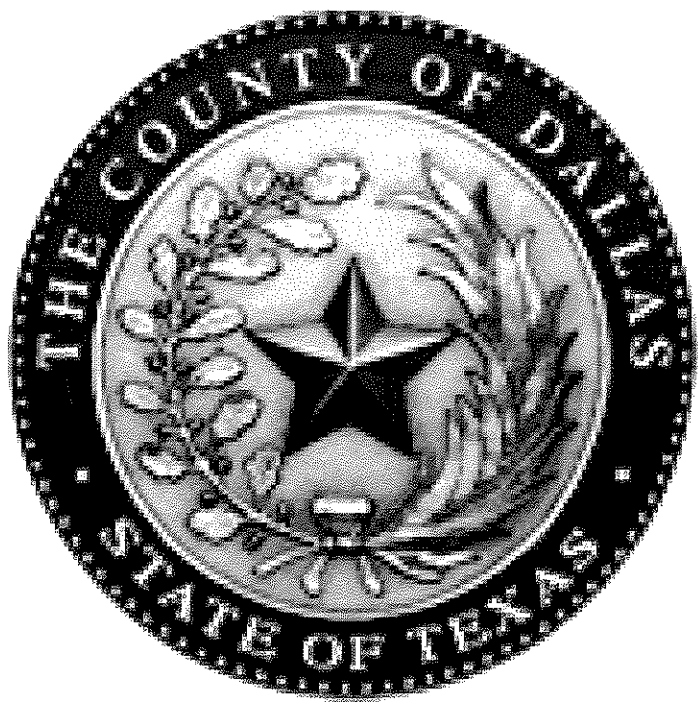
C. **Summer Schedule:** Summer schedule will depend on the number of participants during the school year. If held the day and time may be adjusted dependent upon the detention centers approval.

D. **Transportation:** N/A

- E. Meals/Snacks: Succeeding at Work will provide a snack to program participants each class.

V. DIRECT CARE STAFF AND MINIMUM QUALIFICATIONS

- A. Contract Manager: Must have a Bachelor degree and/or ten years of experience administering contracts and doing contract implementation. Must have knowledge of contract services, accounting and multiple site project management. Have the ability to supervise a staff and communicate with city, county and state government entities. Other experience includes computers, case management and benefits application.
- B. Program Director: Must possess a bachelor's degree and three years of experience working with at-risk youth and three (3) additional years of Administrative experience.
- C. Instructor: Must possess a high school diploma or GED equivalency, one year of teaching experience or public speaking experience, excellent communication skills, two years of prior experience working with youth, and professional appearance and demeanor.



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: August 24, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Approval of a Memorandum of Understanding with AIM, LLC

Background of Issue:

At its July 2015 board meeting, the Dallas County Juvenile Board approved the Youth Service Advisory Board's (YSAB) juror fund recommendation to allocate \$40,000 to AIM, LLC (JB Order 2015-077) to provide school support services to increase school attendance for youth participating in the Diversion Male Court program. AIM provides case management and mentoring services specifically for encouraging school attendance and reducing the achievement gap. AIM monitors, mentors, and advocates for justice involved youth to attend school and increase academic competencies. AIM will provide a turn-key case management solution for virtual mentoring and monitoring for 50 students, dedicated case manager, utilization of AIM's proprietary software system and database, customize reporting, morning wake-up calls/text messages, and live mentoring calls. AIM will work with up to 50 youth that are participants in the Diversion Male Court.

The purpose of this briefing is to request authorization to execute the attached Memorandum of Understanding.

Impact on Operations and Maintenance:

The services provided by AIM, LLC will occur at the Henry Wade Juvenile Justice Center and at the student's school. Service delivery will be coordinated by Juvenile Department staff to youth who are participating in the Diversion Male Court.

Administrative management of the juror funded programs and projects have been facilitated by YSAB with the assistance of the Grant Services division of the Dallas County Juvenile Department.

Grant Services will administer/monitor the Memorandum of Understanding and review the program and evaluate its effectiveness. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy.

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:

A Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Denika Caruthers. The agreement requires the signature of the Chair of the Juvenile Board.

Financial Impact/Considerations:

Dallas County Juvenile Department agrees to allocate funds in the amount of \$40,000.00 from its Juror Funds to support the (Aim, LLC and Diversion Male Court). Total payment for FY2016 will not exceed forty thousand dollars (\$40,000.00). Payment will be four quarterly installments of ten thousand dollars (\$10,000.00) each. This information has been reviewed by Carmen Williams, Budget Supervisor.

Performance Impact Measures:

All juror fund grant applications include performance measures for the proposed program/service. The grant recipients will be required to periodically report performance outcomes as outlined in the attached application for the funded program/service.


Project Schedule/Implementation:

This agreement is for October 1, 2015 to September 30, 2016.

Recommendation:

It is recommended that the Juvenile Board approve the Memorandum of Understanding with AIM, LLC. 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: August 24, 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 24th day of August 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

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

WHEREAS, at its July 2015 board meeting, the Dallas County Juvenile Board approved the Youth Service Advisory Board's (YSAB) juror fund recommendation to allocate \$40,000 to AIM, LLC (JB Order 2015-077) to provide school support services to increase school attendance for youth participating in the Diversion Male Court program; and

WHEREAS, the purpose of this briefing is to request authorization to execute the attached Memorandum of Understanding; and

WHEREAS, the services provided by AIM, LLC will occur at the Henry Wade Juvenile Justice Center and at the student's school. Service delivery will be coordinated by Juvenile Department staff as part of the Diversion Male Court programming; and

WHEREAS, administrative management of the juror funded programs and projects have been facilitated by YSAB with the assistance of the Grant Services division of the Dallas County Juvenile Department; and

WHEREAS, the Grant Services will administer/monitor the Memorandum of Understanding and review the program and evaluate its effectiveness. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy; 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, a Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Denika Caruthers. The agreement requires the signature of the Chair of the Juvenile Board; and

WHEREAS, Dallas County Juvenile Department agrees to allocate funds in the amount of \$40,000.00 from its Juror Funds to support the (Aim, LLC and Diversion Male Court). Total payment for FY2016 will not exceed forty thousand dollars (\$40,000.00). Payment will be four quarterly

installments of ten thousand dollars (\$10,000.00) each; and

WHEREAS, all juror fund grant applications include performance measures for the proposed program/service. The grant recipients will be required to periodically report performance outcomes for the funded program/service; and

WHEREAS, this agreement is for October 1, 2015 to September 30, 2016.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Memorandum of Understanding with AIM, LLC. It is further recommended 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 24th day of August, 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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective from October 1, 2015 until September 30, 2016, is entered by and between Aim, LLC and Dallas County Juvenile Department (DCJD) along with Youth Services Advisory Board (YSAB), collectively referred to as (County).

INCORPORATED DOCUMENTS

All documents below are incorporated herein by reference. Contractor agrees to provide Services in the implementation and operation of the Program as described in the following:

- A. (Exhibit A), Contractor's Juror Fund Grant Application to the Youth Services Advisory Board (YSAB) for Aim, LLC dated June 12, 2015;
- B. (Exhibit B), Attachment A, Contract Specifications.

ORDER OF PRECEDENCE

In the event of any inconsistency between the provisions of this Contract and any incorporated documents as described herein, it is agreed by all parties that the provisions of this Contract shall take precedence.

Aim, LLC and Dallas County have been working together since January 2012.

SCOPE OF WORK

Contractor agrees to provide services in accordance with the Contractor's Juror Fund Application (Exhibit A) and Services as described in the Attachment A, Contract Specifications (Exhibit B).

ASSURANCES

1. Aim, LLC understands that under no circumstances should individuals working on behalf of Aim, LLC, under this 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 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.
2. Aim, LLC understands that the names of individual working on behalf of Aim, LLC, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.
3. Aim, LLC understands that individuals involved in the Diversion Male Court on behalf of AIM, LLC must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
4. Aim, LLC must ensure that staff involved in the Program, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.

5. Aim, LLC understands that individuals working on behalf of Aim, LLC, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be trained on Prison Rape Elimination Act.
6. Aim, LLC understands that individuals working on behalf of the Aim, LLC, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) 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.
7. Aim, LLC will provide the County via Juvenile Department through YSAB reports including programmatic and financial data as the County deems reasonably necessary to monitor and evaluate the activities and services pursuant to this contract. Aim, LLC agrees to recognize and complete all performance measures/indicators contained in YSAB's Juror Fund Grant Application dated June 12, 2015. (Attached as Exhibit A.).
8. Aim, LLC will supply all materials, equipment and durable goods necessary to the program.
9. YSAB with the assistance of the Grant Services Unit of the Dallas County Juvenile Department agrees to allocate funds in the amount of \$40,000.00 from its Juror Funds to support the (Aim, LLC and Diversion Male Court) as approved in Commissioner's Court on August 11, 2015.
10. Total payment for FY2016 will not exceed forty thousand dollars (\$40,000.00). County's payment will be four quarterly installments of ten thousand dollars (\$10,000.00) each. At the conclusion of the year, Aim, LLC will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred, and actual revenue received (if any).
11. Invoicing for services will be due on or before the fifth (5th) of the first month after the submittal of reporting requirements for each quarter period (ending December 31, March 31, June 30, September 30) to Juvenile Department's Grant Services.
12. County's payment will be due to Aim, LLC within thirty (30) days of receipt of an invoice for the appropriate amount.
13. Aim, LLC agrees that a temporary delay in making payments due to the county's accounting and disbursement procedures shall not place them in default of this Contract and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.
14. Aim, LLC agrees to spend all funds as represented in the Juror Fund Grant Application to YSAB.
15. Aim, LLC understands that The Dallas County Juvenile Department maintains the right to take ownership of non-expendable equipment (equipment that can have a life of more than two years) purchased with juror grant funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.
16. Aim, LLC agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.
17. The Term of this Agreement shall be from October 1, 2015 to September 30, 2016.

18. This contract may be automatically renewed for additional twelve month periods under the same terms and conditions. Such renewals shall be at the discretion of the Dallas County Juvenile Department and the Youth Services Advisory Board.

INSURANCE

It is Aim, LLC responsibility to make sure that it has 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 \$500,000.00 for any one (1) occurrence is in place for the Aim, LLC 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.

Contractor shall, at all times during the term of this Contract and at its own expense, provide and keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an Employer's liability limit of:

Bodily injury by accident – FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident;
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each employee; and
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit.

INDEMNIFICATION

Aim, LLC 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 and the Youth Services Advisory Board, (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 Aim, LLC 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.

CHOICE OF LAWS AND VENUE

In providing Services required by this MOU, the parties must observe and comply with all licenses, legal certifications, or inspections required for the Services, or materials, and all applicable Federal, State, and local statutes, ordinances, rules, and regulations. This MOU shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas.

All statutes and law stated herein shall be updated as amended.

SEVERABILITY

If any provision of this MOU is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

SOVEREIGN IMMUNITY

This MOU is expressly made subject to Dallas County's sovereign immunity, Title 5 of the Texas Civil 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 Dallas County has by operation of law. Nothing herein is intended to benefit any third-party beneficiaries to this Contract.

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

[SIGNATURES APPEAR ON THE NEXT PAGE].

DALLAS COUNTY JUVENILE BOARD:

BY: _____
Terry Smith, Executive Director
Dallas County Juvenile Department

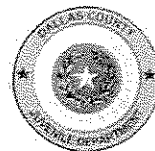
BY: _____
Judge Cheryl Lee Shannon
Chairman, Dallas County Juvenile Board

APPROVED AS TO FORM:

BY: _____
Denika R. Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

CONTRACTOR'S NAME:

BY: _____
Marty Smith, CEO
Aim, LLC



Putting Youth First

Please send completed application materials to:

Dr. Terry S. Smith
Youth Services Advisory Board Liaison
Dallas County Juvenile Department
2600 Lone Star Drive
Dallas, Texas 75212

Questions regarding the application process may be directed to:

Allison Harris
Dallas County Juvenile Department
Allison.Harris@dallascounty.org
214-698-5578

Community-Based Organization Application

I. Contact Information

a. Contact Name and Title:

Marty Smith, CEO

b. Organization Name:

Aim, LLC

c. Program/Project Name:

Diversion Male Court

d. Amount requesting:

\$40,000.00

e. Address:

103 E. Virginia, Suite 203, McKinney, Texas 75069

f. Email:

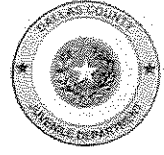
Marty.Smith@tryaim.com

g. Phone number:

214-999-1122

h. Organization website (if applicable):

www.tryaim.com



Putting Youth First

II. Organization Information

a. What is the mission of your organization?

The mission of Aim, LLC (Aim) collaboration with the Diversion Male Court (D.M.C.) is to provide positive experiences for referred male youth that will provide the support and services necessary to get them back in school, back on track to graduation and prevent further involvement in the legal system.

b. Please provide a brief history of organization (including the year it was founded), its focus and its current programs (maximum 250 words).

Aim, LLC (previously known as AimTruancy Solutions) was established in 2005 in response to a challenge by the Dallas County Commissioners court to address the increasing truancy problem in Dallas County. Over the past ten years, Aim has partnered with hundreds of schools and thousands of chronic truants across Texas to help lower the staggering statistic by providing a structured and supportive mentoring and monitoring program. Aim partners with schools, law enforcement, juvenile justice, community-based organizations, and other agencies, which recognize the link between truancy reduction and student success.

c. Does your organization possess Workers Compensation Insurance, Commercial General Liability Insurance, and Commercial Automotive Liability Insurance? Yes: ☒ No: ☐

i. What is the minimum limit of liability on each policy listed above?

1. Workers Compensation Insurance \$1,000,000
2. Commercial General Liability Insurance \$2,000,000
3. Commercial Automotive Liability Insurance \$0
 - a. Aim does not have company owned vehicles

ii. Please attach proof of insurances listed above.

Aim's Certificate of Insurance is attached to the end of this document.

d. Any organization representatives in contact with youth under juvenile department supervision must complete the Dallas County Juvenile Department volunteer training and maintain all Prison Rape Elimination Act of 2003 standards. This includes a training session and a background check. Is your organization able to maintain these standards and requirements? Yes: ☒ No: ☐

e. How did you hear about this funding source?



Putting Youth First

Aim was previously awarded a grant from the juror fund for D.M.C.

- f. Has your organization worked with any juvenile departments (including Dallas County) within the state of Texas? Yes: ☒ No: ☐

- i. If yes, please list the type of program, where and when it occurred (approximately how many years)

Diversion Male Court, Dallas County, February 2013 through current.

Esteem Court, Dallas County, January 2012 through current.

III. Proposed Program

- a. Why is this program/project needed (need statement) (maximum 250 words)?

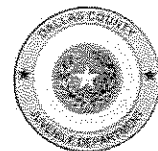
In 2011, the department handled over 6,000 formal referrals (formal charges filed on youth). Of those 6,000 referrals 42% were African-American and 43% were Latino. These demographics are disproportionate to the make-up of the Dallas County Juvenile age population of 22% African-American, 25% Caucasian, and 48% Latino and reflect a national and statewide trend of disproportionate minority representation of justice system involved youth.

Over the past three years, staff members and other stakeholders examined the trend of disproportionate minority youth represented in the department. In 2010, 30% of African American youth and 25% of Latino youth did not complete deferred adjudication and subsequently, had formal charges filed. If deferment programs completion rates increases then fewer minority youth will fall further into the system. The youth participating in D.M.C. will gain the necessary skills and have charges dropped in order to avoid any future criminal court involvement.

Minority youth in Dallas County have disproportionate rates of truancy occurrences. Minority youth are more likely to be referred to the juvenile department for multiple truancy violations. Research has shown that truancy is related to delinquency, substance use and abuse, high school dropout, suicidal thoughts and attempts, and early sexual intercourse. The partnership between Aim and D.M.C. bridges the service gaps between truancy, delinquency, and disproportionate minority representation.

- b. How does this program address the need (program design) and what will this funding do to address the need (maximum 250 words)?

Through a comprehensive approach, Aim delivers a customizable program that adjusts to fit the needs of the individual. Our mentors are trained on two very complementary



Putting Youth First

and effective theory based approaches. Strength based approach, where we target what that student is doing right, in any situation, rather than what they are doing wrong. We get them to see their strengths then capitalize and replicate those strengths in other areas of their lives. Solution-focused approach, we take time to actively listen and hear their problems, but our focus is on how to solve them. We get them to see when their problems don't occur, what they are doing differently during those times, and then help them create positive outcomes for similar situations moving forward. The program consists of the following components:

1. Daily wake up calls and/or text messages to youth and family
2. Daily follow up by dedicated case manager
3. School visits
4. Virtual mentoring

c. Where will this program/project take place (maximum 250 words)?

The program is located in Dallas County and Aim's services are coordinate at court and the student's school. Mentoring calls will be conducted by phone.

d. What is the program/project target population (maximum 250 words)?

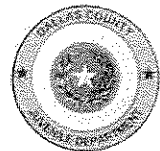
The D.M.C. targets minority males that are eligible for deferred adjudication, but exhibit potential risk factors for violence and delinquency such as illicit drug use, peer group/gang involvement, low parent involvement, academic failure and community involvement. Minority males that have a pending first time misdemeanor charges such as assault, weapons violation, theft, or drug offense are eligible to assessed for D.M.C. The participants that exhibit poor school attendance, chronic tardiness, or academic failure in their assessment will be enrolled in the Aim program.

e. Expected number of unduplicated program beneficiaries:

Aim expects to serve 50 students within 1 school year. Each student will receive morning wake up calls / text messages, mentor calls, and school visits.

f. Who are the key individuals implementing this program and what are their qualifications (maximum 250 words)?

Karina Shroff, MA, LPC, NCC: Karina Shroff is a Licensed Professional Counselor and a National Certified Counselor. Karina has more than 9 years of experience working with at-risk youth. Prior to joining Aim, Karina served as a Clinical Director for a mental health facility for children. Karina holds a bachelor of arts in psychology from Southern Methodist University and a MA of Counseling from St. Mary's University.



Putting Youth First

Patricia De Santiago: Patricia De Santiago has more 6 years of experience working with at-risk youth. She has over five years of experience as a mental health facility child case manager and is trained in teen crisis and suicide prevention. Patricia holds a bachelor of arts in psychology from Southern Methodist University.

Silvia Perez: Silvia Perez has more than two years experience working with at risk youth. As a case manager, she builds connections with school administration and parents. Silvia holds a degree from Universidad Autonoma de Sinaloa.

- g. Please provide a brief summary of the intended purpose for this grant (No more than 4 sentences).

Aim provides case management and mentoring services specifically for encouraging school attendance and reducing the achievement gap. Aim monitor's , mentors, and advocates for justice involved youth to attend school and increase academic competencies. Our solutions-focused and strength-based mentoring helps students by using proven positive effects of instilling hope, optimism and motivation. Aim mentors focus heavily on what our students are doing right and on the potential they have to be something really great.

IV. Project Evaluation

- a. What are the program/project objectives?

Through a comprehensive approach, Aim delivers a customizable program that adjusts to fit the needs of the individual. The program consists of the following components:

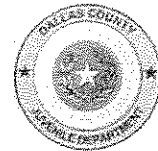
1. Daily wake up calls and/or text messages to youth and family
2. Daily follow up by dedicated case manager
3. School visits
4. Virtual mentoring

- b. What are the program/project goals?

To provide positive experiences for minority male youth that are in Diversion Male Court program. Aim will provide the support and services necessary to:

1. get them back in school
2. back on track to graduate
3. prevent further involvement in the legal system

- c. List the output measures. (What your program activities produce; this often includes the quantifiable measures. Please list the expected quantity if applicable, such as 200 hours of counseling.)



Putting Youth First

Aim is one activity of the Diversion Male Court logic model. It is linked to the following output measures:

1. Number of participants attending school regularly
 2. Number of participants communicating with their mentor
 3. Rate of school attendance by each participant
- d. List the expected outcome measures. These are the benefits, impact or changes in behavior after program activities are completed.

Aim outcome measures are:

1. Increase attendance
 2. Decrease referral to ISS/OSS (school suspension)
 3. Increase completion rates
 4. Decrease referrals to juvenile justice system
- e. Evaluation methodology (what data will be collected and how).

Aim acquires attendance data from the student's school to determine increases and decreases in attendance and referrals to ISS/OSS.

V. Budget Estimate

- a. List other funding sources or proposed funding sources for this project.

Based on our current understanding of the requirements of the program, the funds included in this request will cover all program costs and no other funding will be required. If unexpected costs arrive, Aim will reach out to donors and other funding sources to cover those costs.

- b. Please provide a line item budget for this proposed project.

Cost per child = \$800.00
Number of children = 50
Total proposed budget = \$40,000.00

- c. Budget Narrative: The narrative should include a detailed budget summary that describes the method to calculate each line-item and how the funding will be used for this particular project (maximum 250 words).



Putting Youth First

Aim provides a turn-key case management solution which is budgeted on a per student basis. Services include:

- Virtual mentoring and monitoring for 50 students
- Dedicated case manager
- Utilization of Aim's proprietary software system and database
- Customize reporting
- Morning wake up calls / text messages
- Live mentoring calls

Application Completed By:

Print Name:

Marty Smith

Signature:

A handwritten signature in dark ink, appearing to read "MS", is written over the signature line.

Title:

CEO

Date: (mm/dd/yyyy) 06/12/2015

ATTACHMENT A

Contract Specifications

<Aim, LLC / Diversion Male Court>

I. **COST:** \$40,000.00

II. PROGRAM SCHEDULE:

- A. Service Week: All week long except Saturday.
- B. Service Hours: Hours vary depending on service – morning calls, school visits, mentoring calls and start/end of DMC Court.
- C. Service Delivery Location: Aim's services are coordinated at court and the student's school. Mentoring calls will be conducted by phone.

III. PROGRAM COMPONENTS

- A. **Morning wake up calls / text messages**
Frequency: Daily (Monday – Friday)
- B. **School and Court visits conducted by Case Manager**
Frequency: Monthly school visits and weekly at court plus attendance is requested weekly from each student's school.
- C. **Virtual Mentor Calls**
Frequency: One to three times per week
- D. **Customize Report to DMC staff**
Frequency: Weekly

IV. PROGRAM MECHANICS

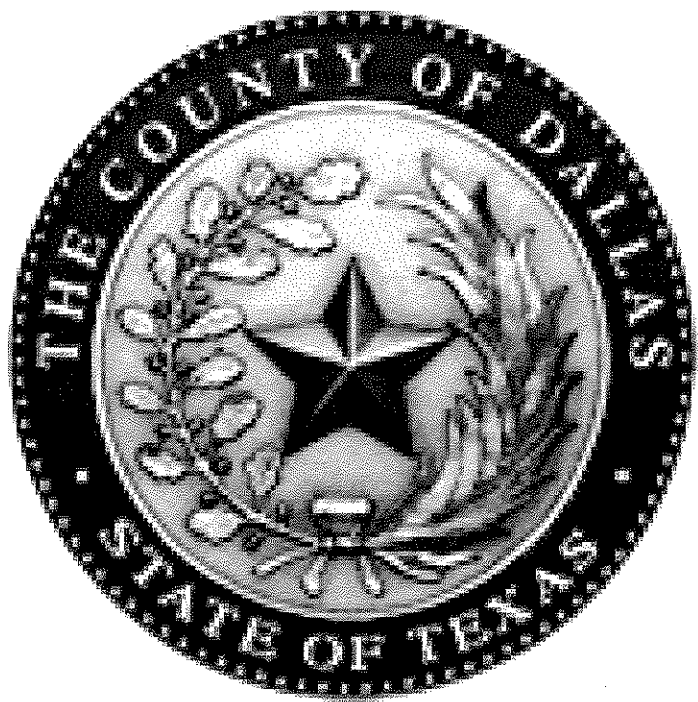
- A. **Length of stay:** Students are on the program 3 – 6 months depending on their progress to meet the requirements in each level established by DMC.
- B. **Holiday Schedule:** Program runs entire school year except for lengthy student holidays: December 21st – 31st 2015 (Student Winter Holiday) and March 14th –

18th 2016 (Student Spring Break) when no mentor calls are made. However, Case Manager attends DMC court to meet with students, if in session during those dates.

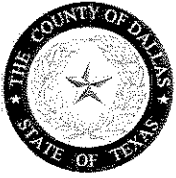
- C. **Summer Schedule:** Program runs into the summer and students continue to receive mentor calls.
- D. **Transportation:** N/A
- E. **Meals/Snacks:** N/A

V. **DIRECT CARE STAFF AND MINIMUM QUALIFICATIONS**

- A. Karina Shroff, MA, LPC, NCC - holds a bachelor of arts in psychology from Southern Methodist University and a MA of Counseling from St. Mary's University.
- B. Patricia De Santiago, Senior Manager of Mentoring – holds a bachelor of arts in psychology from Southern Methodist University.
- C. Silvia Perez, Case Manager – holds a degree from Universidad Autonoma de Sinaloa.



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: August 25, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Re: Youth Services Advisory Board (YSAB) Appointments

Background of Issue:

Section 152.0010 of the Human Resource Code recommends that the Juvenile Board appoint a Citizen Advisory Council. The Juvenile Board adopted guidelines for the Youth Service Advisory Board (YSAB) in 1997. According to the existing guidelines the Advisory Board will have no more than nine members, appointees will serve staggered two-year terms and committee membership would include representatives of various professions.

Appointments:

Recently, Ms. Kathryn Collar retired and we had the unfortunate passing of Mr. Steve Crane. We are eternally grateful to Ms. Collar and Mr. Crane for their years of service and support, and we wish Ms. Collar well in her future endeavors and her retirement. A notice was sent out seeking nominees to fill these vacancies on February 11, 2015 and again on March 10, 2015, to all Juvenile Board Members, all members of Commissioners Court and the Youth Service Advisory Board and community leaders; all able to represent various disciplines for Dallas County.

On July 20, 2015; the YSAB board met and selected Dr. Rebecca Corona and retired Justice Kerry Fitzgerald to fill the vacant positions. Dr. Corona is currently a Psychologist at Parkland Health & Hospital System working at deHaro-Saldivar Health Clinic and the Southeast Health Clinic; and Justice Kerry Fitzgerald - Retired from the Fifth District Court of Appeals. The term of service for Dr. Corona and Justice Fitzgerald is to begin on September 1, 2015 and serve to January 31, 2016.

Strategic Plan Compliance:

The current request complies with Dallas County's Strategic Plan, as evidenced by *Vision 1: Dallas County is a model interagency partner*, as evidenced by the YSAB representing an opportunity to *achieve consensus with stakeholders on the roles and responsibilities of the County*.


Legal Information:

Section 152.0010 of the Human Resource Code recommends that the Juvenile Board appoint a Citizen Advisory Council. The Dallas County Juvenile Board appoints persons to the Youth Services Advisory Board, and the current term of appointment is for the 2014-2016 terms.

Recommendation:

The Dallas County Juvenile Department respectfully requests approval from the Juvenile Board to appoint Dr. Rebecca Corona and Justice Kerry Fitzgerald to fill the two vacancies for the remaining 2014-2016 terms.

RECOMMENDED BY:



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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: August 24, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Academy for Academic Excellence Charter School Board of Dallas County, Texas, held on the 24th day of August, 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, section 152.0010 of the Human Resource Code recommends that the Juvenile Board appoint a Citizen Advisory Council. The Juvenile Board adopted guidelines for the Youth Service Advisory Board (YSAB) in 1997. According to the existing guidelines the Advisory Board will have no more than nine members, appointees will serve staggered two-year terms and committee membership would include representatives of various professions; and

WHEREAS, recently, Ms. Kathryn Collar retired and we had the unfortunate passing of Mr. Steve Crane. We are eternally grateful to Ms. Collar and Mr. Crane for their years of service and support, and we wish Ms. Collar well in her future endeavors and her retirement. A notice was sent out seeking nominees to fill these vacancies on February 11, 2015 and again on March 10, 2015, to all Juvenile Board Members, all members of Commissioners Court and the Youth Service Advisory Board and community leaders; all able to represent various disciplines for Dallas County; and.

WHEREAS, on July 20, 2015; the YSAB board met and selected Dr. Rebecca Corona and retired Justice Kerry Fitzgerald to fill the vacant positions. Dr. Corona is currently a Psychologist at Parkland Health & Hospital System working at deHaro-Saldivar Health Clinic and the Southeast Health Clinic; and Justice Kerry Fitzgerald - Retired from the Fifth District Court of Appeals. The term of service for Dr. Corona and Justice Fitzgerald is to begin on September 1, 2015 and serve to January 31, 2016; and

WHEREAS, the current request complies with Dallas County's Strategic Plan, as evidenced by *Vision 1: Dallas County is a model interagency partner*, as evidenced by the YSAB representing an opportunity to *achieve consensus with stakeholders on the roles and responsibilities of the County; and*

- WHEREAS,** section 152.0010 of the Human Resource Code recommends that the Juvenile Board appoint a Citizen Advisory Council. The Dallas County Juvenile Board appoints persons to the Youth Services Advisory Board, and the current term of appointment is for the 2014-2016 terms; 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,** recommends the Dallas County Juvenile Department respectfully requests approval from the Juvenile Board to appoint Dr. Rebecca Corona and Justice Kerry Fitzgerald to fill the two vacancies for the remaining 2014-2016 terms.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Department respectfully requests approval from the Juvenile Board to appoint Dr. Rebecca Corona and Justice Kerry Fitzgerald to fill the two vacancies for the remaining 2014-2016 terms.

DONE IN OPEN BOARD MEETING this 24th day of August, 2015.

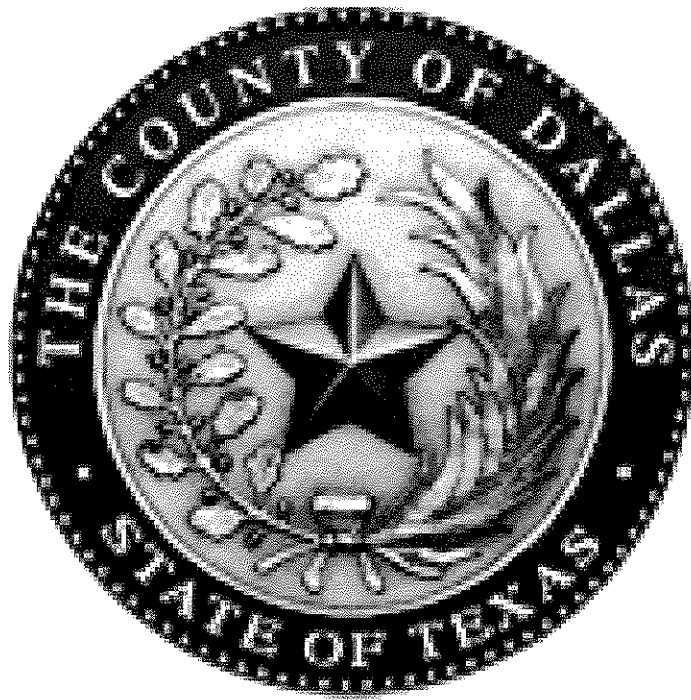
The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of ____ for the motion and ____ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, President
Dallas County Juvenile Board



ACTION ITEM O.



**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: August 24, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Juvenile Detention Alternative Initiative Spending Plan

Background of Issue:

In May of 2006, the Dallas County Juvenile Board approved participation in the Juvenile Detention Alternatives Initiative (JDAI) sponsored by the Annie E. Casey Foundation (AECF). The work and spending plan established the task forces' key priority goals identified through internal assessment and site visits, with measurable outcomes to be determined collaboratively by each task force.

The Dallas County Juvenile Department JDAI program is currently working under a letter of agreement for the current project year's \$15,000 grant.

The purpose of this brief is to approve the following spending by November 30, 2015.

Impact on Operations and Maintenance:

The JDAI Coordinator has developed and will manage the project year work plan that will organize and guide the work of detention reform. The work plan includes the measurable outcomes made by the following task forces: Case Expediting, Facilities, Contract Services, Evening Reporting Center, Community Outreach and Parent Involvement, JDAI Training, Response Grid Study, and Data Evaluation. These task forces are comprised of Juvenile Department staff members and other stakeholders. The spending plan reflects the needs and outcomes identified in the work plan.

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:

There are no legal requirements for this request.

Financial Impact/Considerations:

Funds will be used to compensate the JDAI Coordinator (\$1,000 x 12 months), provide training support for Dallas County staff (\$500 for materials and \$500 for food), and allow for travel to JDAI site visits plus the JDAI National Conference. The current spending plan will be allocated as follows:

Description	GL CODE	2016 BUDGET JDAI
Business Travel	4010	2,000.00
Groceries - Other	2810	500.00
Office Supplies	2160	500.00
Other Professional Services	5590	12,000.00
	Total Operating Expense	15,000.00
	Grand Total	\$ 15,000.00

This information has been reviewed by Carmen Williams, Budget Supervisor.

Performance Impact Measures:

Each task force has specific and time-bound performance measures and goals, some of which are designed to extend past November 30, 2015. The measures will be validated by the Dallas County Juvenile Department research team. Some of the measures and goals for the various task forces include:

- RAI Evaluation: Evaluating the RAI for efficacy.
- Case Processing: Evaluate the use of placement match requests by Respondent's Attorney and District Attorney in an effort to reduce ALOS.
- JDAI Training: Expand new probation officer JDAI and DMC training. Implement quarterly training program for Respondent Attorneys, District Attorneys, and Judiciary on JDAI and DCJD facilities.
- Data Evaluation: Program evaluation of DMC (Diversion Male Court).
- Community Outreach: Development of parent liaison/community committee for input on JDAI efforts.
- Conditions of Confinement: Conduct detention facility self-assessment.

Project Schedule/Implementation:

The term of the Grant year is from December 1, 2014 through November 30, 2015.

Recommendation:

It is recommended that the Dallas County Juvenile Board approves the JDAI spending plan through November 30, 2015.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: August 24, 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 24th day of August 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

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

WHEREAS, in May of 2006, the Dallas County Juvenile Board approved participation in the Juvenile Detention Alternatives Initiative (JDAI) sponsored by the Annie E. Casey Foundation (AECF). The work and spending plan set forth the task forces' key priority goals identified through internal assessment and site visit, with measurable outcomes to be determined collaboratively by each task force; and

WHEREAS, the Dallas County Juvenile Department JDAI program is currently working under a letter of agreement for the current project year's \$15,000 grant; and

WHEREAS, the Dallas County Juvenile Department JDAI program is currently working under a letter of agreement to expend previous program years roll over funds in addition to the current project year's \$15,000 grant; and

WHEREAS, funds will be used to compensate the AECF Coordinator (\$1,000 x 12 months), training support for Dallas County staff (\$500 for materials and \$500 for food), and travel for JDAI site visit plus the JDAI National Conference; and

WHEREAS, the current spending plan will be allocated as follows:

Description	GL CODE	2016 BUDGET JDAI
Business Travel	4010	2,000.00
Groceries - Other	2810	500.00
Office Supplies	2160	500.00
Other Professional Services	5590	12,000.00
	Total Operating Expense	15,000.00
	Grand Total	\$ 15,000.00

; and

- WHEREAS,** each task force has specific and time-bound performance measures and goals, some of which are designed to extend past November 30, 2015. The measures will be validated by the Dallas County Juvenile Department research team; and
- WHEREAS,** the JDAI Coordinator has developed and will manage the project year work plan that will organize and guide the work of detention reform; and
- WHEREAS,** the JDAI Coordinator has developed and will manage the project year work plan that will organize and guide the work of detention reform. The work plan includes the measurable outcomes made by the following task forces: Case Expediting, Facilities, Contract Services, Evening Reporting Center, Community Outreach and Parent Involvement, JDAI Training, Response Grid Study, and Data Evaluation; 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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the JDAI spending plan through November 30, 2015.

DONE IN OPEN BOARD MEETING this 24th day of August, 2015.

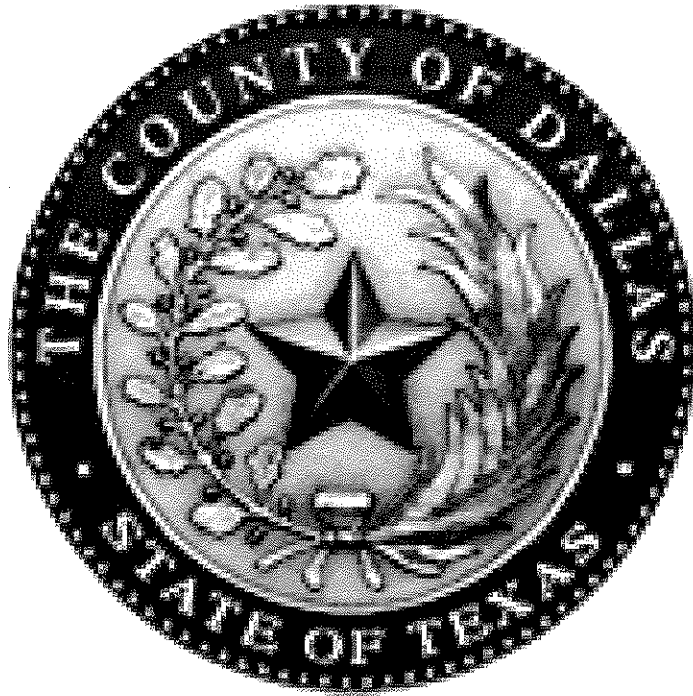
The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of ____ for the motion and _____ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION

ITEM

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: August 24, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: TJJD State Financial Assistance Contract 2016-2017 Biennium

Background of Issue:

The Dallas County Juvenile Department annually receives funding for various grants from the Texas Juvenile Justice Department (TJJD). TJJD began the 84th Legislative Session with a clear directive to work with leadership offices to re-define the long-term policy direction of the Juvenile Justice system. The general appropriations act is the key directive affecting juvenile probation funding requiring budget reorganization, probation grant restructuring, and behavioral health funding coordination. Highlights of the new appropriation strategies include, but are not limited to; distinguishing system cost from fixed cost and variable cost; distinguishing supervision from programs and services; and enacting a behavioral health funding rider (requiring statewide coordination). The grant structure rider requires a grant structure that adheres to the budget structure in the agency's bill pattern; provides flexibility to juvenile probation departments within the agency budget structure; and requires juvenile probation departments to report expenditures in accordance with the agency budget structure and grant requirements.

The purpose of this briefing is to request approval of the funding allocation associated with the Texas Juvenile Justice Department State Financial Assistance Contract for 2016-2017 Biennium and subsequent amendments to the budget and funding, and to authorize the Chairman of the Juvenile Board to approve and execute the State Financial Assistance Contract for 2016-2017 Biennium and subsequent amendments.

Impact on Operations and Maintenance:

For the FY 2016-2017 biennium, the new State Aid budget structure consists of five main categories: Basic Probation Supervision, Community Programs, Pre & Post Adjudication Facilities, Commitment Diversion Initiatives, and Flexible Funds plus target grants. Each category has a minimal and maximum expenditure allotment:

STATE AID	Minimum	Maximum
Basic Probation	\$ 3,077,650.00	\$ 3,847,062.00
Community Programs	\$ 2,254,594.00	
Pre & Post Adjudication	\$ 933,792.00	
Commitment Diversion	\$ 2,149,381.00	
Mental Health Service	\$ 554,521.00	
Flexible	\$ 1,673,672.00	
TOTAL	\$ 10,643,610.00	

Target Grants consist of the following:

Target Grants	Allocation
M - Special Needs Diversionary Program	\$ 239,632.00
P - JJAEP Reimbursement Program	\$ 218,139.00

Strategic Plan Compliance:

This request complies with Vision 3: Dallas County is safe, secure, and prepared by the effective allocation of juvenile justice resources.

Legal Information:

The signatures of the Chairman of the Juvenile Board, Executive Director (Chief Administrative Office), and the Dallas County Auditor as fiscal agent are required on the 2016-2017 Biennium State Financial Assistance Contract and Exhibit B Juvenile Board Resolution. The agreement has been approved as to form by the Dallas County Juvenile Department Administrative Legal Advisor, Denika Caruthers. The agreement is attached.

Financial Impact/Considerations:

Estimated allocations remain in compliance of State budgeting and reporting requirements. Below is the expected allocation of funds totaling \$11,101,381:

STATE AID	Minimum	Maximum	Budgeted	Amount used from Flex
Basic Probation	\$ 3,077,650.00	\$ 3,847,062.00	\$3,847,062.00	\$ 769,412.00
Community Programs	\$ 2,254,594.00		\$2,254,594.00	\$ -
Pre & Post Adjudication	\$ 933,792.00		\$1,190,295.40	\$ 256,504.00
Commitment Diversion	\$ 2,149,381.00		\$2,149,381.00	\$ -
Mental Health Service	\$ 554,521.00		\$1,202,278.00	\$ 647,757.00
Flexible	\$ 1,673,672.00		\$1,673,672.00	\$ 1,673,672.00
M - Special Needs Diversionary Program	\$ 239,632.00		\$ 239,632.00	

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

P - JJAEP Reimbursement Program	\$ 218,139.00	\$ 218,139.00
---------------------------------	---------------	---------------

Due to the increased flexibility of the movement of funds throughout the quarter reporting, the Juvenile Department will be allowed to reallocate funds to other categories, except mental health, which can only transfer funds in but cannot transfer out.

State Aid allocations are 95.884 percent of the initial 2015 State Aid grant allocations, which is 4.116 percent less in fiscal year 2016. Additional funds requests will be submitted to TJJD requesting changes to the minimum/maximum limits to meet the Department's needs and to obtain reallocated funds. The financial information has been approved by Ms. Carmen Williams, Budget Supervisor.

Performance Impact Measures:

The Budget Services unit will continue to administer and monitor grant funds. The Contract Services unit will also conduct the on-site monitoring of service providers receiving TJJD funds, and will monitor compliance with the performance goals and objectives.

Project Schedule/Implementation:

The term of the State Financial Assistance contract is from September 1, 2015 through August 31, 2017.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the 2016-2017 Biennium State Financial Assistance Contract and any subsequent amendments to the budget and funding with the Texas Juvenile Justice Department, and that the Chairman of the Juvenile Board be authorized to execute on its behalf the State Financial Assistance Contract for the 2016-2017 Biennium and any subsequent amendments.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: August 24, 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 24th day of August 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 annually receives funding for various grants from the Texas Juvenile Justice Department (TJJD). TJJD began the 84th Legislative Session with a clear directive to work with leadership offices to re-define the long-term policy direction of the juvenile justice system; and

WHEREAS, juvenile probation funding requires budget reorganization, probation grant restructuring, and behavioral health funding coordination. Highlights of the new appropriation strategies include but are not limited to; distinguishing system cost from fixed cost and variable cost; distinguishing supervision from programs and services; and enactment of a behavioral health funding rider (requiring statewide coordination); and

WHEREAS, for FY 2016-2017 Biennium, the new State Aid budget structure consists of five main categories: Basic Probation Supervision, Community Programs, Pre & Post Adjudication Facilities, Commitment Diversion Initiatives, and Flexible Funds plus target grants; and

WHEREAS, due to the increased flexibility of the movement of funds throughout the quarterly reporting, the Juvenile Department will be allowed to reallocate funds to other categories; except mental health, which can only transfer funds in but cannot transfer out. Estimated allocations remain in compliance of State budgeting and reporting requirements with expected allocation of funds totaling \$11,101,381; and

WHEREAS, State Aid allocations are 95.884 percent of the initial 2015 State Aid grant allocations, which is 4.116 percent less in fiscal year 2016.. Additional funds requests will be submitted to TJJD requesting changes to the minimum/maximum limits to meet the Department's needs and to obtain reallocated funds; and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board of Dallas County approves the 2016-2017 Biennium State Financial Assistance Contract and subsequent amendments to the budget and funding with the Texas Juvenile Justice Department.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Chairman of the Juvenile Board be authorized to execute on its behalf the State Financial Assistance Contract for the 2016-2017 Biennium and subsequent amendments to the budget and funding with the Texas Juvenile Justice Department.

DONE IN OPEN BOARD MEETING this 24th day of August, 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



Texas Juvenile Justice Department
**State Aid and Targeted Grant Contract
and General Grant Requirements**
2016 - 2017 Biennium

This is an agreement between the State of Texas, represented by and through the Texas Juvenile Justice Department, hereinafter called the "Department," and the juvenile board of DALLAS County/Judicial District, hereinafter called the "Grantee." In consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the Grantee agree as follows:

I. PURPOSE, SCOPE, AND STRUCTURE OF CONTRACT.

- 1.1 **Purpose and Scope of Contract.** The purpose of the State Aid and Targeted Grant Contract and General Grant Requirements (the "Contract") is to delineate the duties and responsibilities of both the Department and the Grantee regarding the distribution, receipt, administration, and expenditure of State Aid and Targeted Grant funding under the applicable grants referenced herein.
- 1.2 **Contract Structure.** The Contract sets forth the basic requirements, duties, and responsibilities of the Department and the Grantee. It is supplemented by the documents attached hereto and incorporated by reference in Section II. The General Grant Requirements for the Distribution and Expenditure of State Aid and Targeted Grants (the "General Grant Requirements"), attached hereto as Exhibit A, contain provisions that apply to State Aid Grants and Targeted Grants awarded or distributed to Grantee under this Contract. Additionally, each Targeted Grant (identified by letter, e.g. "Grant E") outlines requirements for the administration of that particular grant. The Contract and all documents incorporated herein, should, to the extent there is no conflict, be read and interpreted as a single document. The Grantee shall be bound by the duties, responsibilities, and requirements of each part of this Contract. If a provision contained in the General Grant Requirements conflicts with a provision in a Targeted Grant, the Targeted Grant provision controls.

II. INCORPORATED DOCUMENTS.

- 2.1 **Incorporated Documents.** The following documents attached hereto and incorporated herein:
 - 2.1.1 **Exhibits.**
 - 2.1.1.1 Exhibit A. *General Grant Requirements for the Distribution and Expenditure of State Aid and Targeted Grants.*
 - 2.1.1.2 Exhibit B. *Juvenile Board Resolution*
 - 2.1.2 **Appendices.**
 - 2.1.2.1 Appendix I. *Expenditure Guidelines.*
- 2.2 **Documents Incorporated by Reference.** The following documents are incorporated by reference into this Contract and the provisions are binding on the Grantee.
 - 2.2.1 **Requests for Proposals.** Requests for proposal are Department Requests for Proposals (RFPs) and/or Requests for Application (RFAs) that solicit applications in connection with any grant hereunder.

- 2.2.2. **Expenditure Guidelines.** Guidelines that establish the general principles for determining the allowable costs incurred by the Grantee under grants, contracts, and other agreements with the Department utilizing state funding. The Expenditure Guidelines are incorporated by reference as an appendix to the Contract.
- 2.2.3. **Grant Manager Web Application.** Grant Manager is a web-based software application developed by the Department to facilitate the online application, performance reporting, management, and expenditure reporting of the Contract and grants administered by the Department. The Grantee shall use the Grant Manager system as directed by the Department to complete fiscal processes associated with this Contract such as the online submission of the budget application, grant plans, and program expenditure reports. The Grantee shall submit a *Grant Manager User Authorization Form* in the format specified by the Department in order to gain secure access to the Grant Manager system. The Department shall establish the minimum system requirements necessary for the Grantee to access the online application.
- 2.2.4. **37 Texas Administrative Code Chapter 343.** 37 Texas Administrative Code Chapter 343 sets forth the compliance criteria and verification procedures used by the Department to monitor and inspect secure pre-adjudication detention facilities and secure post-adjudication correctional facilities under the Department's oversight. The obligations specified in Chapter 343 shall control, to the extent that a conflict exists with the provisions of this Contract, the General Grant Requirements, Targeted Grant requirements, or other resource documents incorporated into this Contract.
- 2.2.5. **37 Texas Administrative Code Chapter 355.** 37 Texas Administrative Code Chapter 355 sets forth the compliance criteria and verification procedures used by the Department to monitor and inspect non-secure juvenile correctional facilities under the Department's oversight. The obligations specified in Chapter 355 shall control, to the extent that a conflict exists with the provisions of this Contract, the General Grant Requirements, Targeted Grant requirements, or other resource documents incorporated into this Contract.
- 2.2.6. **Targeted Grants.** The terms and conditions of all Targeted Grants entered into by Grantee are incorporated into the Contract by reference.

III. **DEFINITIONS.** The following words and terms when used in this Contract shall have the following meanings unless the context clearly indicates otherwise.

- 3.1. **Active Juvenile Officer Certification.** A juvenile probation officer or juvenile supervision officer with an active juvenile officer certification is one who has met the minimum certification requirements under Texas Administrative Code Chapter 344 and is currently certified by the Department.
- 3.2. **Authorized Designee.** Any person, entity, state agency, or federal agency to whom authority has been contractually or statutorily delegated to act in cooperation or consultation with the Department regarding any program or service provided under any grant.
- 3.3. **Caseload.** The juveniles for whom a certified juvenile probation officer is authorized under the Department's standards to provide probation supervision and services.
- 3.4. **Chief Administrative Officer.** Regardless of title, the person hired by a juvenile board who is responsible for oversight of the day-to-day operations of a juvenile probation department, including the juvenile probation department of a multi-county judicial district.
- 3.5. **Commitment Diversion Eligible Population.** Juveniles who have been formally referred to and disposed by the probation department and who are being supervised on deferred prosecution or court-ordered probation.
- 3.6. **Community-Based Program.** An array of rehabilitation services for juvenile offenders and their families provided in local communities, including, but not limited to, Youth Services and Residential Services, transition programs and services, and aftercare programs.

- 3.7 **Compliance Monitoring, Enforcement and Tracking System (COMETS).** An automated internal system developed by the Department that consists of an extensive database to track compliance requirements, instances of non-compliance, monitoring reports, citations, corrective actions, and sanctions imposed by the Department.
- 3.8 **Fiscal Officer.** A county or district auditor or treasurer or their designee, provided the designee is a qualified accountant or bookkeeper who is not an employee of the Grantee.
- 3.9 **Formal Referral.** A formal referral occurs when all three of the following conditions exist:
- 3.9.1. delinquent conduct, conduct indicating a need for supervision, or violation of probation was allegedly committed;
 - 3.9.2. the juvenile probation department has jurisdiction and venue; and
 - 3.9.3. the officer or official designated by the Grantee has either:
 - a. made face-to-face contact with the juvenile and the alleged offense has been presented as the reason for this contact; or
 - b. given written or verbal authorization to detain the juvenile.
- 3.10 **Inter-County Transfer Officer.** The person designated by the chief administrative officer to act as the contact for all matters involving the transfer of juvenile probation supervision between counties.
- 3.11 **Juvenile Justice Program.** Program operated for the benefit of juveniles referred to the juvenile probation department and that is wholly or partly operated by the juvenile board or by a private vendor under contract with the juvenile board. This term also includes juvenile justice alternative education programs (JJAEPs) and Youth Services programs that serve juveniles that have been referred to the juvenile probation department and who are under the jurisdiction of the juvenile court. If a juvenile justice program is operated in a facility licensed or operated by a state agency, the facility must be registered with the Department.
- 3.12 **Juvenile Probation Officer (JPO).** An individual whose primary responsibility and essential job function is to provide juvenile probation services and supervision duties authorized under statutory and agency administrative law that can only be performed by an active certified juvenile probation officer in good standing with the Department.
- 3.13 **Juvenile Probation Services.** Juvenile Probation Services are:
- 3.13.1 Services provided by or under the direction of a juvenile probation officer in response to an order issued by a juvenile court and under the court's direction, including: protective services; prevention of delinquent conduct and conduct indicating a need for supervision; diversion; deferred prosecution; foster care; counseling; supervision; and diagnostic, correctional, and educational services;
 - 3.13.2 Services provided by a juvenile probation department that are related to the operation of a pre-adjudication or post-adjudication juvenile facility; and
 - 3.13.3 Pre-adjudication services, including intake services, pre-court monitoring, and other services authorized by the juvenile board for youth under its jurisdiction prior to appearance before a court or prior to disposition.
- 3.14 **Juvenile Supervision Officer (JSO).** An individual who holds an active juvenile supervision officer certification and whose primary responsibility and essential function is the supervision of juveniles in a juvenile justice program or juvenile justice facility.
- 3.15 **Licensed Mental Health Professional (LMHP).** An individual, including, but not limited to, a psychiatrist, psychologist, licensed clinical social worker, licensed professional counselor, and licensed marriage and family therapist, who is licensed by the state of Texas to diagnose, evaluate or treat any mental, emotional condition or disorder.

- 3.16 **Mental Health Paraprofessional.** An individual who is able to perform tasks requiring significant knowledge, but does not have the license or certification to perform at a professional level, including students, interns, fellows, post-doctorates, or other approved students in an official training program in psychology or a related field under the supervision of an authorized mental health professional.
- 3.17 **Mental Health Services and Programs.** All services necessary to treat, care for, supervise, and rehabilitate persons with a mental illness. Including:
- 3.17.1 **Mental Health Screening, Assessment and Evaluation.** The process of identifying youth as having a mental health diagnosis or mental health need, including psychological and psychiatric evaluations. Mental health diagnoses must be made by appropriately trained and licensed mental health professionals through the use of a psychological evaluation, rather than a screening instrument alone.
 - 3.17.2 **Behavior Interventions.** Treatment Interventions for juveniles with a mental health diagnosis designed to increase socially adaptive behavior and to decrease maladaptive behaviors
 - 3.17.3 **Programs.** Include but are not limited to mental health case management, counseling (individual, family and group), skills training and wrap-around services.
 - 3.17.4 **Medications.** Psychotropic medications and medications associated with treating a diagnosed mental health condition.
- 3.18 **Mental Health Need.** The identification and establishment of a mental health need is consistent with the Department of State Health Services Children's Mental Health Services Criteria. Accordingly, services may be provided for youth who have a diagnosis of mental illness (according to the most recent version of the Diagnostic and Statistical Manual) and youth who exhibit serious emotional, behavioral, or mental disorders and who either (1) have a serious functional impairment, (2) are at risk of disruption of a preferred living or child care environment due to psychiatric symptoms, or (3) are enrolled in a school system's special education program because of serious emotional disturbance. Excluded are youth with a single diagnosis of substance abuse, Intellectual Developmental Disorder, or Autism Spectrum Disorder.
- 3.19. **Non-Secure Correctional Facility.** Any public or private residential facility operated by or under contract with a juvenile board in which the construction fixtures, hardware, staffing models, and procedures do not restrict the egress of residents from the facility.
- 3.20. **Out-of-State Residential Placement Facility.** Any public or private residential child-care or residential placement facility in a state outside of Texas, both public and private that is licensed, regulated, or certified by a governmental entity in the state where the facility is located.
- 3.21. **Post-Adjudication Secure Correctional Facility.** Any public or private residential facility, including an alcohol or other drug treatment facility, that: (a) includes construction fixtures designed to physically restrict the movements and activities of juveniles or other individuals held in lawful custody in the facility; and (b) is used for the placement of any juvenile who has been adjudicated as having committed an offense.
- 3.22 **Pre-Adjudication Secure Detention Facility.** Any public or private residential facility that: (a) includes construction fixtures designed to physically restrict the movements and activities of juveniles or other individuals held in lawful custody in the facility; and (b) and is used for the temporary placement of any juvenile who is accused of having committed an offense and is awaiting court action, an administrative hearing, or other transfer action.
- 3.23. **Prevention and Early Intervention Services.** Programs and services intended to prevent or intervene in at-risk behaviors that lead to delinquency, truancy, dropping out of school, or referral to the juvenile justice system.
- 3.24. **Progressive Sanctions Model.** A set of recommended graduated dispositional guidelines defined in the Texas Family Code Chapter 59. The progressive sanctions model provides uniform and consistent standards in juvenile case dispositions, taking into account the seriousness of conduct, history of delinquent conduct, previous interventions, special treatment/training needs, and special circumstances of the juvenile.

- 3.25. **Project Director.** The individual designated by the juvenile board or Chief Administrative Officer, who is to be responsible for the administration and coordination of grant funds in accordance with this Contract,, the general grant requirements, and applicable Targeted Grant requirements.
- 3.26. **Recommendation.** The most appropriate course of action or option that the probation officer and department recommend or present to the juvenile court as a dispositional option for a juvenile offender that, in the professional judgment of the probation officer, is in the best interest of the juvenile and society in the professional judgment of the probation officer.
- 3.27. **Residential Child-Care Facility.** A facility licensed or certified by the Texas Department of Family and Protective Services to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage, or adoption to the owner or operator of the facility, for all of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers. The term includes child-care institutions, child-placing agencies, foster group homes, foster homes, agency foster group homes, and agency foster homes.
- 3.28. **Residential Placement Cost.** The cost per day for a youth placement in a pre-adjudication secure detention facility, a short-term secure detention facility (i.e., holdover), a post-adjudication secure correctional facility, a non-secure correctional facility, a residential child-care facility, or an out-of-state residential placement facility.
- 3.29. **Residential Services.** Programs or services for a youth that is in placement, if the cost of the program or service is not included in the cost per day. If the cost of the program or service is included in the cost per day, it should be categorized as a placement cost and not as a separate residential program or service cost.
- 3.30. **Service Provider.** A public or private vendor that is funded in whole or in part using grant funds and obligated under the terms of a procurement contract with the Grantee to provide goods and/or services for the operation, management, or administration of juvenile probation services and juvenile justice programs.
- 3.31. **Staff Services.** Staff services are:
- 3.27.1. Salaries and fringe benefits for staff employed by the juvenile probation department under the direction of the Grantee;
 - 3.27.2. Travel reimbursement for juvenile probation department staff for the provision of juvenile probation services; and
 - 3.27.3. Operating expenses for the juvenile probation department (e.g., postage, telephone, office supplies, printing and other costs) directly related to juvenile probation services, juvenile justice programs, and administration.
- 3.32. **State Aid Grants.** State Aid Grants are available to all departments. Component areas differ by eligible/target population and programmatic focus, but are grouped together to allow maximum flexibility in application of funds between grants. The State Aid Grant component areas are: Basic Probation Supervision, Community Programs, Pre- and Post-Adjudication, Commitment Diversion, and Mental Health Services.
- 3.33. **Targeted Grants.** Targeted Grants are offered competitively or on the basis of specific eligibility criteria, but are not available to all departments. Targeted Grants differ by population and focus, and are designed to target funding to specific areas, with no shifting of funds between grants. Targeted Grants include, without limitation, the following: Prevention and Intervention; Border Justice; Harris County Leadership Academy; Special Needs Diversionary Program (SNDP); Small/Medium department commitment diversion pool; Supplemental and Emergent Needs; Recidivism Reduction for 2017; Juvenile Justice Alternative Education Program (JJAEP); and Regionalization.
- 3.34. **Target Population for Mental Health Services.** Youth under the jurisdiction of the Grantee who are in need of a mental health assessment, and those youth identified through assessment as needing mental health treatment services, programs, and/or placement.
- 3.35. **Treatment Hours.** The number of hours of direct clinical/treatment services provided to a juvenile under the jurisdiction of the Grantee. Treatment hours may only be counted when services are provided by an LMHP or a mental health paraprofessional.

3.36 **Youth Activities Supervisor.** Regardless of title, an individual whose primary responsibility and essential job function is the supervision of juveniles strictly in a non-secure setting within a juvenile justice program or facility other than a juvenile justice alternative education program.

3.37 **Youth Services.** Services or programs provided to a juvenile who has not been placed in a residential facility.

IV. OBLIGATIONS AND RESPONSIBILITIES OF THE DEPARTMENT.

4.1. **Payments to the Grantee.** The Department shall pay the Grantee, according to the specified schedule, the following grant amounts:

4.1.1. **Monthly Payments.** The Department shall make grant payments for the following grants during the term of this Contract in eleven (11) monthly installments during each state fiscal year in the 2016-2017 biennium. The first payment to the Grantee will be 16.7 percent of the total grant amount, and each of the remaining 10 payments shall be 8.33 percent of the total, subject to 4.2., below. Prior to the commencement of fiscal year 2016, the Department shall provide written notice of any subsequent allocation amounts that may be available to the Grantee. The amounts listed in the chart below are for fiscal year 2016. The Department shall provide allocations for fiscal year 2017 no later than May 1, 2016.

4.1.1.1	State Aid Grant – Total Amount	10643610
4.1.1.2.	State Aid Grant – Basic Probation Supervision in the amount of	3077650
4.1.1.3.	State Aid Grant – Community Programs in the amount of	2254594
4.1.1.4.	State Aid Grant – Pre- and Post-Adjudication in the amount of	933792
4.1.1.5.	State Aid Grant – Commitment Diversion in the amount of	2149381
4.1.1.6.	State Aid Grant – Mental Health Services in the amount of	554521
4.1.1.7	State Aid Grant – Flexible Funding in the amount of	1673672
4.1.1.8.	GRANT B - Border Children's Justice Project in the amount of	0
4.1.1.9.	GRANT D - Leadership Academy in the amount of	0
4.1.1.10.	GRANT M - Special Needs Diversionary Program in the amount of	239632
4.1.1.11.	GRANT P - Juvenile Justice Alternative Education Program (JJAEP) in the amount of	218139
4.1.1.12.	GRANT S - Prevention and Intervention Demonstration Project in the amount of	0
4.1.1.13	GRANT T – Prevention and Intervention: School Truancy in the amount of	0

4.2. **Withholding of Final Disbursements.** The Department may withhold disbursement of the final two monthly installments unless the Grantee confirms its need for the full or lesser amount. Upon confirmation, the Department shall disburse the appropriate payment.

4.3. **Reimbursement Payments.** The Department shall, to the extent funds are available, reimburse the Grantee for eligible claims presented for payment if the Department determines the requirements for reimbursement have been met. Claims under this Contract can only be made for the period this Contract is in effect. Reimbursement programs include the following:

4.3.1. Title IV-E Federal Foster Care Program (Grant "E"). In accordance with the requirements detailed in the specific grant requirements, the Department shall reimburse the Grantee under Grant E the maximum federal dollar share for the following: foster care maintenance claims for eligible juvenile probation children, direct administrative claims, and enhanced administrative claims. Upon review and approval of supporting

documentation, the Department shall reimburse the Grantee as requests for reimbursement are presented for payment provided there is sufficient Title IV-E grant award authority against which to process presented claims and providing said funds are being reimbursed to the Department by Texas Department of Family and Protective Services (TDFPS) via the interagency agreement. To be eligible for reimbursement, all costs must be reasonable, allowable, and properly allocated for support of the foster care program. A direct or enhanced administrative claim is not eligible for reimbursement if the basis of the claim has funding from any other federal source.

- 4.3.2. **JJAEF Program (Grant "P").** Grantees eligible for reimbursements under Grant P shall receive a share of the initial \$1,500,000 distribution based on each Grantee's share of the total juvenile population for each school year for the current contract period. Additional funds will be distributed at a rate not to exceed \$96 per eligible student attendance day for students who are required to be expelled pursuant to Chapter 37 of the Texas Education Code and who meet the Targeted Grant requirements. The Grantee will not be able to receive the additional funds until the initial amount allocated is earned at the rate of \$86 per eligible student attendance day. Payments to the Grantee by the Department shall be limited to no more than 180 days of operation during each regular school year for the current contract period.

V. GENERAL DUTIES AND RESPONSIBILITIES OF GRANTEE.

- 5.1. **Confirmation of Need for Final Two Disbursements.** The Grantee shall, in a manner specified by the Department, confirm its need for the full or lesser amount of the final two disbursements of each fiscal year, in a manner specified by the Department.
- 5.2. **Active Juvenile Officer Certification.** The individual juvenile officer and the employing department shall ensure that all requirements under Texas Administrative Code Chapter 344 are met in order to maintain juvenile officers' certifications in active status.
- 5.3. **Compliance Systems.** The Grantee shall implement and use the required compliance systems, as well as adhere to the policies, procedures, and requirements relating to COMETS. Grantee shall use COMETS to respond to any citation of non-compliance.
- 5.4. **Notice of Suit.** If the Grantee, the Grantee's county (or counties for judicial districts), the juvenile probation department, and/or its employees, contractors, or service providers are named as a party in a civil lawsuit or criminal proceeding, the Grantee shall notify the Department within five (5) calendar days of receiving notice if the lawsuit relates to the operation of a juvenile probation department, juvenile justice program, pre-adjudication secure juvenile detention facility, short-term secure detention facility (i.e., holdover), a post-adjudication secure correctional facility, or other facility operated by or under the authority of the Grantee.
- 5.5. **Privatization of Juvenile Probation Services, Juvenile Justice Programs, and Facilities.** Before the Grantee enters into any subcontract with any public or private person or entity for the provision of administration or programmatic services in juvenile justice programs and facilities, the Grantee shall ensure that the qualifications of the subcontractor are adequate to ensure the subcontractor will perform and meet the terms of this Contract and the provisions contained herein in their entirety. All subcontracts entered into by the Grantee shall be in writing and shall be subject to all applicable requirements contained in this Contract and applicable law. The Grantee shall be solely responsible to the Department for the performance of any subcontractor under this Contract.
- 5.6. **Health and Safety of Juveniles.** Grantee shall provide juvenile probation programs and services and juvenile justice programs to serve the juveniles under the jurisdiction of the juvenile court or courts within the Grantee's jurisdiction and shall ensure all programs, services, and facilities provide adequate health and safety protections, procedures, and policies for all youth being served. The Department may issue a Non-Compliance Citation Report (NCCR), cease or suspend funding, or impose any other sanctions available under administrative rules or other applicable laws for failure to protect the health and safety of juveniles.
- 5.7. **Facility Registration and Staffing Requirements.** The Grantee shall not place a juvenile in a short-term detention facility, a pre-adjudication secure detention facility, a post-adjudication secure correctional facility, or a non-secure correctional facility unless that facility is registered with the Department and all staff members have the appropriate certification for their positions, as outlined in 37 Texas Administrative Code Chapters 344 and 351. Each officer shall maintain an active

certification in order to perform the duties of a juvenile probation officer, or juvenile supervision officer, or youth activities supervisor. The individual and the employing department shall ensure all requirements under 37 Texas Administrative Code Chapter 344 are met to maintain active certification.

- 5.8 **Removal of Personnel from Ongoing Background Checks.** The Grantee shall subscribe to the Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT) for initial and continuing criminal background checks on all direct care staff, volunteers, interns, and contractors. If a person who is the subject of such criminal background checks ceases to have direct contact with youth, the Grantee shall unsubscribe from the person's record in accordance with the process described in Texas Government Code Section 411.0845. Each quarter, the Grantee shall provide the Department's Certification Officer or designee with an updated list of all persons unsubscribed from FACT.

VI. ACCOUNTING, REPORTING, AUDITING, REQUIREMENTS AND FINANCIAL ASSURANCES REQUIREMENTS FOR GRANT FUNDS.

- 6.1. The Grantee shall follow the accounting, reporting, auditing, and financial assurance requirements contained in this Contract. The Grantee shall maintain supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable Department and State of Texas requirements.
- 6.2. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Contract or indirectly through a subcontract under this Contract. Grantee's acceptance of funds under this Contract acts as acceptance of the authority of the state auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall include a clause concerning the authority to audit funds and the requirement to cooperate in any subcontract it awards.

VII. GENERAL PROVISIONS, SANCTIONS AND PENALTIES.

- 7.1. **Term.** This Contract shall be in force from September 1, 2015, through August 31, 2017 and may be renewed for subsequent 2-year terms thereafter, upon mutual, written agreement of the parties.
- 7.2. **Funding Availability.** This Contract is at all times subject to state appropriations. The Department makes no express or implied representation or guarantee of continued or future funding under this Contract. The Department has, as of the date of the execution of this Contract, obtained all requisite approvals and authority to enter into and perform its obligations under this Contract, including, without limitation, the obligation to make the initial payment or payments required to be made under this Contract on the date or dates upon which such initial payment or payments may otherwise be disbursed during the current contract period, (i.e., September 1, 2015, through August 31, 2017). The Grantee acknowledges the Department's authority to make such payments is contingent upon the Texas Legislature's appropriation to the Department of sufficient funds and the availability of funds to the Department for such purpose. If the State of Texas or the federal government terminates its appropriation through the Department or fails to pay the full amount of the allocation for the operation of any grant or reimbursement program hereunder, or the funds are otherwise unavailable, the Department may immediately and without penalty reduce payments or terminate this Contract, in whole or in part. Upon termination of the Contract or reduction of payments, the Grantee shall return to the Department any unexpended funds already disbursed to the Grantee. Neither the Department nor the State of Texas shall incur liability for damages or any loss that may be caused or associated with such termination or reduction of payments. The Department shall not be required to give prior notice for termination or reduction of payments.
- 7.3. **Entire Agreement.** This Contract and all documents incorporated herein by reference constitute the complete and final agreement between the Department and the Grantee. Any other oral or written agreements between the parties concerning the subject matter of this agreement have no force or effect after the effective date of this Contract.
- 7.4. **Notice.** Except as expressly provided herein, any notice required or permitted to be given under this Contract shall be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual and address shown below:

GRANTEE

CHIEF JUVENILE PROBATION OFFICER

<<Address>>

<<City, State, Zip>>

TEXAS JUVENILE JUSTICE DEPARTMENT

Mailing Address:

P.O. Box 12757

Austin, Texas 78711

Attention: Contract Administrator

Physical Address:

11209 Metric Boulevard, Building H, Suite A

Austin, Texas 78758

The notice shall be effective on the date of delivery.

7.5. Sanctions and Penalties.

7.5.1. **Withholding of Payments.** Notwithstanding anything to the contrary herein, the Grantee acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, if Grantee fails to comply with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if Grantee fails to perform its duties and responsibilities in accordance with the terms and conditions of this Contract.

7.5.2. **Withholding of Future Payments.** If the Grantee fails to reimburse the Department for discovered unallowable expenditures, the Department may withhold payments under any grant until the unallowable costs have been completely reimbursed.

7.5.2.1. **Notice and Hearing.** Prior to permanently suspending payment pursuant to 7.5.1 or 7.5.2, the Department shall provide reasonable notice and conduct a hearing before the Texas Juvenile Justice Department Board. The administrative determination rendered by the Department Board is final.

7.5.3. **Ineligibility for Future Grants.** The Grantee may become ineligible for future grants of any kind from the Department under the following circumstances:

7.5.3.1. The Grantee, its staff, employees, designees, or contractors intentionally or knowingly falsify any documents, reports, or records related to grant funds received under this Contract or intentionally or knowingly give false statements to any Department employee or designee related to the expenditure of grant funds, provision of juvenile probation services, or administration of juvenile justice programs.

7.5.3.2. The Grantee, its staff, employees, designees, or contractors intentionally or knowingly violate any provision of this Contract.

7.5.4. **Debarment, Suspension, or Ineligibility.** By execution of this Contract, the Grantee certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state department or agency from participation in this Contract or any grant authorized hereunder.

7.5.5. **Force Majeure.** Upon Grantee's written request to the Department, the Department may grant relief from performance of the Contract if the Grantee is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to fault or negligence of the Grantee. The burden of proof for the need of such relief shall rest upon Grantee.

7.6. **Termination.** The Department may terminate this Contract, or any portion thereof, as a result of the Grantee's failure to comply with any covenant, assurance, term, or condition of this Contract, including documents incorporated herein by reference.

7.6.1. **Termination for Cause.** Termination under this provision may occur no sooner than the 15th day after a Grantee's receipt of Notice of Intent to Terminate. Justifications for Termination by the Department for cause include, without limitation, the following circumstances:

- 7.6.1.1. Grantee knowingly and intentionally: submits falsified or fraudulent documents or reports; makes false representations, certifications, or assurances relating to this Contract; causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
 - 7.6.1.2. The life, health, welfare, or safety of individuals served by or under the authority of the Grantee is endangered or could be endangered either directly or indirectly through the Grantee's intentional, willful, or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, without limitation, a finding by the Department of reason to believe an abuse, neglect, or exploitation investigation occurred in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 7.6.2. **Termination without Cause.** This Contract may be terminated by either party upon sixty (60) calendar days' notice to the other party of termination.
- 7.6.3. **Termination by Mutual Agreement.** The Department and the Grantee may mutually agree in a writing signed by both parties to terminate this Contract at any time.
- 7.7. **Hold Harmless.** The Grantee shall be solely responsible for the safety and welfare of the juveniles participating in any program or service funded through the grants received by the Grantee under this Contract. The Grantee shall, to the extent allowed under the Constitution and the laws of this state, indemnify, defend, and hold harmless the State of Texas, the Department, its board members, employees, and designees from any claim, loss, legal proceeding, and liability that results from the operation of any program funded in whole or in part with funds received under this Contract.
- 7.8. **Governing Law.** This Contract is being executed and delivered in the State of Texas. This Contract is intended to be performed in the State of Texas and the laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Contract. Prior to seeking a judicial review, the Grantee shall exhaust all administrative remedies including, but not limited to, those described under Section 7.9 below. Venue for any legal action arising from this Contract shall be in Travis County, Texas.
- 7.9. **Administrative Remedies.** The Grantee agrees that any dispute, controversy, or claim arising out of or relating to unallowable expenditures under this Contract, whether during or after its term, shall be submitted to an administrative review before the Department's Board. To initiate the process, the Grantee shall submit a written notice, in accordance with terms set forth herein, to the Department's Executive Director or designee and all members of the Department's governing board. Said notice shall specifically request a Board review and state the nature of the dispute, controversy, or claim. The Grantee shall also provide a copy of the notice to all members of the Grantee's governing board. A Board review under this provision shall be a condition precedent to the filing of a contested case proceeding under the Administrative Procedure Act, Texas Government Chapter 2001. If the parties are unable to resolve the matter through the Department's administrative review process, either party may elect to resolve the dispute or claim as a contested case. Neither the administrative review process nor a proceeding under the Administrative Procedure Act shall be construed to adversely affect any party's right to a judicial review. Neither the execution nor the performance of this Contract by the Department shall be construed to be a waiver of sovereign immunity to suit.
- 7.10. **Authority to Bind the Department.** This Contract is not binding upon the Department unless and until it has been executed by the Department's Executive Director or an authorized designee.
- 7.11. **Grantee's Authority.** The person or persons executing this Contract on behalf of the Grantee represent and guarantee that they have been fully authorized by the Grantee to execute the Contract on behalf of the Grantee and to validly and legally bind the Grantee to all the terms and provisions contained in this Contract. Evidence of this authority to contract is attached to this Contract as the *Juvenile Board Resolution*, Exhibit "B" that shall be adopted in compliance with the Texas Open Meetings Act as codified in Texas Government Code Chapter 551.
- 7.12. **Assignability.** No assignment of this Contract or the rights and obligations hereunder will be valid without the written consent of the non-assigning party.

- 7.13. **Amendments.** To be valid and effective, any amendment to this Contract must be in writing, signed by the Department and the Grantee, and expressly made a part of this Contract.
- 7.14 **Applicable Law, Policy and Procedure.** The Grantee shall comply with all applicable state and federal laws, regulations, standards, policies, and procedures as they currently exist or as amended or renumbered and enacted and effective during the term of the Contract.

This space intentionally left blank.

Exhibit A

General Grant Requirements for the Distribution and Expenditure of State Aid and Targeted Grants

I. GRANT DESCRIPTION.

State Aid Grants provided to local juvenile boards support the following programs and services: provision of basic juvenile probation supervision, community programs, pre- and post-adjudication, commitment diversion, and mental health. State Aid Grants also assist the juvenile board in adhering to the Texas Juvenile Justice Department's (Department) standards and policies. This grant shall fund the development of community-based probation programs and services for juveniles at risk of commitment to the Department. These General Grant Requirements, incorporated into the State Aid and Targeted Grant Contract (the "Contract") as Exhibit "A," apply to the distribution and expenditure of State Aid Grant funds and Targeted Grant funds, except to the extent a requirement in a Targeted Grant conflicts with these General Grant Requirements, in which case the Targeted Grant requirement controls.

II. GENERAL GRANT DEFINITIONS.

Definitions included in the Contract apply to these General Grant Requirements.

III. PROGRAM PERFORMANCE MEASURES.

A. **Goal.** The goals of the Department's grants are to:

1. Reduce delinquency, increase offender accountability, and rehabilitate juvenile offenders through a comprehensive, coordinated, community-based juvenile probation system;
2. Expand and supplement the mental health services available to and provided for juveniles under the jurisdiction of juvenile probation departments.

B. **Program Objective.** The objectives of the Department's grants are to:

1. Provide, develop, and support community-based juvenile probation services and programs and to ensure the delivery of safe and effective juvenile probation programs and services that adhere to the Department's standards and policies while maximizing juvenile outcomes;
2. Increase the availability of mental health screenings, assessments and evaluations for juveniles referred to and under the supervision of juvenile probation departments and the provision of services, programs and placements to juvenile offenders with identified mental health needs; and
3. Increase the availability of community-based programs and post-adjudication residential placements in an effort to divert appropriate juvenile offenders from commitment to TJJD while maintaining community safety.

C. **Program Performance Measures.** Grantee performance shall be determined using the following measures:

1. Total formal referrals in each year of the grant period;
2. Average daily population of juveniles under deferred prosecution and probation supervision in each year of the grant period;
3. Number of placements in secure and non-secure residential post-adjudication facilities in each year of the grant period;
4. Percentage of juveniles under deferred prosecution and probation supervision participating in a community-based program in each year of the grant period;
5. Number of juveniles committed to the Department in each year of the grant period;

6. Number of juveniles certified as adults in each year of the grant period;
7. Percentage of Department-eligible offenders committed to the Department;
8. One, two, and three year re-referral/re-arrest and incarceration recidivism rates for juveniles beginning supervision, beginning a program, and leaving a post-adjudication residential facility;
9. Total number of juveniles provided mental health services during the contract period;
10. Total number of mental health assessments or psychological evaluations completed;
11. Total number of mental health treatment hours provided;
12. Number of juveniles offenders served by State Aid Grant Commitment Diversion funding;
13. Percent of juveniles served completing Commitment Diversion programs or placements;
14. Number of juveniles served by State Aid Grant Commitment Diversion funding committed to TJJD by the juvenile probation department during the grant period;
15. One, two, and three year recidivism rates for all juveniles served by State Aid Grant Commitment Diversion funding in programs and post-adjudication placements.

D. Compliance with Performance Measures. The Grantee shall adhere to the minimum performance measures established by the Department based on the Grantee's historic performance of services. The Grantee shall report, in the format specified by the Department, on the Grantee's success in meeting the performance targets. This provision applies to grants for services other than basic probation services. If the Department determines, in its sole discretion, that the Grantee has failed to meet performance measures, the Department may reduce or eliminate Grantee's future funding allocations.

IV. PROGRAMMATIC COMPONENTS.

A. Requests for Information. The Grantee shall fully and promptly comply with all reporting requirements and requests for information issued by the Department or its authorized designee. The Grantee shall provide such information in the format requested by the Department. The Grantee shall ensure that its staff, interns, volunteers, and subcontractors comply in a timely and complete manner with all the Department's requests for information. The Grantee shall comply in a timely manner with requests by the Department or its authorized designee for financial information, records, and documents related to evaluating costs of programs and services provided by the Grantee's probation department. The Grantee shall timely submit any files or records of the Grantee's juvenile probation department, or any facility or program operated by or under the authority of the Grantee, requested by the Department or its authorized designee as a part of the monitoring, auditing, or investigatory process.

1. **Agency Proceedings and Investigations.** The Grantee shall require all employees, interns, volunteers, subcontractors, and private vendors to cooperate with and to testify in any administrative or judicial proceeding or hearing regarding any matter the Department considers necessary for the investigation of abuse, neglect, or exploitation allegations; complaints; financial and programmatic audits; or any other matter under the Department's authority. Compliance with this provision does not constitute a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
2. **Agency Subpoena Power.** The Grantee shall comply with the provisions of Human Resources Code Section 203.008 or other applicable law that authorizes the Department to issue subpoenas, receive evidence, and gather information that the Department deems necessary for the investigation of abuse, neglect, or exploitation allegations; complaints; financial and programmatic audits of juvenile probation programs, services, and facilities; or any other matter under its authority.

B. Compliance with Agency Administrative Law. The Grantee shall comply with all the Department's administrative rules contained in Title 37 Texas Administrative Code that apply to the Grantee, the juvenile probation departments,

and any juvenile justice programs, juvenile probation services, and facilities operated or provided by or under the authority of the Grantee.

C. **Departmental Policies and Procedures.** The Grantee shall promulgate and enforce the following departmental policies and procedures:

1. **Employee Timekeeping Documentation.** The Grantee shall require all employees, interns, volunteers, subcontractors, and private vendors paid in whole or part with state funds to maintain and make available to the Department documentation of the performance of juvenile probation services, completion of a standard 40-hour work week or a pro-rated alternate work schedule, and all documented leave. The Grantee shall ensure that accurate timesheets and attendance records are maintained by the chief administrative officer. The Grantee shall ensure that all employees, interns, volunteers, subcontractors, and private vendors that are paid with state funds, provide leave documentation. The Grantee shall make all employee salary documentation and timesheets available for review by the Department.
2. **Employee Daily Travel Activity Documentation.** The Grantee shall require all travel expenses paid in whole or part with state funds to be accurately documented daily by the individual traveling. The Grantee shall document, at a minimum, the date, destination, times, mileage or odometer readings, and related travel activities.

D. **Diversion Programs and Services.** The Grantee shall use grant funds to provide community-based programs and/or services designed to provide diversionary alternatives for juveniles at risk of commitment to Department including, but not limited to, intensive supervision probation, residential placements, family preservation services, parenting skills, and mental health services.

E. **Target Population.** The Grantee shall ensure that diversion programs and services provided under this grant are designed to serve juvenile offenders who are at risk of commitment to Department.

F. **Department Commitment Goals.** By executing the State Aid and Targeted Grant Contract, Grantee agrees to assist the Department in achieving the statewide Department commitment goal of limiting the number of juvenile offenders recommended for commitment to the Department. Grantee shall develop programmatic alternatives for juvenile offenders at immediate risk of commitment to the Department to limit the number of staff recommendations for Department commitment to the Department's established number of recommendations. Grantee shall require its juvenile probation department staff to explore and recommend dispositional alternatives for each adjudicated youth, when appropriate, before making any recommendation for commitment to the Department. The specific commitment goals applicable to the Grantee are listed, by department, in the *TJJD Commitment Goals* [TJJD-FIS-415] on the Department's website and are incorporated by reference into this Contract.

G. **Ideal Commitment Criteria.** Grantee shall ensure that its juvenile probation department's recommendations of commitment to the Department adhere to the ideal commitment criteria in every case unless mitigating or extenuating circumstances are present and documented. The ideal commitment criteria are defined as any commitment recommended by and consistent with the Progressive Sanctions Guidelines as found in Chapter 59 of the Texas Juvenile Justice Code, Title 3, Texas Family Code.

H. **Mental Health Services.** Grantee will receive allocated funding to secure Mental Health Services and Programs for youth under Grantee's supervision. Services may include screening, assessment, diagnoses, evaluation, or treatment of youth with Mental Health Needs. The Department's provision of State Aid Grant Mental Health Services funds shall not be understood to limit the use of other state and local funds for mental health services. State Aid Grant Mental Health Services funds may be used for all mental health services and programs as defined herein, however these funds may not be used to supplant local funds or for unallowable expenditure. Youth served by State Aid Grant Mental Health Services funds must meet the definition of Target Population for Mental Health Services provided in the Contract.

I. **Commitment Diversion.** The Grantee shall provide community-based programs and Residential Services (i.e., post-adjudication placements) as follows:

1. Grantee shall submit a *Commitment Reduction Program Plan* to the Department for its approval via the Grant Manager system. The Commitment Reduction Program Plan submitted by the Grantee is incorporated by reference into the requirements of the State Aid Grant. Any changes to the approved Commitment Reduction

Program Plan submitted by the Grantee must first be approved by the Department in writing.

2. **Eligibility.** Juveniles served by State Aid Grant Commitment Diversion funds shall meet the definition of Commitment Diversion Eligible Population as defined in the Contract.
3. **Documentation.** Grantee shall maintain documentation for all community-based programs and post-adjudication placements associated with the program and the Department may review this documentation during on-sight monitoring visits or upon request. Documentation shall include:
 - a. Date, time and duration of program/placement;
 - b. Location of program;
 - c. Purpose and goal of program; and
 - d. Number of participants.
4. The Grantee shall establish written policies and procedures governing all State Aid Commitment Diversion programs and services Grantee provides.
5. **Licensing and Certification.** The Grantee shall ensure that all licensed and/or certified staff maintain a current license and/or certification if the programs and services associated with State Aid Commitment Diversion funds require professional licensure or certification.
- J. **Other Funding Sources.** Except for Title IV-E Federal funds, other sources of funds, such as court-ordered child support payments and social security payments, shall be contributed toward the individual juvenile's placement cost for Residential Services.

V. PROGRAMMATIC REPORTING.

A. Annual Reports.

1. The *Annual Resource Report* shall be submitted on or before the designated due date of each year of the grant period in an electronic format as specified by the Department.
2. The *Juvenile Facility Registration Application* shall be submitted in the electronic format specified by the Department prior to opening a new facility, or by February 1 of each year of the grant period. This form shall be submitted by any pre-adjudication secure detention facility, short-term secure detention facility (i.e., holdover), post-adjudication secure correctional facility, and non-secure correctional facility that is operated by or under the authority of the Grantee.
3. The Grantee shall designate and update key personnel through the Juvenile Probation Directory on the Department's website. Notification of changes during the fiscal year regarding the Chief Juvenile Probation Officer/Chief Administrative Officer, Fiscal Officer, Juvenile Board Chair, or Facility Administrator shall also be submitted on official department or juvenile board letterhead. A copy of the approved juvenile board minutes announcing the appointments will also be accepted. These documents shall be submitted to the Department's Staff Services Officer within ten (10) calendar days from the effective date of the change. One person may not serve as Chief Juvenile Probation Officer, Chief Administrative Officer, and Fiscal Officer at the same time and one person may not serve as a Project Director and Fiscal Officer at the same time. One person may serve as the Chief Administrative Officer and Project Director simultaneously.
4. The Grantee shall complete a *Mental Health Services End-of-Year Summary* in a format specified by the Department no later than October 1 of the fiscal year of the current grant period. This report shall include, without limitation: purpose of activity; location of activity; number of juveniles served; number of mental health assessments provided; and number of mental health treatment hours provided.
5. The Grantee shall complete a *Commitment Diversion End-of-Year Program Summary* in a format specified by the Department no later than October 1 of the fiscal year of the current grant period. This report shall include,

without limitation: list of program activities and/or placements utilized; number of juveniles served; and how the programs and post-adjudication placements associated with the commitment reduction program met the overall goals and objectives as detailed in Grantee's Commitment Reduction Program Plan.

6. Grantee shall comply with any annual reporting requirements contained in Targeted Grants awarded to Grantee.

B. Quarterly Reports.

1. The Grantee shall provide a listing of all juveniles served by State Aid Grant Mental Health Services funds. The Grantee shall submit data electronically in a format specified by the Department no later than January 1, April 1, July 1, and October 1 of the current fiscal year of the biennium.
2. The Grantee shall provide a listing of all juveniles served by State Aid Commitment Diversion funds. The Grantee shall submit data electronically in a format specified by the Department no later than January 1, April 1, July 1, and October 1 of each fiscal year of the current grant period.
3. Grantee shall comply with any quarterly reporting requirements contained in Targeted Grants awarded to Grantee.

C. Monthly Reports.

1. Grantee shall comply with any monthly reporting requirements contained in Targeted Grants awarded to Grantee.

D. Other Periodic Reports.

1. Grantee shall use COMETS to respond to all citations of non-compliance with standards and grant requirements issued in regularly scheduled monitoring visit performance reports and any Non-Compliance Citation Reports (NCCR) that are issued by the Department. The Grantee shall submit the required corrective action responses within the mandated time frame as specified by the COMETS system.
2. The Grantee shall notify the Department of any change affecting the Grantee's official registry information including administration, baseline services, programs, rated capacity, or any other data submitted in the *Juvenile Facility Registration Application* regarding any pre-adjudication secure detention facility, short-term secure detention facility (i.e., holdover), post-adjudication secure correctional facility, or non-secure correctional facility operated by or under the authority of the Grantee. The Grantee shall ensure that any private vendor that operates a facility under the authority of the Grantee shall be contractually obligated to notify the Department of any changes in official registry information. The Grantee shall provide notice of changes in writing to the Department within ten (10) calendar days from the effective date of the change.
3. The Grantee shall notify the Department immediately in writing of any change affecting the Grantee and its composition, structure, function, or identity, such as the control, name change, governing board membership or personnel changes affecting the contracted services.
4. The Grantee shall enter each program it administers, or for which it contracts, into the Department's web-based Program Registry. The Grantee shall notify the Department of any change affecting the Grantee's official registry information, including, but not limited to, administration, program type, and program components.
5. Grantee shall provide Mental Health Services Prior Year Service Reports indicating the level of mental health services provided to juveniles with state and local funds in each fiscal year of the biennium, in a format specified in the TJJD Grant Manager web application.
6. Grantee shall provide all other periodic reports requested by the Department or contained in Targeted Grants awarded to Grantee.

VI. PROGRAMMATIC MONITORING.

- A. **On-Site Monitoring Visits.** The Grantee is subject to programmatic monitoring scheduled at the Department's discretion. Scheduled on-site visits are announced and confirmed in writing at least fifteen (15) calendar days in advance of the visit whenever possible. Scheduled on-site visits shall be conducted during the program's regular operating hours. The visit can include: a review of policies, procedures, and records; interviews with staff, juveniles, and other personnel; and a tour of the program or facility. The length of the visit depends on the size of the program or facility as well as the size of the Department's monitoring team. Each visit will conclude with an exit conference with appropriate staff and the presentation of findings in the Performance Rating Profile Report.
- B. **Unannounced On-Site Monitoring Visits.** The Department may conduct unannounced on-site visits in addition to its scheduled on-site visits. Unannounced on-site visits may be made without any advance notification and may occur at any time. Unannounced on-site visits may be conducted at random or for cause. The Department may determine cause exists by assessing alleged standards non-compliance, as a means to monitor program improvement plans (PIPs), or due to a request for intervention from other state or local government entities or the public. Unannounced on-site visits may also be conducted in conjunction with the Department's formal abuse, neglect, and exploitation investigations. The length and scope of an unannounced on-site visit shall be dependent on the circumstances that led to the visit. A Non-Compliance Citation Report (NCCR) shall be issued for any verified non-compliance in an unannounced on-site visit.
- C. **Desk Audits.** The Department may monitor compliance with standard or grant requirements by a desk audit, which includes review of select records and program documentation. Grantee shall make available to the Department any written policies and procedures, juvenile and staff records, juvenile board documentation, and other applicable documents. The review of written documentation and materials may be supplemented by phone interviews with select staff and/or juveniles. Findings will result in a performance rating profile report or a Non-Compliance Citation Report (NCCR). Grantee shall ensure its agents will comply with all requests for information during the course of a desk audit by the Department or its authorized designee.

VII. **APPLICABLE LAW, POLICY AND PROCEDURE.** The Grantee shall comply with all applicable state laws, federal laws, regulations, standards, policies, and procedures as they currently exist or as amended or renumbered and enacted and effective during the term of the Contract.

VIII. FINANCIAL COMPONENTS.

A. Allowable Expenditure of Funds.

- 1. Grant funds shall be expended for juvenile justice programs and juvenile probation services within the three budget categories of Staff Services, Inter-County Contracts, and External Contracts as allowed in the *Expenditure Guidelines* contained in Appendix I of this document.
- 2. Grant funds may be expended to provide programs and services for juveniles and family members of juveniles under the jurisdiction of the Grantee's juvenile probation department.
- 3. Expenditures that benefit both adult and juvenile probation departments shall be pro-rated on an equitable basis. The determination of the method of pro-rating such expenditures shall be supported by documentation. Only the portion of expenditures attributed to juvenile probation departments are allowable expenditures under this Contract.
- 4. Grant funds used to reimburse a county that provides fiscal services to another county or multiple counties shall be reasonable compensation for services actually provided. Payment shall not exceed five percent (5%) of the funding allocation and shall be made to the county providing fiscal services rather than to an individual.
- 5. The maximum allowable rates for use of State Aid and Targeted Grant funds for each of the levels of care and the description of each level is posted in the *Tier Level of Care Rate for Registered Facilities* [TJJD-FIS-175] on the Department's website. Expenditures for Residential Services in a Pre-Adjudication Secure Detention Facility or a Short-Term Secure Detention Facility shall not exceed the Basic Level of Care Rate. If the juvenile is placed in a Post-Adjudication Secure Correctional facility or a Non-Secure Correctional Facility, grant funds may be expended

at the Basic Level of Care Rate or a higher level of care rate if the facility is registered and approved by the Department for a specialized or intensive level of service rate. Commitment Diversion funds may only be expended at a rate of \$140.00 per day per youth for any program or placement, but other appropriate local or state funding sources may be used to pay costs in excess of \$140.

6. State Aid Commitment Diversion funds shall pay for at least 50% of the program or placement described in Grantee's *Commitment Reduction Program Plan*.
7. Allowable expenditures for State Aid Mental Health Services funds include:
 - a. Mental Health Screening, Assessment and Evaluation to identify youth having a mental illness or need for mental health treatment, including psychological and psychiatric evaluations;
 - b. Cost of mental health services that meet the definition set out in the Contract;
 - c. Salary of a mental health professional or contracted services;
 - d. Salary of a Juvenile Probation Officer who carries a caseload of youth that meet the target population and are receiving another type of mental health service; and
 - e. Psychotropic medications and medications associated with treating a diagnosed mental health condition.

B. Unallowable Expenditure of Funds.

1. Grant funds shall not be expended for unallowable items as detailed in in Appendix I of this document.
2. Grant funds shall not be expended for Residential Services in excess of the maximum allowable rates as defined in *Tier Level of Care Rates for Registered Facilities* [TJJD-FIS-175].
3. Grant funds shall not be expended for salaries or expenses of juvenile board members.
4. Grant funds shall not be expended for salary increases of existing personnel that exceed 8% of the previous year unless approved by the Department, provided that in no case shall grant funds be expended for salary increases of existing personnel that exceed 12% of the previous year. This requirement does not restrict the salary amount of new staff or promotions in juvenile probation departments.

C. Financial Match Requirements. See also Targeted Grant Requirements.

1. **Certification of Local Expenditures for Matching Requirements.** The Grantee shall submit the *Certification of Local Expenditures Report* certifying Grantee's local juvenile justice expenditures in the previous fiscal year were equal to or greater than those made in fiscal year 2006, excluding construction and capital outlay expenses. The local juvenile justice expenditures entered in the Grant Manager system shall be certified electronically via the Department's Grant Manager system.
2. **Waiver of Financial Match Requirements.** At the request of the Grantee, the Department may approve a waiver of the financial match requirement, as described in Subsection 1, provided that:
 - a. The Grantee demonstrates that local or county funding for juvenile services has not been supplanted by funding received under this grant;
 - b. The Grantee certifies that local juvenile justice expenditures in the previous fiscal year were equal to or greater than those made in fiscal year 1994; and
 - c. The Department determines that the Grantee is otherwise in compliance with the terms of this grant.

D. Funding Adjustments.

1. **Reduction of Grant Payments.** The Department may review the Grantee's unexpended grant balances for the State Aid Grant and Targeted Grants in the last three fiscal years. If the Department determines that more than 10 percent of the amount awarded remained unspent or unencumbered at the end of each of the three fiscal years reviewed, the Department may analyze and audit the Grantee's referral activity, juvenile probation supervision activity, and juvenile probation caseloads to determine the reasonableness of the amount of grant funds received by the Grantee. As a result of this analysis, the Department may reduce the amount of any grant awarded to the Grantee in this grant period or in any subsequent grant periods by an amount determined reasonable by the Department.
2. **Unexpended Balances.** With the exception of funding received under Grants E and P, the Grantee shall refund to the Department, no later than November 1 in the next fiscal year, any unexpended funds from any grant that are allocated and received under the Contract if the funds are unencumbered by August 31 of a given fiscal year and unexpended by November 1 of the next fiscal year.
3. **Overpayments.** Grantee shall refund to the Department all overpayments made by the Department within 30 calendar days after discovery or receipt of written notice from the Department.
4. **Refunds Due.** Grantee shall, within 30 calendar days of confirmation, refund all amounts due to the Department for unallowable expenditures under any grant.

- E. **Timely Expenditure of Grant Funds.** The Grantee shall expend funds in a timely manner, to be determined by the Department. If the Grantee fails to expend the grant funds in a timely manner, the Department may issue a Non-Compliance Citation Report (NCCR) and may reduce or suspend funds.

F. Auditing Requirements.

1. The Grantee shall provide an independent financial compliance audit of funds received from the Department under the Contract, for the following grants: 2014-2015 biennium to include the State Financial Assistance Grant (A) and individual grants B, C, D, E, M, N, P, S, T, and W; 2016-2017 biennium to include the State Aid Grant and Targeted Grants B, D, E, M, P, S, T, and W.
2. The audit shall be prepared in accordance with generally accepted auditing standards, governmental auditing standards, and the Department's audit requirements that will be sent under separate cover by September 30 for each year of the biennium.
3. The Grantee shall submit, in a format prescribed by the department, a given fiscal year's audit to the Department no later than March 1 of the subsequent year.
4. The audit shall include as part of the Report on Compliance and Internal Control, the specific financial assurances contained in Section VIII (G) of the General Grant Requirements and any Targeted Grant requirements. The audit shall include an opinion on whether or not the Grantee complied with the applicable assurances. A summary of all material instances of non-compliance and an identification of the total amount of funds in question for each assurance shall be included in the audit.
5. Audits received after March 1 of the subsequent year are considered delinquent. Grantees with delinquent audits are subject to a Non-Compliance Citation Report (NCCR) and funds may be suspended by the Department.

- G. **Financial Assurances.** The following financial assurances are applicable to all grant funds unless the Targeted Grant requirements specifically state the contrary:

1. Separate accountability for the receipt and expenditure of all grant funds under the Contract is maintained for each grant from which the Grantee receives funds.
2. Expenditures reported to the Department are in agreement with the Grantee's accounting records and audited expenditures in each budget category.

3. Expenditures are made in accordance with the *Expenditure Guidelines* contained in *Appendix I* of this document and are supported by written documentation.
 4. Salary expenditures under each grant are verified and supported by appropriate documentation for hours worked, activities performed, and leave taken. Employees whose salaries are funded 100% out of state funds shall be dedicated to juvenile justice programs and services only.
 5. All travel expenses are supported by daily documentation of the individual traveling. The Grantee shall document date, destination, times, mileage or odometer readings, and related travel activities.
 6. Travel reimbursements paid with the grant funds, including travel allowances paid in lieu of mileage, are paid according to county policy and do not exceed travel reimbursement rates adopted by the county or per diem, lodging, and travel reimbursement rates established by the State of Texas in the General Appropriations Act.
 7. The grant funds used for residential expenditures are paid for placement of a juvenile in a pre-adjudication detention secure facility, a short-term secure detention facility, a post-adjudication secure correctional facility, or a non-secure correctional facility, operated by or under the authority of the Grantee or another governmental entity.
 8. The grant funds used for residential child-care facilities and out-of-state residential placement facilities do not exceed the Health and Human Services Commission's *Levels of Care Rates* [TJJD-IVE-200]. This financial assurance does not apply to facilities that are registered with the Department.
 9. The grant funds used for Department-registered facilities do not exceed the *Tier Level of Care Rates for Registered Facilities* [TJJD-FIS-175].
 10. The grant funds are not expended for the purchase of equipment, renovation, or construction unless explicitly authorized by the Department within any Targeted Grant requirements. An item is equipment if county policy requires it to be capitalized or, if the county has no policy, it has a useful life of more than one year and a cost of more than \$8,000.00.
 11. Authorized capital purchases are capitalized and depreciated within the county accounting system.
 12. Proper cut-off procedures are observed at the end of each fiscal period. Obligations of the fiscal period under review are not paid from funds of a subsequent fiscal period. Obligations of a subsequent fiscal period are not prepaid from funds of a fiscal period under review. A modified accrual basis of accounting is only used in preparing fourth quarter expenditure reports to the Department.
 13. Refunds and reimbursements are properly accounted for as reductions of expenditures rather than as increases in revenues.
 14. Any funds not expended under the terms of each grant were/are returned to the Department according to the Unexpended Balances and Refunds Due provisions contained in Subsections VIII (D) (2) and VIII (D) (4), respectively.
 15. The amount of local or county funds expended, excluding construction and/or renovation for juvenile services, is at least equal to or greater than the amount spent in the 1994 county fiscal year.
 16. All employees with access to monies are covered by surety bonds.
 17. All county and state transactional funds, revenues, and expenses are separated.
 18. Idle funds are invested in an account that provides a reasonable interest rate and provides necessary protection of principal. Interest on grant funds is credited to the account of the juvenile probation department for the provision of juvenile probation services and juvenile justice programs.
- H. **Service Providers.** Contracts with private service providers that are funded in whole or in part with grant funds shall adhere to the requirements set forth in the *Private Service Provider Contract Requirements Summary* [TJJD-FIS-324] and the requirements set forth below.

1. **Selection of Providers.** Selection of service provider contractors shall be fairly and objectively based upon county procurement procedures and guidelines and applicable state and federal laws or regulations related to service procurement. As an integral part of the service provider selection process, the Grantee shall use procedures to assess prospective contractors' strengths, weaknesses, and past performance. The Grantee shall use data relating to the performance of private service providers in prior contracts as a factor in selecting providers to receive contracts.
2. **Required Contract Provisions.** Private service provider contracts paid in whole or part with grant funds shall include the following provisions in the contract between the Grantee and the service provider:
 - a. **Accountability.** Service provider contractors shall be held accountable for delivery of quality services, and all contracts shall include clearly defined goals, outputs, and measurable outcomes that directly relate to program objectives as required by Texas Human Resources Code Section 221.051.
 - b. **Eligibility to Receive State Funds.** Service provider contractors shall be required to provide certification of eligibility to receive state funds if required by Texas Family Code 231.006. The Department has provided form *Child Support Affidavit* [TJJD-FIS-180] that may be used.
 - c. **Legal Compliance.** Service provider contractors shall adhere to all applicable state and federal laws and regulations pertinent to the service provider contractor's provision of services to the Grantee.
 - d. **Accounting.** The Grantee shall notify service provider contractors when state funds are used to pay for services. Service provider contractors paid from state funds shall be required to account separately for the receipt and expenditure of state funds received from the Grantee. The Grantee shall clearly specify accounting, reporting, and auditing requirements applicable to any state funds paid to the service provider contractor by the Grantee under contract.
 - e. **Records Retention.** Service provider contractors receiving whole or partial payment with any state grant funds received from the Department shall retain all applicable records for a minimum of seven (7) years and until any pending audits and all questions arising therefrom have been resolved and shall make all contractual agreements with service provider subcontractors available for Department inspection.
 - f. **Funding Out.** Service provider contracts that are funded in whole or in part with grant funds shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
3. **Performance Standards, Evaluations and Oversight.** The Grantee shall monitor services provider contractors at least twice during each fiscal year of this grant for programmatic and financial compliance. The Department has provided two monitoring tools that may be used: *Private Service Provider Contractual Monitoring and Evaluation Report - Residential Services* [TJJD-FIS-334] and *Private Service Provider Contractual Monitoring and Evaluation Report - Youth Services* [TJJD-FIS-344]. The purpose of monitoring is to ensure performance of and compliance with contractual provisions between the Grantee and service provider contractor if required by and in accordance with this Contract and the *Private Service Provider Contract Requirements Summary* [TJJD-FIS-324]. The Grantee shall maintain written documentation of all monitoring visits. The Department may conduct one monitoring visit per year if the Grantee achieves and maintains a minimum score of 90 with no formal findings in the area of private service providers on the previous financial audit conducted by the Department.
4. **Sanctions or Penalties.** If the service provider is paid in whole or in part with state funds, the Grantee's contract with the service provider shall impose specific, clearly defined, and appropriate sanctions or penalties for the service provider's non-compliance with the provisions of the contract.
5. **Termination.** In its contracts with service providers, the Grantee shall include provisions allowing termination of the contract if the service provider fails to achieve the goals, outcomes, and deliverables set out in the contract or if the service provider fails to comply with any conditions in the contract.
6. **Evidence of Execution.** The Grantee shall maintain contract documentation that contains the date of execution, the effective term of the service provider agreement, and the signatures of the necessary parties.

IX. FINANCIAL REPORTING.

A. Annual Reports.

1. **Budget Application.** The Grantee shall submit a completed *Annual Budget Application* for the Department's approval concurrent with the submission of the Contract executed by Grantee. An *Annual Budget Application* shall be submitted electronically in the Grant Manager web-based system for each fiscal year of the current grant period.
2. **Certification of Local Expenditures.** The Grantee shall certify the local expenditures entered in the (FPS) report via the Grant Manager web-based system for the previous fiscal year. The Chief Administrative Officer shall sign the certification electronically or in the format specified by the Department no later than March 1 of the current fiscal year. The Grantee shall adhere to all security protocols established by the Department.
3. **Independent Audit.** The Grantee shall submit, in a format specified by the department, the independent financial compliance audit prepared by an independent Certified Public Accountant for the previous fiscal year. The audit shall follow the General Grant Requirements of Sections VIII (F) and (G) and be submitted no later than March 1 of the current fiscal year.

B. Quarterly Reports.

1. The Grantee shall report the expenditure of all funds received through this grant on the *FPS Quarterly Expenditure Report* in the Grant Manager web-based system. Reports shall be submitted to the Department no later than December 31, March 31, June 30, and September 30 of the current fiscal year of the biennium, respectively. Funds may be temporarily suspended if an *FPS Quarterly Expenditure Report* is not received by the due date.
2. The Grantee shall report the expenditure of all State Aid Commitment Diversion funds on the *Program Expenditure Report*. Reports shall be submitted electronically in the TJJD Grant Manager system no later than January 1, April 1, July 1, and October 1 of the current fiscal year of the grant period. Funds may be temporarily suspended if a *Program Expenditure Report* is not submitted by the due date.

C. Monthly Reports. See Targeted Grant Requirements.

D. Other Periodic Reports. See Targeted Grant Requirements.

E. Budget Adjustments. The Grantee shall submit the *Budget Adjustment Request* [TJJD-FIS-304] to the Department for any adjustment to the original budget. The Grantee must receive written or electronic approval from the Department prior to expending the funds.

X. FINANCIAL MONITORING.

A. Annual Monitoring.

1. **Budget Review.** The grant funds will not be disbursed until a completed *Annual Budget Application* (located in the Grant Manager web-based system) for all applicable grants funded under the Contract is received and approved by the Department. The Department shall review all budgets for completeness, reasonableness, and accuracy. Incomplete or incorrect budgets may be returned to the Grantee for correction. Projected expenditures will be compared with actual expenditures from prior years and adjustments may be made to current allocations.
2. **Independent Audits.** The Department staff shall review annual independent audits for adherence to generally accepted auditing principles and to the Department's audit instructions. Incomplete or incorrect audits may be returned to the Grantee for correction.

B. Periodic Monitoring.

1. **On-Site Monitoring.** Grantee shall be subject to on-site financial monitoring by the Department at any time.

2. **Desk Audits.** The Department or its designee may monitor compliance of financial records by desk audits. Audits may be supplemented by phone interviews with financial staff in the juvenile probation department, county auditor's office, and county treasurer's office. Findings will result in a performance rating profile report or a Non-Compliance Citation Report (NCCR). Grantee shall ensure its agents comply with all requests for information during the course of the audit.
3. **Quarterly Reports.** The Department shall review all *FPS Quarterly Expenditure Reports* in the Grant Manager web-based system for completeness and reasonableness. The Department may request that the Grantee revise incorrect reports.
4. **Investigations and Special Audits.** The Grantee shall cooperate fully with the Department or its authorized designee in the conduct of an investigation or special audit arising out of any complaint, any financial or programmatic finding, and any abuse, neglect, or exploitation allegation, relating to the provision of juvenile probation services or occurring in a juvenile justice program or facility.

This space intentionally left blank.

APPENDIX I
EXPENDITURE GUIDELINES

- I. **Allowable and Unallowable Expenditure Guidelines.** This appendix contains general principles for determining allowable costs under all Department grants, except to the extent a requirement in a Targeted Grant conflicts with these Expenditure Guidelines, in which case the Targeted Grant requirement controls.

A. **Purpose and Scope.**

1. **Objectives.** These guidelines establish principles for determining the allowable costs incurred by the Grantee under grants, contracts, and other agreements with the Department utilizing state funding. The principles are for the purpose of cost determination and are not intended to identify the circumstances or dictate the extent of the Department's participation in the financing of a particular program or project.
2. **Policy Guides.** The application of these principles is based on the fundamental premises that:
 - a. the Grantee shall be responsible for the efficient and effective administration of the Contract through the application of sound management practices;
 - b. the Grantee shall assume responsibility for administering the grant funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Contract; and
 - c. each Grantee will have the primary responsibility for employing whatever form of organization and management techniques that may be necessary to assure proper and efficient administration of the Department's grants.

B. **Basic Guidelines.**

1. **Factors Affecting Allowable Costs.** To be allowable under a Department grant, costs shall be:
 - a. adequately documented;
 - b. necessary and reasonable for proper and efficient performance and administration;
 - c. authorized and not prohibited under state or local laws or regulations;
 - d. accorded consistent treatment. A cost may not be assigned to a Department grant as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to other awards as an indirect cost;
 - e. determined in accordance with Generally Accepted Accounting Principles (GAAP), except as otherwise provided for in this guideline; and
 - f. the net of all applicable credits.
2. **Reasonable Costs.** A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration shall be given to:
 - a. whether the cost is of a type generally recognized as ordinary and necessary for the operation of the performance of the grant;
 - b. the restraints or requirements imposed by such factors as: sound business practices; arm's length bargaining; federal, state, tribal, and other laws and regulations; and terms and conditions of the grant award;
 - c. market prices for comparable goods or services; and

- d. whether the Grantee acted with prudence in the circumstances considering the Grantee's responsibilities to the Department and the public at large.

3. **Applicable Credits.** Applicable credits refer to transactions that offset or reduce expense items allocable as direct or indirect costs to the Department's grants. Examples of such transactions include: purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds or rebates and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the Grantee relate to allowable costs, they shall be credited to the grant either as a cost reduction or cash refund, as appropriate.
4. **Expenditure Categories.** Unless restricted to certain allowable expenditures by the particular grant program from which funds were received, any funds received pursuant to a grant must be spent in the following categories, as defined in the grant: juvenile probation services, staff services, Youth Services, and Residential Services.

C. Direct Costs.

1. **General.** Direct costs are those that can be identified specifically with a particular final cost objective.
2. **Application.** Typical direct costs chargeable to the Department's grants are:
 - a. Compensation of employees for the time devoted and identified specifically for the performance of those grants;
 - b. Cost of materials acquired or consumed specifically for the purpose of those grants;
 - c. Equipment and other pre-approved capital expenditures;
 - d. Travel expenses incurred specifically to carry out the grant;
 - e. Youth Services as defined under Article III, Section 3.37 of the Contract; and
 - f. Residential Services as defined under Article III, Section 3.29 of the Contract.

- D. Guiding Principles for Determining Allowable or Unallowable Costs.** The following sections provide principles to be applied in determining if costs are allowable or unallowable. A particular item's exclusion from these sections shall not be construed as a determination that the excluded item is either allowable or unallowable. The determination of allowance in each case must be based on the treatment or standards provided for similar or related items of cost.

1. **Accounting.** The cost of establishing and maintaining accounting and/or other information systems is allowable.
2. **Advertising and Public Relations Costs.**
 - a. The term "advertising costs" means the costs of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television programs, direct mail, and exhibits.
 - b. The term "public relations" includes community relations and means those activities dedicated to maintaining the Grantee's image, or maintaining or promoting understanding and favorable relations with the community or any segment of the public.
 - c. Advertising costs are allowable only when incurred for the recruitment of juvenile probation department personnel, the procurement of goods and services, the disposal of surplus materials, and any other specific purpose necessary to meet the requirements of the Contract.
 - d. Public relations costs are allowable when:
 - i. incurred to communicate with the public and press pertaining to specific activities or accomplishments that result from performance of the Department grant; or

- ii. necessary to conduct general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of state contract or grant awards and financial matters.
- e. Unallowable advertising and public relations costs include the following:
 - i. all advertising and public relations costs other than as specified;
 - ii. except as otherwise permitted by these cost principles, costs of conventions, meetings, or other events related to other activities of the Grantee including:
 - (a) costs of displays, demonstrations, and exhibits;
 - (b) costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events;
 - (c) salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings;
 - (d) costs of promotional items and memorabilia, including models, gifts, and souvenirs; and
 - (e) costs of advertising and public relations designed solely to promote Grantee.
- 3. **Advisory Councils and Juvenile Boards.** Costs incurred by advisory councils or committees are unallowable, including:
 - a. meal expenses for juvenile board meetings;
 - b. expenditures of other local departments such as police, sheriff, prosecuting attorneys, and
 - c. in-kind services or payments given to or expenses of juvenile board members.
- 4. **Alcoholic Beverages.** Costs of alcoholic beverages are unallowable.
- 5. **Audit Services.** The costs of audits of grants are allowable provided that the audits are performed in accordance with generally accepted auditing standards, governmental auditing standards, and the Department's current audit requirements.
- 6. **Automatic Electronic Data Processing.** The cost of data processing services is allowable.
- 7. **Bad Debts.** Any losses arising from uncollectible accounts and other claims and related costs are unallowable.
- 8. **Bonding Costs.** Costs of bonding employees and officials, as required by the Contract, General Grant Requirements, or Targeted Grant Requirements, are allowable to the extent that such bonding is in accordance with sound business practice.
- 9. **Budgeting.** Costs incurred for the development, preparation, presentation, and execution of budgets are allowable.
- 10. **Communications.** Costs of telephone, mail, messenger, and similar communication services are allowable.
- 11. **Compensation for Personnel Services.**
 - a. **General.** Compensation for personnel services includes all remuneration, paid currently or accrued, for services rendered during the period of performance under the grant, including, without limitation, wages, salaries, and fringe benefits. The costs of such compensation are allowable to the extent that the total compensation for individual employees:
 - i. is reasonable for the services rendered and conforms to the established policy of the Grantee consistently applied to both Department and non-Department activities;

- ii. follows an appointment made in accordance with local government laws and rules and meets merit system or other requirements required by law, where applicable; and
 - iii. does not involve grant funds paid as wages or salaries to children receiving services from the Grantee.
- b. **Reasonableness.** Compensation for employees engaged in work on the grant will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the Grantee. In cases where the kinds of employees required for the grant are not found in the other activities of the Grantee, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the employing government competes for the kinds of employees involved.
- c. **Unallowable Costs.** Costs that are unallowable under other sections of these principles shall not be allowable under this section solely on the basis that they constitute personnel compensation.
- d. **Fringe Benefits.**
 - i. Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable to the extent that the benefits are reasonable and are required by law, the Grantee's employee agreement, or an established policy of the Grantee. The cost of fringe benefits in the form of: leave; employer contributions or expenses for social security, employee life, health, unemployment, longevity, and worker's compensation insurance; pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits shall be allocated to the grant and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to the grant and other activities.
 - ii. **Pension Plan Costs.** Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the Grantee.
 - iii. **Post-Retirement Health Benefits.** Post-retirement health benefits (PRHB) refers to costs of health insurance or health services not included in a pension plan for retirees and their spouses, dependents, and survivors. PRHB costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the Grantee.
- e. **Weapons and Firearms.** The purchase of weapons or other firearms proficiency training is allowable only for the benefit of eligible juvenile probation officers who have met the requirements established under the Department's administrative rules and other applicable law. The purchase of a weapon, firearm, ammunition or related supplies is unallowable.
- h. **Support of Salaries and Wages.** These standards regarding time distribution are in addition to the standards for payroll documentation.
 - i. Charges to a grant for salaries and wages will be based on payrolls documented in accordance with generally accepted practice of the Grantee and approved by a responsible official of the Grantee.
 - ii. No further documentation is required for the salaries and wages of employees who work in a single indirect cost activity.
 - iii. Where employees work on multiple activities or cost objectives, a distribution of their salaries or wages will be supported by personnel activity reports or equivalent documentation.
 - iv. Salaries and wages of employees used in meeting cost sharing or matching requirements of the grant must be supported in the same manner as those claimed as allowable costs under the grant.
- i. **Severance Pay.** Severance pay is unallowable.

- j. **Donated Services.**
- i. Donated or volunteer services may be furnished to the Grantee by professional and technical personnel, consultants, and other skilled and unskilled laborers. The value of these services is not reimbursable either as a direct or indirect cost. However, the value of donated services may be used to meet cost sharing or matching requirements.
 - ii. To the extent feasible, donated services will be supported by the same methods used by the Grantee to support the allocation of regular personnel services.
12. **Contingencies.** Contributions to a contingency reserve or any similar provision made for events, the occurrence of which cannot be foretold with certainty as to time or intensity or with an assurance of their happening, are unallowable.
13. **Contributions and Donations.** Contributions and donations, including cash, property, and services, by the Grantee to others are unallowable.
14. **Defense of Criminal and Civil Proceedings and Claims.** Costs incurred in defense of any civil or criminal fraud proceeding or similar proceeding are unallowable.
15. **Depreciation and Use Allowances.** Depreciation and use allowances are unallowable.
16. **Disbursing Service.** The cost of disbursing funds by the county auditor, treasurer, or other designated officer is allowable.
17. **Employee Morale, Health, and Welfare Costs.** The costs of health or first-aid clinics, infirmaries, recreational facilities, employee counseling services, employee information publications, and related expenses are allowable if incurred in accordance with the Grantee's policy. Income generated from any of these activities shall offset against expenses.
18. **Entertainment.** Costs of entertainment, including amusement, diversion, and social activities, and any costs directly associated with such activities (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.
19. **Equipment and Other Capital Expenditures.** Capital expenditures for equipment and other capital assets are unallowable except when specifically provided for within a grant or by Department approval. Items of equipment with an acquisition cost of less than \$8,000.00 are considered to be supplies and are allowable as direct costs of the grant without specific approval. As used in this section, the following terms have the meanings set forth below:
- a. **"Capital Expenditure"** means the cost of the asset, including the cost to put it in place. Capital expenditure for equipment means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Ancillary charges such as taxes, duty, protective in-transit insurance, freight, and installation may be included in, or excluded from, capital expenditure costs in accordance with the Grantee's regular accounting practices.
 - b. **"Equipment"** means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals the lesser of the capitalization level established by the Grantee for financial statement purposes or \$8,000.00.
 - c. **"Other Capital Assets"** means buildings, land, and improvements to buildings or land that materially increase their value or useful life.
20. **Fines and Penalties.** Fines, penalties, damages, and other settlements resulting from violations of, alleged violations of, or failure to comply with federal, state, local, or tribal laws and regulations are unallowable.
21. **Fund Raising and Investment Management Costs.** Costs of fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions, are unallowable regardless of the purpose for which the funds will be used.

- a. Costs of fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions, are unallowable regardless of the purpose for which the funds will be used.
 - b. Costs of investment counsel and staff and similar expenses incurred to enhance income from investments are unallowable.
22. **General Government Expenses.** The general costs of government are unallowable, including:
- a. salaries and other expenses of local governmental bodies, such as juvenile boards, county commissioners, city councils, and school boards, whether or not incurred for purposes of legislation or executive direction;
 - b. costs of the judiciary branch of a government;
 - c. costs of prosecutorial activities; and
 - d. other general types of government services normally provided to the general public, such as fire and police.
23. **Gifts or Awards for Employees.** Gifts or awards of recognition (i. e., plaques, gift certificates or meals) to employees not to exceed \$50 per employee per fiscal year are allowable.
24. **Gifts or Awards for Juveniles.** Gifts or awards for juveniles are unallowable.
25. **Idle Facilities.** The costs of idle facilities are unallowable.
26. **Insurance and Indemnification.** Costs of insurance in connection with the general conduct of activities are allowable, provided that the extent and cost of coverage are in accordance with the Grantee's policy and sound business practice.
27. **Interest.** Costs incurred for interest on borrowed capital or the use of a Grantee's own funds, however represented, are unallowable.
28. **Investment Counsel and Management Costs.** The costs of an investment counsel, staff, and similar expenses incurred to enhance income from investments are unallowable.
29. **Lobbying.** The cost of lobbying and associated activities is unallowable.
30. **Maintenance, Operations and Repairs.** The costs of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, necessary maintenance, normal repairs, and alterations are allowable.
31. **Materials and Supplies.** The cost of materials and supplies is allowable. Purchases should be charged at their actual prices after deducting all cash discounts, trade discounts, rebates, and allowances received. Withdrawals from general stores or stockrooms should be charged at cost under any recognized method of pricing, consistently applied. Incoming transportation charges are a proper part of materials and supply costs.
32. **Meals and Transportation.** Meals and transportation for a juvenile under supervision are allowable under the Youth Services category.
- a. Meals and transportation for the parents of a juvenile under supervision are unallowable.
 - b. Meals provided for meetings (i.e., juvenile board meetings, trainings or regional meetings) are unallowable.
33. **Memberships, Subscriptions, and Professional Activities.**
- a. Costs of the Grantee's employees' memberships in business, technical, and professional organizations are allowable.
 - b. Costs of the Grantee's subscriptions to business, professional, and technical periodicals are allowable.

- c. Costs of the Grantee's membership in civic, community, and social organizations are unallowable.
 - d. Costs of membership in organizations that compensate for lobbying are unallowable.
34. **Motor Pools.** The costs of a service organization that provides automobiles to local probation departments at a mileage or fixed rate and/or provides vehicle maintenance, inspection, and repair services are allowable.
 35. **Pre-Award Costs.** Pre-award costs are those incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or period of performance. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the prior written approval of the Department.
 36. **Prevention and Early Intervention Services.** Prevention and intervention services intended to prevent or intervene in at-risk behaviors that lead to delinquency, truancy, dropping out of school, or referral to the juvenile justice system are allowable.
 37. **Professional Service Costs.** Costs of professional and consultant services rendered by persons or organizations that are members of a particular profession or possess a special skill, except employees of the Grantee, are allowable when reasonable in relation to the services rendered.
 38. **Proposal Costs.** Costs of preparing proposals for potential Department grants are allowable.
 39. **Psychological/Psychiatric or Medical Evaluation Costs.** Psychological/psychiatric or medical evaluations for juveniles under the jurisdiction of the juvenile court are allowable under the Youth Services category. Psychological/psychiatric or medical evaluations for the parents of the juvenile under supervision are unallowable.
 40. **Publication and Printing Costs.** Publication costs, including the costs of printing, distributing, mailing, and general handling, are allowable.
 41. **Rearrangements and Alterations.** Costs incurred for ordinary and normal rearrangement and alteration of facilities are allowable.
 42. **Reconversion Costs.** Costs incurred in the restoration or rehabilitation of the Grantee's facilities to approximately the same condition existing immediately prior to commencement of the Department grants, less costs related to normal wear and tear, are unallowable.
 43. **Rental Costs.** Rental costs, including but not limited to vehicles and office space, are allowable to the extent that the rates are reasonable in light of such factors as rental costs of comparable property, if any; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the property leased.
 44. **Residential Placement Costs.** Residential Placement Costs are allowable subject to the following requirements:
 - a. **Pre-Adjudication Secure Detention Facilities.** Grant funds may be used to pay for all or part of the costs of the placement of a juvenile into any public or private pre-adjudication secure detention facility in the state of Texas, provided that the facility has been certified and registered in accordance with Texas Family Code Section 51.12. This includes a short-term secure detention facility (i.e., holdover).
 - b. **Post-Adjudication Secure Correctional Facilities.** Grant funds may be used to pay for all or part of the costs of the placement of a juvenile into any public or private post-adjudication secure correctional facility, provided that the facility has been certified and registered in accordance with Texas Family Code Section 51.125.
 - c. **Non-Secure Correctional Facilities.** Grant funds may be used to pay for all or part of the costs of the placement of a juvenile into any public or private non-secure correctional facility, provided that the facility has been certified and registered in accordance with Texas Family Code Section 51.126.
 - d. **Residential Child-Care Facility.** Grant funds may be used to pay for all or part of the costs of placement of a juvenile into a residential child-care facility in this state that is licensed by the Texas Department of Family and

Protective Services or other regulatory authority if said facility is required to possess such a license. Grant funds may be used to pay for all or part of the costs of a placement of a juvenile into a residential child-care facility if the facility is accredited in accordance with the provisions of Chapter 42, Subchapter E of the Human Resources Code regarding Accreditation of Child-Care Facilities and Child-Placing Agencies.

- e. **Out-of-State Residential Placement Facility.** Grant funds may be used to pay for all or part of the costs of placement of a juvenile into an out-of-state residential placement facility that is licensed, regulated, or certified by a governmental entity in the state where the facility is located.
45. **Services in Foreign Country.** The purchase of services to be provided in a foreign country is unallowable.
46. **State Aid Commitment Diversion Funds.** The following are unallowable costs:
- a. Salary increases or any costs associated with staff hired prior to September 1, 2009;
 - b. Costs associated with pre-adjudication detention;
 - c. Cost associated with pre-adjudication supervision or programs;
 - d. Services not associated with a community-based program or post-adjudication placement; and
 - e. Any expenditure which is not reasonable and necessary to implement the Commitment Reduction Program Plan.
47. **State Aid Mental Health Services Funds.** The following are unallowable costs:
- a. Equipment and services including payments to intended recipients of health services;
 - b. Cost of placement in pre-adjudication secure detention facilities or short-term secure detention facilities (i.e., holdover);
 - c. Cost of mental health services that do not meet the definition set out in the Contract;
 - d. Services associated with substance abuse treatment where the juvenile treated does not have a dual mental health diagnosis; and
 - e. Administrative costs or overhead not associated with mental health staff.
48. **Tobacco Products.** Grant funds expended for tobacco products are unallowable.
49. **Taxes.** Taxes that a Grantee is legally required to pay for allowable expenses under the Contract are allowable.
50. **Training.** The cost of employment-related training that is provided for employee development is allowable.
51. **Travel Costs.**
- a. **General.** Travel costs are allowable for expenses for transportation, lodging, subsistence, and related items (including parking fees) incurred by employees traveling on official business. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and results in charges consistent with those normally allowed in like circumstances in non-Department sponsored activities.
 - b. **Lodging and Subsistence.** Costs incurred by employees and officers for reasonable and necessary travel expenses required to fulfill the requirements of the Contract and the requirements of the grants administered by the Department, including lodging, meals, other subsistence and incidental expenses, and transportation, shall be reimbursed at rates either specified by the State of Texas in the General Appropriations Act or listed specified by the US General Services Administration (GSA) on its website: http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=portal/category/21287&utm_campaign=shortcuts. If reimbursement rates specified in the General Appropriations Act exceed those listed on the GSA website, Grantee may choose which rates to use. Grantee may set its own reimbursement rates, provided those rates do not exceed the rates specified in the General Appropriations Act.
 - c. **Commercial Air Travel.** Airfare costs in excess of the customary standard (i.e., coach or equivalent) airfare are unallowable except when such customary standard accommodations would require circuitous routing, require travel during unreasonable hours, excessively prolong travel, greatly increase the duration of the flight, result in increased cost that would offset transportation savings, or offer accommodations not reasonably adequate for the medical needs of the traveler. However, in order for

airfare costs in excess of the customary standard commercial airfare to be allowable (i.e., use of first-class airfare), the Grantee must justify and document on a case-by-case basis the applicable condition(s) set forth above.

- d. **Out-of-State Travel.** Costs for travel outside Texas or the United States are unallowable unless a *Request to Use TJJD Funds to Attend Out-of-State Training* [TJJD-CER-01-11] has been submitted by the Grantee and prior written approval of the trip and projected costs for such travel has been granted by the Department.
- e. **Lobbying.** Costs of travel for the purpose of lobbying and associated activities are unallowable.

This space intentionally left blank.

For the faithful performance of the terms of this Contract, the parties hereto, in their capacities as stated, execute this Contract, affix their signatures, and bind themselves.

THE STATE OF TEXAS, Acting By and Through the Texas Juvenile Justice Department

By: _____ Typed Name: David Reilly

Title: Executive Director Date: _____

GRANTEE, The Juvenile Board of DALLAS

County

By: _____ Typed Name: _____

(Juvenile Board Chairperson)

Title: _____ Date: _____

By: _____ Typed Name: _____

(Chief Administrative Officer)

Title: _____ Date: _____

By: _____ Typed Name: _____

(Fiscal Officer)

Title: _____ Date: _____

EXHIBIT "B"
JUVENILE BOARD RESOLUTION

STATE OF TEXAS

COUNTY OF

On this the _____ day of _____, 20____, a duly called and lawfully convened meeting of the Juvenile Board of
DALLAS County/Judicial District was held in the City of _____, pursuant to the Texas Open
Meetings Act. A quorum of the Members was present, to wit:

(Insert Names of Juvenile Board Members Present)

where, among other matters, came up for consideration and adoption the following Resolution:

Whereas, the Texas Juvenile Justice Department has made available and offered state financial assistance monies to assist local juvenile boards in the provision of juvenile probation services or the operation of a pre-adjudication secure detention facility, a short-term secure detention facility (i.e., holdover), a post-adjudication secure correctional facility, a non-secure correctional facility; and

Whereas, the Juvenile Board of DALLAS _____ County/Judicial District voluntarily wishes to participate in the
aforementioned state aid grants and agrees to the binding terms in this Contract and all documents which have been incorporated into this
Contract by reference; and

Whereas, the Juvenile Board believes that execution of the State Aid and Targeted Grant Contract for the fiscal 2016-2017 state
biennium will further the interests of juvenile justice in this county and are in support of this resolution; and

Whereas, the Texas Juvenile Justice Department has made available and offered state financial aid monies to assist local juvenile
boards in the implementation of the Progressive Sanctions Model; and

Whereas, the 84th Texas Legislature has appropriated state financial aid monies for community-based diversionary placements, programs
and services for juvenile offenders in order to reduce commitments to the Texas Juvenile Justice Department;

Therefore, Be It Resolved that the Juvenile Board of DALLAS _____ County/Judicial District does hereby formally
authorize and approve execution of the State Aid and Targeted Grant Contract for the 2016-2017 biennium.

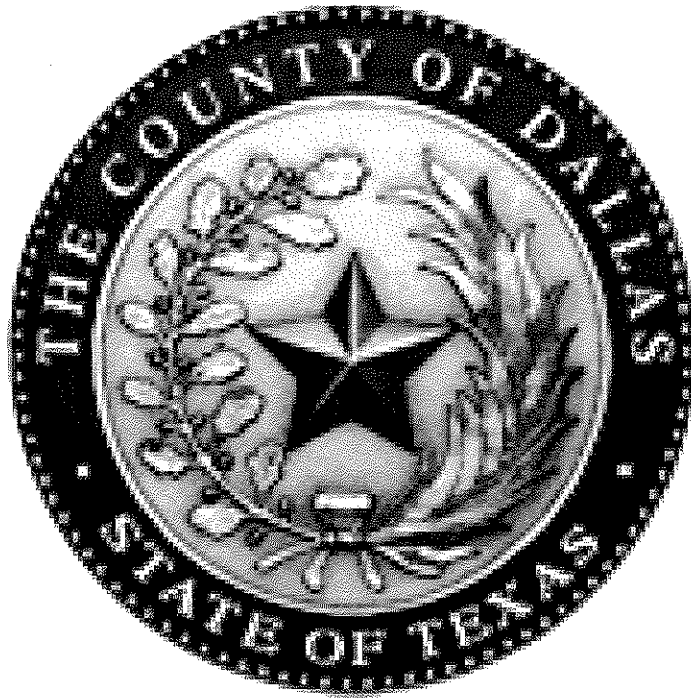
Further Be It Resolved that the current Juvenile Board Chairman, _____ and his/her duly-appointed successor
are hereby, authorized to sign this Resolution and any amendments pertaining to the State Aid and Targeted Grant Contract that may be
subsequently ratified as the act and deed of the Juvenile Board of DALLAS _____ County/Judicial District.

The foregoing Resolution was lawfully moved by _____, duly seconded by _____, and duly
adopted by the Juvenile Board on a vote of _____ members for the motion and _____ opposed.

Printed Name of Juvenile Board Chair

Signature of Juvenile Board Chair

Date Signed



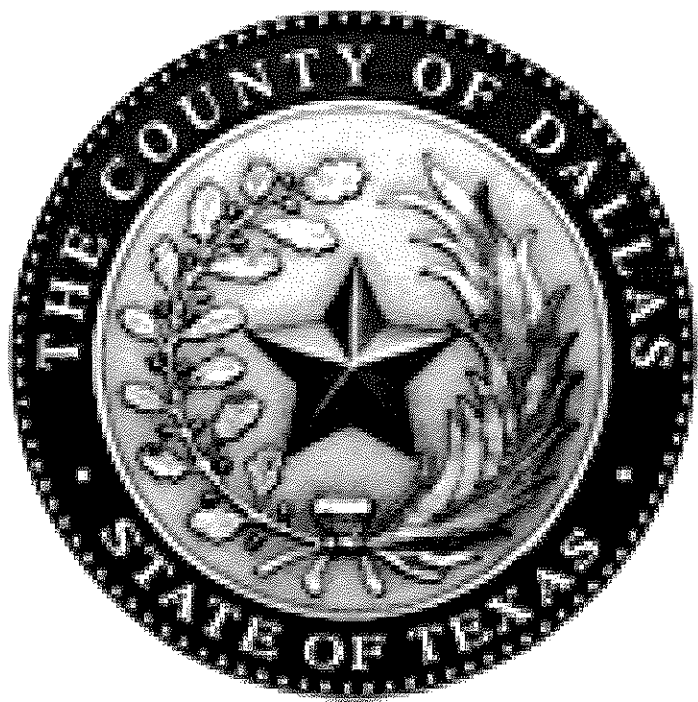
ACTION

ITEM

Q.

ACADEMY FOR ACADEMIC EXCELLENCE
AAE REPORT
JULY 2015

Summer school ended on July 17, 2015. During this month many things happened to help ensure a good start to the school year. In-service preparations were made. New teachers were interviewed and several referred to HR for further processing. Supplies were received and delivered to campuses. Administrators will return August 3, 2015 and teachers on August 10, 2015.



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: August 24, 2015
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Contract Renewal with Odysseyware and Academy for Academic Excellence

Background of Issue:

In August 2012, the Academy for Academic Excellence (AAE) Charter School began using Odysseyware, an online curriculum for public, charter and alternative schools. Odysseyware's learning management system is research based and offers proven core curriculum and assessments that are robust and targeted learning tools for teachers, administrators and students. This powerful learning curriculum has been used in a variety of instructional settings. The implementation of Odysseyware is ideal as a complete, stand-alone curriculum, or can be used for blended and flipped classrooms, alternative and special education, credit recovery, Response To Intervention (RTI), and much more. Core subjects include math, history and geography, science and language arts. Electives include Career Technical Education, business, fine arts, and health and world languages. AAE is requesting to purchase and continue to use this online curriculum for an additional three years using Instructional Materials Allotment (IMA) funds.

Impact on Operations and Maintenance:

The purchase of the Odysseyware program with enhancements including larger grade span of curriculum grades 3-12, customization of courses, facilitates credit recovery, remediation, self-paced instruction, engaging and timely – with links to videos and interactive content to enhance learning, will impact student achievement directly. Odysseyware offers a wide array of courses that fit perfectly into established Career & Technical Education (CTE) career clusters. The rigorous, media-rich CTE courseware prepares students for the workforce and post-secondary education.

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 Odysseyware contract has been submitted and approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Administrative Legal Advisor. Education Services attempted to secure quote(s) to support the purchase. Education Services secured quotes from similar vendors such as Novanet and Edmentum.

*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:

This information has been reviewed by Carmen Williams, Budget Supervisor. There will be no financial impact to the county as funds used for purchase will be from Instructional Materials Allotment (IMA) Funds. Financial terms will be paid in three fiscal years: FY'16, FY'17, and FY'18.

Year 1 – (2015-2016)	\$84,000
Year 2 – (2016-2017)	\$78,960
Year 3 – (2017-2018)	\$73,920
Onsite Training (2 days)	\$ 6,000

Performance Impact Measures:

Student improvement in overall grades, course percentage complete, credits earned, and/or credit recovery.

Project Schedule/Implementation:

The term of this contract shall be from September 1, 2015 to August 31, 2018.

Recommendation:

It is recommended that the Charter School Board approve the contract and the purchase of the Odysseyware online curriculum.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: August 24, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Academy for Academic Excellence Charter School Board of Dallas County, Texas, held on the 24th day of August, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

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

- WHEREAS,** in August 2012, the Academy for Academic Excellence (AAE) Charter School began using Odysseyware, an online curriculum for public, charter and alternative schools; and
- WHEREAS,** Odysseyware's learning management system is research based and offers proven core curriculum and assessments that are robust and targeted learning tools for teachers, administrators and students. This powerful learning curriculum has been used in a variety of instructional settings. The implementation of Odysseyware is ideal as a complete, stand-alone curriculum, or can be used for blended and flipped classrooms, alternative and special education, credit recovery, Response To Intervention (RTI), and much more. Core subjects include math, history and geography, science and language arts. Electives include Career Technical Education, business, fine arts, health and world languages; and
- WHEREAS,** AAE is requesting to purchase and continue to use this online curriculum for an additional three years (September 2015-August 2018) using Instructional Materials Allotment (IMA) funds; and
- WHEREAS,** there will be no financial impact to the county as funds used for purchase will be from Instructional Materials Allotment (IMA) Funds. Financial terms will be paid in three fiscal years FY'16, FY'17, and FY'18:
- | | |
|----------------------|----------|
| Year 1 – (2015-2016) | \$84,000 |
| Year 2 – (2016-2017) | \$78,960 |
| Year 3 – (2017-2018) | \$73,920 |
- Onsite Training (2 days) \$ 6,000; and
- WHEREAS,** this request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system; and

WHEREAS, the term of this contract shall be from September 1, 2015 to August 31, 2018 beginning with onset of the school year. Prior to the expiration of the Initial Term, either party may notify the other in writing of its desire to renew this agreement or renegotiate the terms as required. Any renewal is to be executed in the form of an amendment to the agreement extending the term of the contract.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approve the Contract Renewal between Odysseyware and the Academy for Academic Excellence (AAE).

DONE IN OPEN BOARD MEETING this 24th day of August, 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, President
Academy for Academic Excellence School Board

ODYSSEYWARE CONCURRENT LICENSE AGREEMENT

LICENSOR: Odysseyware, a division of Glynlyon, Inc., a Nevada Corporation
("Licensor") 300 North McKemy Avenue
Chandler, AZ 85226

LICENSEE:	Name:	Academy for Academic Excellence
("Licensee")	Street Address:	1673 Terre Colony Court
"Customer"	City/State/Zip:	Dallas, Texas 75212
	Phone:	(214) 689-5523
	Email:	

This license agreement ("Agreement") is hereby entered into this **3rd** day of **August, 2015** between "Licensor" and "Licensee" for the use of Licensor's proprietary Internet based learning management system and curriculum entitled Odysseyware® 2011 Release Version (Version 2.0) including academic core curriculum content for grades 3-12 (Social Studies/History, Science, Math, Language Arts), Electives, Placement Testing, CRx, Prescriptive and GED Prep Course, and all of its components including but not limited to data, software, technology, animation, photographs, graphic, audio and visual files, text, platform, documentation and any and all related materials (collectively hereinafter referred to as the "Application"). **This license agreement must be executed and returned to Licensor within sixty (60) days from the agreement date to continue access to licenses without interruption.** The parties agree that access to and use of the Application by the Licensee or its employees, teachers, agents, students or Authorized Users (as the term is defined below) is subject to the following terms and conditions set forth herein:

1. **TERM.** The duration of the License set forth in this Agreement and any one or more User Licenses granted pursuant to this Agreement is for **three years** commencing on **9/1/15** and ending on **8/31/18** (the "Initial Term"). Upon issuance by Licensor of an invoice for payment to extend or renew the License for an additional or renewal term of one year (or such other duration as stated in the invoice) and either: payment of such renewal license fees by Licensee; or, Licensee's continued accessing of and use of the Application, this Agreement shall be extended for a renewal term of one year (or such other duration if stated in the invoice) ("Renewal Term") to commence upon the expiration of the then in effect Initial Term or Renewal Term. The Initial Term and any Renewal Terms shall collectively be referred to as the "Term" as used herein.

2. **GRANT OF RIGHTS/LICENSE.** Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee a three-years, non-exclusive, non-transferable license to utilize the Application solely with Licensee's students, administrators, faculty and staff ("Authorized Users"), through one or more "User License(s)," as that term is further defined herein ("License"). The number of User Licenses granted is set forth in **Attachment "A."** Licensee shall not assign or sub-license any of its rights hereunder in any manner whatsoever without Licensor's prior written consent. Licensee shall have the right to access the Application via the Internet with the number of paid in full User Licenses stated on **Attachment "A."**

3. **USER LICENSES:**

a. A "User License" shall mean a license to access the Application via the Internet. A User License may be used by any number of Licensee's Authorized Users but each User License may not be used by more than one of Licensee's Authorized Users concurrently. The maximum number of Licensee's Authorized Users that may access and use the Application concurrently shall be no more than the number of concurrent User Licenses specified in **Attachment "A."**

b. Licensee may purchase individual courses for a student not utilizing a User License ("Single Course Student") upon payment of the per-course fee amount specified on the **Attachment "A."** Licensee may purchase only one (1) course for any Single Course Student and shall pay the per-course fee for any Single Course Student courses purchased in full in advance of Licensor granting access to the Single Course Student.

c. Each Authorized User and the User License is subject to the Privacy Policy Odysseyware posted at <http://www.Odysseyware.com> as may be amended, supplemented, changed, or terminated from time to time without notice. In the event of a conflict, the provisions of this Agreement shall supersede the Privacy Policy Odysseyware.

4. **FEES.** Licensee shall pay the Licensee Fees, User License Fees, Training Fees and other related fees as set forth in **Attachment "A"** contemporaneously with the execution of this Agreement for the Initial Term; and, for any Renewal Term, Licensee shall remit to Licensor the License Fees and such other fees as set forth in the Licensor's renewal invoice. Licensee shall remit full payment to Licensor for other fees upon receipt by Licensee of Licensor's invoice for such Other Fees or when such ancillary services or goods for which the other fees are incurred are delivered, whichever occurs first. Licensor retains the right to discontinue Licensee's access to or use of the Application, without prior notice to Licensee, if Licensee

fails to make any payment of fees or payments due to Licensor within thirty (30) days of when any such fees or payments are invoiced or due.

5. OWNERSHIP. The Application and all its associated materials are the solely-owned or legally licensed property of Licensor and under the terms of this Agreement the Application is licensed, not sold, to licensee. Licensee acknowledges and agrees that its rights are limited to a non-exclusive, non-transferable, limited license for use of the Application and any software programs or other proprietary material of third parties that are incorporated into the Application, according to the terms of this Agreement. Licensor reserves and retains all right, title, and interest (including but not limited to copyrights, patents, trademarks, and service marks and other intellectual property rights) in, to and associated with the Application including all rights to any and all derivative works that may result from the use of the Application by Licensee.

6. TRAINING. Licensor shall provide training to Licensee and its Authorized Users upon payment to Licensor the Training Fee. Any deficiency in training in terms of content, scope, or time devoted to the training, must be specified in detail by Licensee in writing to Licensor within sixty (60) calendar days after the completion of the training. Failure to submit such notice will be deemed an acceptance by Licensee of the training.

7. WARRANTIES AND REPRESENTATIONS. Licensee hereby warrants and represents that it shall:

- a. promptly and completely install, use, test and inspect the Application to ensure that it conforms with the agreed requirements in all material respects and shall promptly advise Licensor in writing of any non-conformity within one hundred twenty (120) days from the date that access to the Application is first provided.
- b. utilize the Application only as expressly provided for herein and shall not do any act or thing or fail to do any act or thing, or knowingly permit or allow any other person or entity to do any act or thing or fail to do any act or thing, that will harm or diminish Licensor's rights in and to the Application including, without limitation, the copyrights, trademarks or intellectual property therein or make copies of, nor distribute, nor permit any use of the Application, or any intellectual property related thereto and licensed hereby, other than as specifically authorized herein.
- c. not deem any intermittent lack of access to the Application or and/or periodic interruption of access to the Application, to be a material breach of any obligation of Licensor or breach of warranty, even if such interruption or lack of access occurs during Licensee's school hours or classes.
- d. not, nor permit or allow any other party to, reverse engineer or otherwise analyze, reconstruct, disassemble, or reproduce any portion of the Application in any way.
- e. furnish all computer and network hardware and software with adequate system configuration and maintenance and adequate internet service to operate the Application.

8. CUSTOMIZATION TOOL.

- a. Licensee acknowledges that Licensor may provide Licensee with access to an application allowing for the creation, modification, and deletion of portions of the Application and its related curriculum ("Customization Tool"). Licensee acknowledges and agrees that any and all content or material used, added, modified or created through or in connection with the Customization Tool ("Custom Content") shall be the sole and exclusive property of Licensor and Licensee for itself and its agents, employees and Authorized Users, hereby assigns, quit-claims and waives any and all rights to any Custom Content that may be created, shared or utilized in connection with the Application through the Customization Tool.
- b. Licensee shall not use, nor permit its staff, teachers, or students to use the Customization Tool in any manner that could infringe upon any proprietary rights of any party or that could defame, slander, or libel any party, or to add or provide access to any content that Licensor deems in its sole discretion to be harmful, threatening, unlawful, defamatory, infringing, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable, or otherwise violates any law of the United States or any other applicable jurisdiction.

9. TECHNICAL SUPPORT AND OPERABILITY. For the duration of the License, Licensor shall provide Licensee with technical support for the Application subject to Licensee's payment in full of any and all balances due to Licensor. The following issues are not covered by Licensor technical support under any circumstances, and Licensor shall not be responsible for any action or inaction by Licensee in reliance on any statements made on technical support matters identified as follows in subparagraphs 9a. – d., or any other subject matter outside the scope of the technical support provided by Licensor pursuant to this Agreement:

- a. Network issues including but not limited to internet service providers, online service providers, spyware, viruses, malware, faulty communications, etc.
- b. Hardware issues including but not limited to switched, hubs, modems, routers, firewalls, computers, etc.
- c. Infrastructure issues including but not limited to power, electrical, cable, internet connection, etc.
- d. Issues related to Licensee's use of third party software that are not caused by or related to the Application, as determined by Licensor in Licensor's sole discretion.
- e. Odysseyware understands the limitations of satellite and microwave internet connections and shall not be held responsible for intermittent connectivity with the use of these mediums.

10. DISCLAIMER.

- a. Licensor does not guarantee the operability of the Application with all operating systems or software. Licensor is not responsible for any hardware failure, operating system or software conflict, server or security issue, or any other condition compromising the operability of the Application or otherwise interfering with the Application's functioning.
- b. **THE APPLICATION IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. LICENSOR HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE APPLICATION, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.**
- c. **LICENSOR DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE CONTENT IS FREE OF ERROR OR THAT IT WILL MEET LICENSEE'S NEEDS OR REQUIREMENTS, THAT THE APPLICATION WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR THAT THE CONTENT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.**
- d. The disclaimers set forth in this Agreement supersede any and all oral or written statements, promises, information, advice, suggestions, demonstrations or recommendations given by Licensor, its representatives, dealers, distributors, agents, or employees. No statements that are not set forth expressly, specifically and unequivocally in this Agreement shall create a warranty or in any way increase the scope of this Agreement and Licensee may not rely on any such information, advice, suggestions, or recommendations.
- e. **LICENSOR HEREBY DISCLAIMS FOR ALL PURPOSES AND CIRCUMSTANCES ANY RESPONSIBILITY OR LIABILITY FOR USE OF THE CUSTOMIZATION TOOL.**

11. TERMINATION.

- a. This Agreement and all License(s) granted herein shall terminate upon: (1) expiration of the Term; (2) mutual written agreement of the Parties; or (3) notice of termination issued by a party due to a Default by the other party as described in Paragraph 12 herein.
- b. Upon termination, Licensee shall immediately pay to Licensor all amounts due. There are no refunds whether prorated or otherwise, shall be due Licensee.
- c. Upon termination, all rights granted to Licensee and Authorized Users shall automatically, immediately, and irrevocably revert to Licensor and the Licensee and Authorized Users, shall immediately discontinue any and all access to and use of the Application.
- d. Within thirty (30) days of termination, Licensee shall irrevocably and entirely delete, at Licensee's sole cost and expense, all Application components and materials, and any and all copies thereof, within Licensee's possession or control, in whatever form then existing, including translations or compilations, whether partial or complete, and whether or not modified or merged into other software. Licensor has the right to obtain upon request, within thirty (30) days of the termination of the license granted under this Agreement, a written statement made under oath by Licensee that all Application components and materials have been destroyed and deleted, including the person(s) responsible for the destruction and/or deletion, the date(s) on which it was completed, and written certification of said destruction and/or deletion.

12. DEFAULT. Upon a Default, the non-defaulting party may elect to terminate the remainder the Licenses granted hereunder prior to the expiration of the Term by issuing written notice of termination to the defaulting party. If Licensee is the defaulting party, Licensor may elect to suspend Licensee's access to the Application without immediately terminating the License. A "Default" of this Agreement will be deemed to have occurred if:

- a. Thirty (30) days after delivery of written notice of a material breach of this Agreement from the non-breaching party, if the party to whom written notice is given does not cure said breach within the thirty (30) days;
- b. Upon the second breach by Licensee of a payment obligation under this Agreement in any twelve (12) month period, if written notice of the breach was issued by Licensor upon the first breach, whether or not such breaches were cured within thirty (30) days of such notice; or
- c. Upon any violation by Licensee of Paragraph 7(b), 7(d), or 8(b) of this Agreement, the breach of any one of which shall be deemed for all purposes a non-curable breach.

13. ASSIGNMENT. Neither party may assign this Agreement, or any part thereof, without written permission from the other party, except for the unconditional right of Licensor to assign or otherwise transfer this Agreement to any affiliate or any person or entity acquiring ownership of a substantial portion of Licensor's business interests.

14. CONTROLLING LAW. This Agreement shall be governed by the laws of the State of Texas, the United States of America, and the County of Dallas. The Parties hereby agree that in any action arising from or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs.

15. CONTROVERSIES. The Parties hereby agree that as a condition precedent to any party initiating any lawsuit to assert a claim for monetary damages arising out of or relating to this Agreement, including the breach hereof, such party shall first initiate and participate in good faith in a mediation for no less than eight (8) hours and presided over by a mutually agreed upon mediator. The mediation fees shall be borne equally by the Parties. Upon fulfilling the mediation condition

precedent, a party may thereafter file suit in court for monetary relief. The requirement mediation as a condition precedent to a party to this Agreement filing any action for monetary damages shall not apply or be a condition precedent to any party seeking injunctive relief from any court of competent jurisdiction to issue such injunctive relief.

16. **LIMITATION OF LIABILITY.** LICENSOR, ITS SUBSIDIARIES, AFFILIATES, AND ASSIGNS, AND EACH OF THEIR DIRECTORS, OFFICERS, AGENTS, CONTRACTORS, PARTNERS, AND EMPLOYEES, SHALL NOT BE LIABLE TO LICENSEE, AUTHORIZED USERS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF FUNDS OR PROPERTY, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA, OR ANY OTHER HARDSHIP, DAMAGES, OR LOSSES ARISING OUT OF OR RELATED TO: THE USE OR INABILITY TO USE THE APPLICATION, HOWEVER CAUSED; UNAUTHORIZED OR ACCIDENTAL ACCESS TO OR ALTERATION OF DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY; OR ANY MATTER RELATING TO THE USE OF THE APPLICATION; **AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** LICENSOR'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY RECEIVED BY LICENSOR FROM LICENSEE.

17. **INDEMNIFICATION.** LICENSEE, DALLAS COUNTY, DALLAS COUNTY JUVENILE BOARD, AND DALLAS COUNTY COMMISSIONERS, ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNITEES") SHALL NOT BE LIABLE TO LICENSOR, 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: (A) CAUSED BY ANY ACT OR OMISSION OF LICENSOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR OF ANY OTHER PERSON ENTERING COUNTY PROPERTY BY EXPRESS OR IMPLIED INVITATION OF LICENSOR OR SUBCONTRACTOR; OR (B) OCCASIONED BY OR THROUGH ANY ACT OR OMISSION OF LICENSOR OR ITS SUBCONTRACTOR ON COUNTY PROPERTY OR OF ANY OTHER PERSONS WHOMSOEVER; OR (C) ARISING OUT OF THE USE OF COUNTY PROPERTY BY LICENSOR, ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ASSIGNS; OR (D) ARISING OUT OF ANY BREACH OR DEFAULT BY LICENSOR, 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 (E) OCCASIONED BY OR THROUGH COUNTY PROVIDED UTILITIES, COMPUTERS, SOFTWARE, FIRMWARE, HARDWARE OR ANY VIRUS OR SIMILAR RELATED ITEMS THAT MAY BE CONTRACTED BY LICENSOR THROUGH SUCH USE.

18. **WAIVER.** No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing signed and dated by the party claimed to have waived or consented. A waiver by either party of any term or condition shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof, nor a permanent modification of such provision or of this Agreement.

19. **NOTICE.** Any notice to any party shall be effective if delivered via certified or registered mail or via overnight traceable courier, such as Federal Express, to: (i) for the Licensee, the contact person at the address provided in the introductory paragraph of this Agreement; and (ii) for Licensor, to Legal Dept. at the address provided in the introductory paragraph of this Agreement, with a copy to Licensor via email at: legal@glynlyon.com.

20. **SURVIVAL.** The duties set forth in the following paragraphs shall survive termination of this Agreement: 7(b), 7(d), 15, 17, and 19.

21. **INSURANCE.** Within ten (10) days after the effective date of this Agreement, Licensor shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any services. Licensor shall, in the stated ten (10) day period, furnish to the Licensee 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 Licensee and authorized to do business in the State of Texas. Such insurance shall show Licensee as the certificate holder (general liability insurance). Coverage dates shall be inclusive of the term of the Agreement and each renewal period, if any. The following minimum insurance coverage is required:

a. **Commercial General Liability Insurance, including Contractual Liability Insurance.** Commercial General Liability Insurance coverage for the following: (i) Premises Operations; (ii) Independent Contractors or Consultants; (iii) Products/Completed Operations; (iv) Personal Injury; (v) Contractual Liability; (vi) Explosion, Collapse and Underground; (vii) Broad Form Property Damage, to include fire legal liability. Such insurance shall carry limits of One Hundred Thousand Dollars (\$100,000.00) for bodily injury and property damage per occurrence with a general aggregate of Three Hundred Thousand Dollars (\$300,000.00) and products and completed operations aggregate of One Hundred Thousand 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 Licensee.

b. Automotive Liability Insurance. Prior to using or causing to be used a motor vehicle or any other any other vehicle on Licensee property, Licenser shall obtain minimum automotive insurance applicable to the state of Texas either through its company or rental agent.

22. SOVEREIGN IMMUNITY. This Agreement is expressly made subject to Licensee'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 Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties have by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

23. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding its subject matter, and there are no other promises or conditions in any other agreement whether oral or written concerning said subject matter. This Agreement supersedes any prior written or oral agreements between the parties regarding such subject matter.

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

GLYNLYON, Inc.	Academy for Academic Excellence ("Licensee"/Customer")
By:	By:
Title:	Title:
Printed Name:	Printed Name:
Date:	Date:

APPROVED AS TO FORM:

BY: _____
Denika Caruthers
Administrative Legal Advisor
Dallas County Juvenile Justice Department

LICENSE AGREEMENT ATTACHMENT "A"

Odysseyware Online License and Content Specifications

Customer Information

School Name:	Academy for Academic Excellence		Title: Dean of Students
Contact Name:	Ardis McCann		
Address:	1673 Terre Colony Court		
	Dallas, Texas 75212		
Phone:	(214) 689-5523	Alt. Phone:	Fax:
Email:	ardis.l.mccann@dallascounty.org		

Content Specifications

Software Version: 2.0

Odysseyware Curriculum

- ☐ Concurrent User License(s)
- ☐ E-Cash
- ☐ Per Course Per Student
- ☐ Select ES Concurrent License(s)
- ☐ Select MS Concurrent License(s)
- ☐ Select HS Concurrent License(s)
- ☐ Site License(s)
- ☒ Student License(s)
- ☐ Pilot License(s)
- ☐ Summer School License(s)

Professional Development & Training Options

☐ Expedite Fee (On-Site Only)

Training Packages

- ☐ INITIAL IMPLEMENTATION WEBINAR
- ☐ INITIAL IMPLEMENTATION BLENDED (Webinar & Onsite)
- ☐ ODYSSEYWARE FLEX PACKAGE
- ☒ CUSTOMIZED ONSITE
- ☐ CUSTOM PACKAGE
- ☐ ADDITIONAL WEBINAR HOURS
- ☐ ADDITIONAL ONSITE DAYS
- ☐ PROFESSIONAL DEVELOPMENT

Assessment Tool Curriculum

- ☐ Common Core Assessment Remediation Tool
- ☐ Assessment Remediation Tool

Training Modules:

- ☐ Webinar
- ☐ On-Site

License Fee Calculation

<u>120</u>	Number of Licenses
\$ <u>700</u>	Price per License
\$ <u>84,000</u>	Total for Licenses
\$ <u> </u>	E-Cash
\$ <u>6,000</u>	Training Packages
\$ <u> </u>	Training Modules
\$ <u> </u>	Other/Misc.
\$ <u>90,000</u>	TOTAL FEES

Term: _____ Licenses Effective: 9/1/15 Through: 8/31/16

Year 1 of a 3 year Multi-year License Agreement being billed annually.

For Multi-year License Agreements paid annually, if the number of licenses decreases in the subsequent year, pricing will be renegotiated for those subsequent years.



SMARTER
ONLINE LEARNING.

300 N. McKemy Avenue, Chandler, AZ 85226

P: (877) 795-8904 F: (480) 907-2584

License Quote

Curriculum for the 2015 / 2016 school year

Educational Specialist:

Email:

Phone:

Date:

Julia Long

jklong@odysseyware.com

281-414-0977

Contract Info:

Billing Info:

School: Academy for Academic Excellence

School: _____

Contact: Ardis McCann

Contact: _____

Title: Dean of Students

Title: _____

Phone: (214) 6376136

Phone: _____

Fax: _____

Fax: _____

Email: ardis.l.mccann@dallascounty.org

Email: _____

Address: 1673 Terre Colony Ct

Address: _____

Address: Dallas, TX

Address: _____

City State Zip

City State Zip

OW

Main Admin: _____

Phone: _____

Email: _____

LICENSES & RENEWALS

Qty	License Type	Product	Unit Price	Line Total
120	Concurrent	Odysseyware	\$ 700.00	\$ 84,000.00
120	Concurrent	Odysseyware	\$ 658.00	\$ 78,960.00
120	Concurrent	Odysseyware	\$ 616.00	\$ 73,920.00
			Subtotal	\$ 236,880.00

IMPLEMENTATION AND PROFESSIONAL DEVELOPMENT

1	Additional Onsite Days (T10022)	\$ 6,000.00	\$ 6,000.00
-			\$ 0.00
-			\$ 0.00

Requested Training Date 1: _____ Requested Training Date 2: _____ Subtotal \$ 6,000.00

Training Contact: _____ Phone: _____ Email: _____

GRAND TOTAL

Subtotal	\$ 242,880.00
State Tax (if applicable)	
Tax Amount	\$ 0.00
Grand Total	\$ 242,880.00

COMMENTS/NOTES

The quote is valid for 30 days. Total may be adjusted as necessary to reflect applicable state and local taxes.

* For the non-binding Letter of Intent only: While this letter shall not constitute a legally binding license, it is an expression of the intent of both to work towards formalizing a legally binding agreement.

OW
Approval: Julia Long

Digitally signed by Julia Long
DN: cn=Julia Long, o=Odysseyware, ou=Odysseyware
Education Representative,
email=jklong@odysseyware.com, c=US
Date: 2015.07.21 12:30:07 -0500

School

Signature: _____

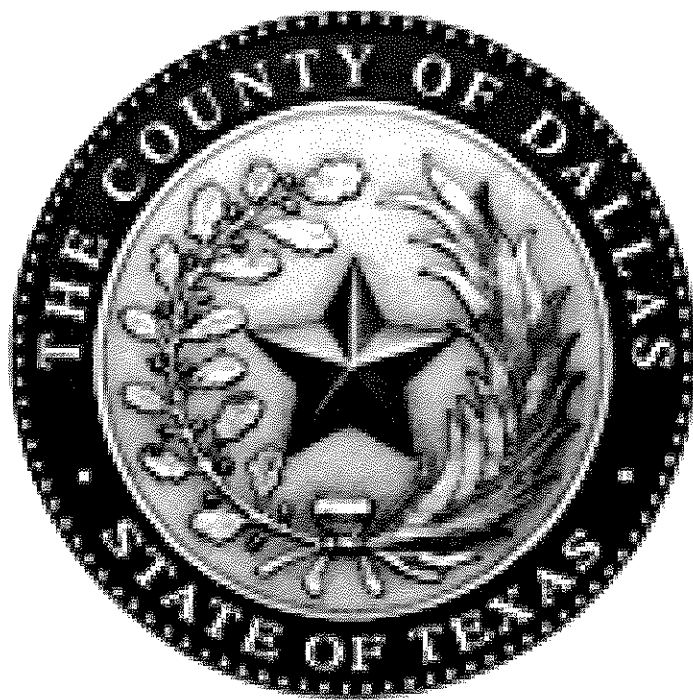
Date: _____

Tax: AZ-.078, CT-.01, GA-.07, IL-.0625, MI-.06, NC-.07, ND-.07, NE-.07, NJ-.07, NM-.07, PA-.06, TX-.0625, UT-.07, VA-.053, WA-.09

Instructional Materials Allotment (IMA)
2016–2017 Biennium (School Years 2015–2016 and 2016–2017)

CDN	District Name	Total Enrollment*	Bilingual Enrollment*	FY 2016–2017 Regular IMA	FY 2016 All IMA	FY 2016 Total IMA
057816	A W BROWN-FELLOWSHIP LEADERSHIP ACADEMY	2,152		\$ 423,922.65	\$ -	\$ 423,922.65
057829	A+ ACADEMY	975	301	\$ 192,065.33	\$ 5,884.92	\$ 197,950.25
109901	ABBOTT ISD	264		\$ 52,005.38	\$ -	\$ 52,005.38
095901	ABERNATHY ISD	779		\$ 153,455.27	\$ -	\$ 153,455.27
221901	ABILENE ISD	17,324	146	\$ 3,412,656.13	\$ 2,854.48	\$ 3,415,510.61
057814	ACADEMY FOR ACADEMIC EXCELLENCE	506		\$ 99,676.98	\$ -	\$ 99,676.98
014901	ACADEMY ISD	1,364		\$ 268,694.47	\$ -	\$ 268,694.47
101810	ACADEMY OF ACCELERATED LEARNING INC	747	314	\$ 147,151.59	\$ 6,139.09	\$ 153,290.68
057810	ACADEMY OF DALLAS	644		\$ 126,861.61	\$ -	\$ 126,861.61
101849	ACCELERATED INTERMEDIATE ACADEMY	254		\$ 50,035.48	\$ -	\$ 50,035.48
180903	ADRIAN ISD	117		\$ 23,047.84	\$ -	\$ 23,047.84
057806	ADVANTAGE ACADEMY	1,633	30	\$ 321,684.80	\$ 586.54	\$ 322,271.34
178901	AGUA DULCE ISD	397		\$ 78,205.06	\$ -	\$ 78,205.06
015901	ALAMO HEIGHTS ISD	4,763	203	\$ 938,263.75	\$ 3,968.90	\$ 942,232.65
250906	ALBA-GOLDEN ISD	854		\$ 168,229.53	\$ -	\$ 168,229.53
209901	ALBANY ISD	488		\$ 96,131.16	\$ -	\$ 96,131.16
101902	ALDINE ISD	69,716	15,645	\$ 13,733,360.37	\$ 305,879.12	\$ 14,039,239.49
184907	ALEDO ISD	5,037		\$ 992,239.03	\$ -	\$ 992,239.03
125901	ALICE ISD	5,245	121	\$ 1,033,212.97	\$ 2,365.70	\$ 1,035,578.67
101903	ALIEF ISD	47,202	9,789	\$ 9,298,325.72	\$ 191,387.07	\$ 9,489,712.79
101815	ALIEF MONTESSORI COMMUNITY SCHOOL	296		\$ 58,309.06	\$ -	\$ 58,309.06
043901	ALLEN ISD	20,663	255	\$ 4,070,406.01	\$ 4,985.57	\$ 4,075,391.58
057832	ALPHA CHARTER SCHOOL	157		\$ 30,927.44	\$ -	\$ 30,927.44
022901	ALPINE ISD	1,013		\$ 199,550.95	\$ -	\$ 199,550.95
037901	ALTO ISD	646		\$ 127,255.59	\$ -	\$ 127,255.59
126901	ALVARADO ISD	3,498	247	\$ 689,071.30	\$ 4,829.16	\$ 693,900.46
020901	ALVIN ISD	20,866	1,791	\$ 4,110,394.99	\$ 35,016.27	\$ 4,145,411.26
249901	ALVORD ISD	692		\$ 136,317.13	\$ -	\$ 136,317.13
188901	AMARILLO ISD	33,576	1,568	\$ 6,614,138.90	\$ 30,656.34	\$ 6,644,795.24
084804	AMBASSADORS PREPARATORY ACADEMY	308		\$ 60,672.94	\$ -	\$ 60,672.94
140901	AMHERST ISD	160		\$ 31,518.41	\$ -	\$ 31,518.41
101819	AMIGOS POR VIDA-FRIENDS FOR LIFE PUBLIC CHARTER SCHOOL	500	387	\$ 98,495.04	\$ 7,566.33	\$ 106,061.37
036901	ANAHUAC ISD	1,222		\$ 240,721.88	\$ -	\$ 240,721.88
093901	ANDERSON-SHIRO CISD	823		\$ 162,122.84	\$ -	\$ 162,122.84
002901	ANDREWS ISD	4,015	428	\$ 790,915.17	\$ 8,367.93	\$ 799,283.10

* Enrollment is taken from fall 2014 PEIMS data.



ACTION ITEM S.



**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: August 24, 2015
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Faronics: Deep Freeze Licenses for Academy of Academic Excellence

Background of Issue:

As part of the Charter's IT security plan (see attachment), the Academy of Academy of Academic Excellence (AAE) along with Richard Ballard, Assistant Chief of Dallas County IT developed a plan to prevent computers from straying from their baseline configurations. As in previous years, Deep Freeze was recommended to protect the core operating system and configuration files on a work station or server by restoring a computer back to its original configuration each time the computer is rebooted.

Impact on Operations and Maintenance:

Because Deep Freeze can protect a computer from harmful malware as well as keep the original configuration of the computer, this ensures that the youth cannot harm the computer and will be able to access the appropriate web sites for learning. This is one part of the County Juvenile PC Security Remediation which is attached.

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 agreement has been approved by Ms. Denika Caruthers, Dallas County Juvenile Administrative Legal Advisor.

Financial Impact/Considerations:

AAE's cost for the County Juvenile PC Security Remediation (Deep Freeze through Faronics) will not exceed \$6,894.45. Information has been reviewed by Budget Supervisor, Carmen Williams.

Performance Impact Measures:

The number of reported breeches of security by the youth will lessen as a result of the use of the Deep Freeze software.

Project Schedule/Implementation:

The IT Security implementation plan has already begun. Deep Freeze when approved by the Juvenile Board will be purchased.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Purchase of Deep Freeze through Faronics so that our computer security plan can be preventative and strong.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: August 24, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Academy for Academic Excellence Charter School Board of Dallas County, Texas, held on the 24th day of August, 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,** as part of the Charter's IT security plan (see attachment), the Academy of Academy of Academic Excellence along with Richard Ballard, Assistant Chief of Dallas County IT developed a plan. As in previous years, Deep Freeze was recommended to protect the core operating system and configuration files on a work station or server by restoring a computer back to its original configuration each time the computer is rebooted; and
- WHEREAS,** because Deep Freeze can protect a computer from harmful malware as well as keep the original configuration of the computer, this ensures that the youth cannot harm the computer and will be able to access the appropriate web sites for learning. This is one part of the County Juvenile PC Security Remediation which is attached; and
- WHEREAS,** this year's reoccurring expense is \$6,894.45 which was listed in the budget that was approved on June 22, 2015. It will be paid from State Aid; and
- WHEREAS,** the number of reported breeches of security by the youth will lessen as a result of the use of the Deep Freeze software; and
- WHEREAS,** the IT Security implementation plan has already begun. Deep Freeze when approved by the Charter School Board will be purchased; 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 Charter School Board approve the Purchase of Deep Freeze through Faronics so that our computer security plan can be preventative and strong.

DONE IN OPEN BOARD MEETING this 24th day of August, 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, President
Academy for Academic Excellence School Board

ID		Task Mode	Task Name	Start	Finish	Resource Names	% Complete	Jun 28, '15
								S M
1			County Juvenile PC Security Remediation	Tue 6/30/15	Tue 9/8/15		33%	
2								
3			Phase I. (Due Dilligence)	Tue 6/30/15	Tue 9/8/15		78%	
4	✓		Briefing of Qnet desktop resource to image 176 PC's	Tue 6/30/15	Tue 6/30/15	Richard B.	100%	
5			Briefing of additional 135 needed Deep Freeze licenses	Tue 8/4/15	Tue 9/8/15	Juvenile Dept.	50%	
6	✓		Briefing of current Deep Freeze maintenance	Tue 8/4/15	Tue 8/4/15	Richard B.	100%	
7								
8	✓		Creation of Juvenile PC application inventory list	Wed 7/1/15	Fri 7/10/15	Kim B.	100%	
9	✓		Documenting Juvenile PC local security policy list	Wed 7/1/15	Fri 7/10/15	Kim B.	100%	
10	✓		Review of current Juvnile PC local security policy list	Mon 7/13/15	Thu 7/16/15	Aaron R.	100%	
11	✓		Modification of Juvenile PC local security policy list	Thu 7/16/15	Mon 7/20/15	Aaron R.	100%	
12	✓		Sign-off of Juvenile PC local security policy list	Tue 7/21/15	Tue 7/21/15	Aaron R.	100%	
13								
14	✓		Creation of Juvenile PC "end user security policy"	Fri 7/10/15	Thu 7/16/15	Aaron R.	100%	
15	✓		Publishing of Juvenile PC "end user security policy"	Fri 7/17/15	Tue 7/21/15	Kim B.	100%	
16			Sign-off on Juvenile PC "end user security policy"	Wed 7/22/15	Wed 7/22/15	Juvenile Dept.	50%	
17								
18			Phase II. (Non-Production Deployment)	Wed 7/22/15	Fri 8/7/15		2%	
19			Creation of Juvenile student PC image	Wed 7/22/15	Fri 7/24/15	Desktop	10%	
20			Testing of Juvenile student PC image	Mon 7/27/15	Wed 7/29/15	Kim B.	0%	
21			Finalization of Juvenile student PC image		Thu 7/30/15	Desktop	0%	
22			Creation of Juvenile student golden\master PC image	Thu 7/30/15	Fri 7/31/15	Desktop	0%	
23								
24			Creation of Juvenile teacher PC image	Wed 7/22/15	Fri 7/24/15	Desktop	10%	
25			Testing of Juvenile teacher PC image	Mon 7/27/15	Wed 7/29/15	Kim B.	0%	

Project: Juvenile Security Remedi Date: Thu 7/23/15	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

ID	Task Mode	Task Name	Start	Finish	Resource Names	% Complete	Jun 28, '15
26		Finalization of Juvenile teacher PC image		Thu 7/30/15	Desktop	0%	S M
27		Creation of Juvenile teacher golden\master PC image	Thu 7/30/15	Fri 7/31/15	Desktop	0%	
28							
29		Deployment of Deep Freeze Central Server hardware	Wed 7/22/15	Fri 7/31/15	IT Operations	0%	
30		Configuration of Deep Freeze Central Server application	Mon 8/3/15	Wed 8/5/15	Kim B.	0%	
31		Testing of Deep Freeze Central Server application	Wed 8/5/15	Fri 8/7/15	Kim B.	0%	
32							
33		Phase III. (Production Deployment)	Mon 8/3/15	Wed 8/26/15		0%	
34		Imaging of 176 Juvenile PC's (student\teacher)	Mon 8/3/15	Tue 8/25/15	Desktop	0%	
35		Deployment of Deep Freeze clients (176 PC's)	Mon 8/10/15	Tue 8/25/15	Kim B.	0%	
36		Deployment of McAfee clients (176 PC's)	Mon 8/3/15	Tue 8/25/15	IT Operations	0%	
37		Completion of County Juvenile PC security initiative		Wed 8/26/15		0%	

Project: Juvenile Security Remedi Date: Thu 7/23/15	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GHNL558	1507318	7/8/2015

BILL TO:
DALLAS COUNTY PURCHASING
DEPT
509 MAIN ST STE 407

SHIP TO:
DALLAS COUNTY
Attention To: DWIGHT ADWELL
509 MAIN ST FL 6
DATA SERVICES

Accounts Payable
DALLAS , TX 75202-3548

DALLAS , TX 75202-3521
Contact: RICHARD
BALLARD 214.653.7810

Customer Phone #

Customer P.O. # (135) DEEP FREEZE LIC

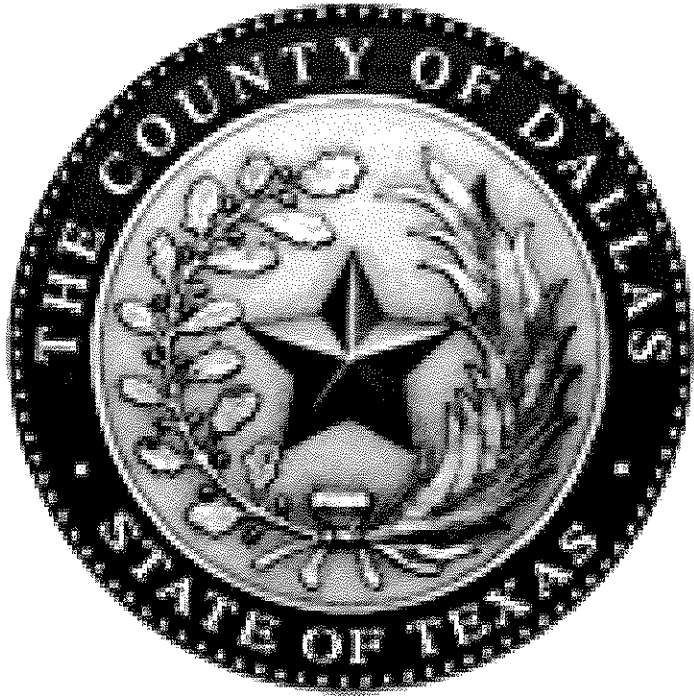
ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
DANIELLE GUIDRY 866.579.6342		DROP SHIP-GROUND	Net 30 Days-Govt State/Local	GOVT-EXEMPT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
135	2694880	FARONICS DEEP FREEZE PERP LIC 100+ Mfg#: DFE0NA1PL0E06SN Contract: National IPA Technology Solutions 130733	42.56	5,745.60
135	2694883	FARONICS DEEP FREEZE MNT 1Y 100+ Mfg#: DFE0NA1MA1E06SN Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	8.51	1,148.85
SUBTOTAL				6,894.45
FREIGHT				0.00
TAX				0.00
				US Currency
TOTAL				6,894.45

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.752.3543

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager.



ACTION

ITEM

T.



**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: August 24, 2015
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: ESPED.com, Inc. Contract for 2015-2016 School Year

Background of Issue:

The Academy for Academic Excellence (AAE) Charter School Board approved the 2015-2016 budget on June 22, 2015. In the Board order, information to purchase a case management system to assist with scheduling of Admission Review and Dismissal (ARD) meetings was detailed. The purpose of this brief is to approve the User Agreement between the Academy for Academic Excellence Charter Schools and ESPED as the provider for the case management systems for ARD's.

Impact on Operations and Maintenance:

As an Open-enrollment Charter School, the Academy for Academic Excellence is required to identify and process students who meet criteria for Special Education Services. The ESPED case management system is currently used district wide within our special education department. ESPED allows Admission, Review, and Dismissal (ARD) meetings to be run more efficiently and effectively and serves as backup if there is ever an issue with lost or damaged file folders/records. The case management system allows special education teachers to prepare for ARD meetings and produce the necessary reports required by the Texas Education Agency (TEA). In addition, use of the case management system allows for greater organization and less errors when it comes to staying within State and Federal compliance.

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 agreement has been approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Administrative Legal Advisor.

Financial Impact/Considerations:

Cost for this service is calculated every three years based on the number of special education students we reported on our snapshot date (last Friday of October) for the 2014-2015 school year. While the per-student cost was previously \$30.00, ESPED has reduced their rate to \$26.50 per student. Based on last year's snapshot total of 137, our fee for this year and next year will continue to be calculated by multiplying the rate of \$26.50 by the snapshot number (137), which totals \$3,630.50 for this contract year. This information has been reviewed by Carmen Williams, Budget Supervisor.

Performance Impact Measures:

The use of the ESPED software will assure that the Academy for Academic Excellence is in compliance with all components of the Annual Review Dismissal meeting that is mandatory for all students identified as requiring Special Education Services.

Project Schedule/Implementation:

The project year is from September 1, 2015 to August 31, 2016.

Recommendation:

It is recommended that the Academy for Academic Excellence School Board approve the User Agreement between the Academy for Academic Excellence Schools and ESPED and to authorize the Charter School Board President to sign the User Agreement on behalf of the Charter School Board.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: August 24, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Academy for Academic Excellence Charter School Board of Dallas County, Texas, held on the 24th day of August, 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 Academy for Academic Excellence (AAE) Charter School Board approved the 2015-2016 budget on June 22, 2015. In the Board order, information to purchase a case management system to assist with scheduling of Admission Review and Dismissal (ARD) meetings was detailed. The purpose of this order is to approve the User Agreement between the Academy for Academic Excellence Charter Schools and the Esped.com, Inc. as the provider for the case management systems; and

WHEREAS, as an Open-enrollment Charter School, the Academy for Academic Excellence is required to identify and process students who meet criteria for Special Education Services. The ESPED case management system is currently used district wide within our special education department. ESPED allows Admission, Review, and Dismissal (ARD) meetings to be run more efficiently and effectively and serves as backup if there is ever an issue with lost or damaged file folders/records. The case management system allows special education teachers to prepare for ARD meetings and produce the necessary reports required by the Texas Education Agency (TEA). In addition, use of the case management system allows for greater organization and less errors when it comes to staying within State and Federal compliance; and

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

WHEREAS, the agreement has been approved as to form by the Dallas County Juvenile Department Administrative Legal Advisor, Denika Caruthers. The agreement is attached; and

WHEREAS, cost for this service is calculated every three years based on the number of special education students we reported on our snapshot date (last Friday of October) for the 2014-2015 school

year. While the per-student cost was previously \$30.00, ESPED has reduced their rate to \$26.50 per student. Based on last year's snapshot total of 137, our fee for this year and next year will continue to be calculated by multiplying the rate of \$26.50 by the snapshot number (137), which totals \$3630.50 for this contract year. The expenditure has been approved by Ms. Williams, Budget Supervisor; and

WHEREAS, the use of the ESPED software will assure that the Academy for Academic Excellence is in compliance with all components of the Annual Review Dismissal meeting that is mandatory for all students identified as requiring Special Education Service; and

WHEREAS, the project year is from September 1, 2015 to August 31, 2016.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approve the User Agreement between the Academy for Academic Excellence Schools and ESPED to authorize the Charter School Board President to sign the User Agreement on behalf of the Charter School Board.

DONE IN OPEN BOARD MEETING this 24th day of August, 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, President
Academy for Academic Excellence School Board



esped.com Application Subscription Services Agreement

THIS AGREEMENT (the "Agreement") is entered into between esped.com, Inc., with offices at 8 Riverside Drive, Andover, MA 01810 ("esped") and Dallas County, Texas ("Customer"), a government entity, with its principle place of business located at Dallas County Administration Building, 411 Elm Street, Dallas, TX, on the following terms and conditions:

1. Agreement

(a) Generally. This Agreement governs Customer's relationship with esped as well as its (and its Authorized User's) use of esped.com's Online Services. The Agreement is comprised of the provisions that follow and any additional or different terms that may from time to time be implemented under Subsection (b) ("Changes to Agreement") by esped.

(b) Changes to Agreement. esped may change or add provisions to this Agreement from time to time in its sole discretion by publishing a notice in the Online Services. All changes are effective upon publication. Customer's continued use of Online Services after the effective date of any amendment to this Agreement will constitute Customer's acceptance of the amendment. If Customer does not agree with a proposed change, Customer may exercise Customer's termination rights under Section 10 ("Term & Termination").

2. Online Services

(a) Generally. esped will make available to Customer certain application services listed in Schedule A ("Price and Term for Online Services"). Customer may also purchase additional services from esped upon mutual agreement of the parties and which shall be set forth on separate schedules and attached hereto from time to time. For purposes of this Agreement, all features, access privileges, application services, including all optional or enhanced services, and any additional services purchased by the Customer and set forth on schedules attached hereto from time to time, shall be collectively referred to as Online Services ("Online Services"). esped may in its sole discretion upgrade, change, add, suspend or discontinue any Online Service(s) at any time.

(b) Third Party Interaction. Customer and its Authorized User's may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party advertisers or sponsors showing their goods and/or services through Online Services. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between Customer, its Authorized Users and the applicable third party. esped is not a party to any transaction between Customer and any third party selling goods and/or services through the Online Services. esped shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between Customer, its Authorized Users and any such third party. ESPED DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING GOODS OR SERVICES CUSTOMER PURCHASES OR OBTAINS FROM THIRD PARTY SUPPLIERS. CUSTOMER AGREES TO LOOK SOLELY TO THIRD PARTY SUPPLIERS FOR ALL CLAIMS REGARDING SUCH GOODS OR SERVICES.

3. Access to Online Services

(a) Remote Access Software. Customer may access Online Services through any third party software that meets the compatibility requirements from time to time published by esped. Customer assumes all risk for ensuring the ongoing compatibility of third party software with the Online Services.

(b) Remote Access Equipment. Customer is responsible at Customer's own expense to obtain, install, configure and maintain equipment to access and use the Online Services. Customer assumes all risk for ensuring the ongoing compatibility of remote access equipment with the Online Services.

(c) Telecommunications. Customer will access the Online Services through the Internet. Customer is solely responsible for the cost, installation, performance, integrity, maintenance and integration of its Internet connection.

(d) Customer Support. esped shall provide Customer with e-mail and telephone technical support as part of this agreement. esped shall not provide any user training unless contracted for such services.

4. Use of Online Services

(a) Authorized Users. Customer agrees Online Services will be used only by Customer's own employees and agents (Authorized Users) for the beneficial purposes described in Subsection 4(b) ("Permitted Uses"). Customer shall notify each Authorized User of any and all obligations in this Agreement that relate to permitted and prohibited uses, user

A handwritten signature in black ink, appearing to be 'WMM', is written over the 'Initials:' line.



conduct, the security and confidentiality of data, passwords, and other requirements that are reasonably expected to be understood and undertaken by Authorized Users. To apply for a user account, Authorized Users must complete the registration process by providing esped with current, complete and accurate information as prompted by the registration form. Further, Customer certifies that to the best of its knowledge and belief, information provided by its Authorized Users during registration for an Online Services Account shall be accurate, current and complete. During registration, Authorized Users must enter a valid electronic mail address, which shall function as their Login ID. A secret password for obtaining access to the Online Services through each Authorized User's account will be assigned by esped or chosen by the Authorized User. It is the Authorized User's responsibility to safeguard and protect his or her password from disclosure or use by others. Authorized User will promptly change his or her password and Customer will immediately notify esped if Authorized User or Customer has reason to believe any of Customer's Authorized Users' accounts are being accessed or used by others. Authorized Users' accounts cannot be "shared" or used by more than one individual. Customer agrees to maintain a single user account for each of its Authorized Users. Customer and its Authorized Users are solely responsible for any and all activities that occur under Authorized Users' account and for ensuring that Authorized Users properly exit or log off from their accounts at the end of each session of use. esped is not responsible for any unauthorized access to, or alteration of, Customer's or its Authorized Users' transmissions or Data.

(b) Permitted Uses. Subject to timely payment of applicable Service Fee, Customer is granted during the Term of this Agreement a non-exclusive, nontransferable, limited license to access and make permitted use of the Online Services. For purposes of this Agreement, permitted use ("Permitted Use") means to execute Remote Access Software supplied by Customer (or available System Commands), to display information derived from the Online Services on Customer's computer or terminal screen, to download and store in nonvolatile memory insubstantial parts of such information in machine readable form indefinitely, and to print a reasonable number of copies of such information. In addition, Customer may download, store, load and execute on Customer's Remote Access Equipment any JAVA applets or similar client-side routines made available by esped for such purpose.

(c) Prohibited Uses. Except as authorized under Subsection 4(b) ("Permitted Uses"), Customer may not display, copy, download, store, reproduce, transmit, distribute, resell or otherwise commercially exploit any part of the Online Services, including any data or information derived from the Online Services, in any format or through any technology or media now existing or hereafter developed. Customer is specifically prohibited from disseminating any part of the Online Services, data or information in a manner that potentially would usurp the market for the Online Services, including transmittal of copyrighted material from the Online Services without the owner's express authorization and the prior written consent of esped.

(d) User Conduct. Customer and its Authorized Users agree to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer and its Authorized Users' use of the Online Services. In addition, Customer certifies its Authorized Users shall not, without limitation, use Online Services or information from Online Services to: (i) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (ii) transmit through or post on the Online Services unlawful, immoral, libelous, abusive, harassing, tortious, defamatory, threatening, harmful, invasive, vulgar, obscene or otherwise objectionable material of any kind or nature which is harmful to minors in any way; (iii) transmit through or post to the Online Services any material that may infringe the intellectual property rights or other proprietary rights of third parties, including trademark, copyright or right of publicity; (iv) transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs such as trojan horses, worms, time bombs or cancelbots; (v) interfere with or disrupt the integrity of any data or computer-based information or any servers or networks connected to the Online Services or violate the regulations, policies or procedures of such networks; (vi) attempt to gain unauthorized access to the Online Services, other accounts, computer systems or networks connected to the Online Services; or (vii) harass or interfere with another Customer's use and enjoyment of the Online Services.

(d) No Assignment. Customer agrees to use Online Services strictly in support of Customer's internal operations and to process Customer's own data. Customer may not assign, transfer, sublicense, rent, lease or loan any of Customer's rights, nor delegate any of Customer's obligations under this Agreement and any attempt to the contrary shall be void and a material breach of this Agreement.

(e) Certain Law-Related Features. Customer may use certain law-related features in the Online Services for general reference only and subject to the following conditions. None of the Online Services, including communications Customer may have with esped will establish an attorney-client relationship or constitute "legal advice". Customer will not claim detrimental reliance on any information obtained from the Online Services but instead will independently verify through outside sources the accuracy, completeness and fitness of all such information.

WMM



5. Price & Payment

(a) Application Service Fees. esped shall provide Customer with Online Services in consideration for the annual "Service Fee" set forth in Schedule A ("Price and Term for Application Services"). Customer's most recent Federal Child Count, which Customer agrees to provide to esped, will be used as the basis for calculating the annual Service Fee. esped shall bill Customer annually in advance of the Subscription Service Renewal Date established in Schedule A. This Agreement shall automatically renew each year thereafter on the anniversary of the Subscription Service Renewal Date unless terminated by Customer according to the provisions of Section 10 ("Term & Termination"). Customer agrees to pay all Service Fee adjustments, billed monthly, for additional usage. Customer also agrees to maintain all records necessary to accurately calculate Service Fees and adjustments, including its Federal Child Count Report, and to make such records and reports available to esped for review and verification.

(b) Payment & Late Charges. Customer agrees to pay all charges set forth in Schedule A as well as any adjustments invoiced for additional usage. All charges for Online Services (including any Third Party Supplier charges) shall be invoiced and due prior to the first day of the Term. Customer, as a county of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Loc. Gov't Code § 151.306, and shall therefore not be liable or responsible to esped for the payment of such taxes under this Agreement. The fees paid to Esped pursuant to this Agreement are inclusive of all applicable sales, use, personal property or other taxes.

6. Certain Proprietary Rights

(a) Confidential Information Ownership. Customer acknowledges and agrees that all right title and interest in and to the Online Services and the features provided therein are the exclusive property of esped or other owner designated in the Online Services and that the Online Services constitute the confidential and proprietary information of esped or such other designated owner. Customer will at all times use due diligence to safeguard and protect all such confidential and proprietary information.

(b) Account Information and Data Rights. esped will NOT monitor, edit or willfully disclose any Data except as may be required by law, subpoena, or other government request. In the event that esped receives such a request or demand for Data, esped will take commercially reasonable steps to inform Customer in advance, to the extent permitted by law. For purposes of this Agreement, "Data" shall mean any student specific biographic or demographic information or material, including student name, address, social security or other identification number that Customer's Authorized Users submit to the Online Services. esped may access Customer accounts, including its Data, to respond to service or technical problems. Customer is solely responsible for the accuracy, completeness, quality, integrity, legality, reliability and copyright of such Data, and esped shall not be responsible or liable for the deletion, correction, loss or failure to store Data. esped reserves the right to withhold, remove and/or discard Data after providing written notice to Customer for any breach of this Agreement by Customer, including, without limitation, non-payment.

(c) Copyrights. Customer agrees that all right, title and interest (including all copyrights and other intellectual property rights) in the Online Services belong exclusively to esped or other owner designated in the Online Services. Customer grants esped and its users a royalty free, perpetual, irrevocable, non-exclusive license to use, copy, modify, prepare derivative works of and redistribute any suggestions, ideas, feedback, recommendations or other information, including learning goals and objectives, (in whole or in part) submitted by Customer and its Authorized Users to the Online Services ("Submissions") on a world-wide basis through technologies now existing or hereafter developed. esped retains exclusive ownership of all "compilation" and "collective work" copyrights in the selection, coordination and arrangement of such Submissions as a whole.

(d) Certain Trade Secrets. The Online Services are provided to Customer in machine readable form. Customer agrees not to disassemble, decompile or reverse engineer any of the Online Services features. Customer also agrees that any information obtained in violation of this restriction will be confidential and information automatically and irrevocably deemed assigned to and owned exclusively by the owner of the original feature. Customer will at all times use due diligence to safeguard and protect all such confidential and proprietary information.

(e) Identifying Marks. Customer will ensure that all marks, notices or legends pertaining to the origin, identity or ownership of the Online Services and any data, information or other content obtained from such Online Services remain intact and clearly legible.

(f) Confidentiality. esped will use commercially reasonable efforts to maintain the confidentiality of any student record information submitted by Customer and its Authorized Users to the Online Services and will only disclose such student record information to those of its employees, consultants or agents who have a need to know such information in order to perform esped's duties hereunder.

mm



7. Force Majeure. esped is excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its reasonable control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, governmental action, computer viruses and incompatible or defective equipment, software or services not supplied by esped. Nothing herein enlarges any warranty or diminishes any disclaimer provided in Section 8 ("Warranties").

8. Warranties. The following provisions are subject to Section 9 ("Limitation of Remedies & Liabilities").

(a) Noninfringement Warranty.

(i) esped Content. esped warrants to the best of its knowledge and belief that it has the rights needed to enter into this Agreement and that Permitted Uses by Customer of features in the Online Services created by esped ("esped Content") will not infringe or misappropriate any United States copyright, trademark, patent, or the trade secrets of any third persons. If promptly notified of any claim to the contrary, esped shall (i) defend through litigation or obtain through negotiation Customer's right to continue using the esped Content; (ii) rework the esped Content to make it non-infringing, or (iii) replace the esped Content with functionally equivalent content.

(ii) User Content. Customer warrants to the best of its knowledge and belief that any Authorized User Content ("Authorized User Content") uploaded by Customer to the Online Services will not infringe or misappropriate any copyright, trademark, patent, or the trade secrets of any third persons, or otherwise violate this Agreement or any applicable law. If promptly notified of any claim to the contrary, Customer agrees to immediately remove from the Online Services the infringing Authorized User Content. Customer also agrees to have all Authorized User Content contributed through Customer's account screened for software viruses and will use due diligence to remove any viruses capable of being detected with commercially available detection programs.

(iii) Security. esped represents that it will utilize commercially reasonable administrative, technical, and physical measures to maintain the confidentiality and security of the student record information submitted by Customer. esped expressly disclaims any warranty that these security measures will be 100% effective or error-free.

(b) Regulatory Changes. esped warrants that the Online Services shall comply with all applicable federal and state laws and regulations. All compliance updates to the Online Services are included at no additional cost as part of Customer's annual application service subscription fee set forth in Schedule A ("Price and Term for Online Services").

(c) Third Party Content. esped is a distributor (and not a publisher) of any features, contributions or content supplied by third party vendors and available to Authorized Users of the Online Services. It has no more editorial control over such content than does a public library, book store or newsstand. As such, esped is not responsible for screening, policing, editing or monitoring such content. If notified of allegedly infringing, defamatory, damaging, illegal or offensive material, esped may investigate the allegation and determine in good faith and in its sole discretion whether to remove or request the removal of such material from the Online Services. If esped elects to perform (or not to perform) any such activities, it shall be held harmless from all claims so long as it acts in good faith.

(d) Disclaimer. Except as provided in this Section, Customer agrees that the Online Services are provided strictly on an "as is" and "as available" basis without any express or implied warranty, guarantee or other assurance of quality, conformity with specifications, reliability or functionality. Customer accepts all risk concerning suitability, use, performance or nonperformance of the Online Services. ESPED MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE ONLINE SERVICES OR ANY CONTENT INCLUDED THEREIN. ESPED DOES NOT REPRESENT OR WARRANT THAT: (i) THE USE OF THE ONLINE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY HARDWARE, SOFTWARE, SYSTEM OR DATA; (ii) THE ONLINE SERVICES OR THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER OR ITS AUTHORIZED USERS THROUGH THE ONLINE SERVICES WILL MEET ITS REQUIREMENTS OR EXPECTATIONS; (iii) ANY DATA STORED WILL BE ACCURATE, COMPLETE OR RELIABLE; (iv) THE ONLINE SERVICES OR THE SERVER(S) THAT MAKE THE ONLINE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ESPED MAKES NO REPRESENTATION, WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

A handwritten signature in black ink, appearing to be 'WVW', is written over the initials line.



(e) Indemnification. To the extent permitted by Texas law, Customer will defend, indemnify and hold esped, its directors, employees and agents, harmless from all liability and expense (including attorney fees) arising from any third party claim that a) the Data has been subject to unauthorized access, use or disclosure, b) any Authorized User has failed to comply with the requirements of this Agreement, particularly with respect to User Content and User authentication, and c) the Data or User Content infringes intellectual property rights of the claimant.

9. Limitation of Remedies & Liabilities. The following provisions are a material condition of this Agreement and reflect a fair allocation of risk:

(a) Remedies. Customer agrees that if the esped violates any warranty or other provision of this Agreement, and esped determines that repair or other corrective action is not economically or technically feasible, Customer's sole and exclusive remedy will be to terminate this Agreement and to obtain a refund, prorated based on the Term of this Agreement as provided in Schedule A, of amounts paid for Online Services by Customer during the previous twelve (12) months. Customer also agrees that legal remedies alone provide inadequate protection of intellectual property rights described in Section 6 ("Certain Proprietary Rights") and that, in addition to other relief, esped or other owner may go to court and without necessity of posting bond obtain temporary and permanent injunctions to enforce those rights. To the extent permitted by Texas law, Customer will defend, indemnify and hold esped harmless from all claims and expenses (including reasonable legal fees) arising from any violation by Customer of this Agreement or applicable law.

(b) Liabilities. ESPED IS NOT LIABLE FOR ANY AMOUNT EXCEEDING THE PRICE PAID AND/OR DUE FROM CUSTOMER FOR ONLINE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO ANY CLAIM. IN NO EVENT SHALL ESPED BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND (INCLUDING LOST SAVINGS, PROFIT, REVENUE, LOST DATA, BUSINESS INTERRUPTION, USE, OTHER ECONOMIC ADVANTAGE OR ATTORNEYS FEES EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) INCURRED BY CUSTOMER, OR ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ONLINE SERVICES, INCLUDING BUT NOT LIMITED TO CUSTOMER'S USE OR INABILITY TO USE THE ONLINE SERVICES. FOR PURPOSES OF THIS SUBSECTION, "ESPED" INCLUDES ALL THIRD PARTY SUPPLIERS AND ANY DISTRIBUTOR, PUBLISHER OR RESELLER FROM WHOM CUSTOMER OBTAINED THE ONLINE SERVICES OR OTHER COMPONENTS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION MAY NOT APPLY TO CUSTOMER.

10. Term & Termination

(a) Generally. esped shall, during the "Term" defined in Schedule A ("Price and Term for Application Services"), provide Customer with Online Services in consideration for the "Service Fee" also set forth in Schedule A. This Agreement will automatically renew each year on the anniversary of the service term start date and shall continue in full force and effect until terminated by either party upon thirty (30) days written notice. esped shall issue an invoice to Customer in advance of their annual renewal date according to the billing procedure described in Subsection 5(a) ("Application Service Fees"). Notwithstanding the foregoing, (i) esped may suspend or terminate this Agreement after providing written notice and a ten-day (10) opportunity to cure if Customer breaches any provision of it, and (ii) Customer may terminate this Agreement at any time if Customer does not agree to any amendment published under Subsection 1(b) ("Changes to Agreement").

(b) Effect of Termination. Termination of this Agreement will terminate Customer's right to access or use the Online Services. Termination will have no effect on payment of amounts due under Section 5 ("Price & Payment"), proprietary rights and obligations under Section 6 ("Certain Proprietary Rights"), indemnifications or disclaimers under Section 8 ("Warranties"), limitations under Section 9 ("Limitation of Remedies & Liabilities") or continuing assurances made under Section 12 ("Export Regulations"). Upon Termination for cause, Customer's right to access or use Data immediately ceases, and esped shall have no obligation to maintain any Data stored in Customer's account or to forward any data to Customer or any third party. In the event that Customer terminates this Agreement for reason other than its breach of this Agreement, esped shall make available to Customer a file of its Data if Customer so requests its Data at the time of its notification of termination.

11. Disputes, Choice of Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND TEXAS, AND ANY ACTION SHALL BE INITIATED AND MAINTAINED IN A FORUM OF COMPETENT JURISDICTION IN SUCH DESIGNATED STATE. ANY ACTION OR OTHER PROCEEDING BY CUSTOMER SHALL BE INITIATED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE, OR BE BARRED.

A handwritten signature in black ink, appearing to be 'WVW'.



12. Export Regulations.

(a) Export Control. esped's Online Services rely on software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of the European Union. Customer acknowledges and agrees that Online Services shall not be used, and none of the underlying information, software or technology may be transferred or otherwise exported or re-exported to Afghanistan, Burma, Cuba, Iraq, Iran, Libya, Sudan or any other countries to which the United States and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Online Services, Customer agrees to comply strictly with all U.S. and European Union export laws and assumes sole responsibility for first obtaining licenses to export or re-export as may be required. This provision and the assurances made herein shall survive termination of this Agreement.

(b) International Use. Online Services may use encryption technology that is subject to the licensing requirements under the U.S. Export Administration regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. esped makes no representation that the Online Services is appropriate or available for use outside the United States. Customer is solely responsible for compliance with all applicable laws for use of Online Services outside the United States, including export or import regulations of other countries.

13. Fiscal Funding Clause. Notwithstanding any provisions contained herein, the obligations of Customer under this Agreement are expressly contingent upon the availability of funding for the term of the Agreement and any extensions thereto. In the event that Customer is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, Customer, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to esped at least thirty (30) days prior to Customer's Subscription Service Renewal Date, established in Schedule A ("Price and Term for Online Services").


14. Miscellaneous. This Agreement constitutes the entire and exclusive agreement between the parties with respect to this subject matter and supersedes all other communications, whether written or oral. This Agreement may be amended as provided in Section 1(b) ("Changes to Agreement"). Any other amendment shall require a writing signed by esped, regardless of any course of conduct or trade practice between the parties. This document and Customer's signature in electronic form, or a hardcopy duplicate in good form, shall be considered an original document with authenticated signature admissible into evidence unless the document's authenticity is genuinely placed in question. Customer may issue a purchase order for administrative convenience, but it will have no substantive effect on the terms or conditions of this Agreement. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement of it on future occasions. Headings are for reference purposes only and have no substantive effect.

A handwritten signature in black ink, appearing to be 'WMM' or similar, written over the initials line.

DALLAS COUNTY:

ESPED:

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



BY:

RECOMMENDED:

DALLAS COUNTY JUVENILE BOARD:

BY: Judge Cheryl L. Shannon
Chairman of the 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



Schedule A: Price and Term for Application Services

Annual Recurring Application Subscription Services

Students	eStar Series™ Application Service Description	Annual Subscription Per Student	Annual Subscription Total
137	eStar Series™ Special Education & 504 Students Spanish Documents, Forms and Notices eStar RTI™ eStar ARD™ Texas Forms & Notices Goals & Objectives (Including TEKS) All Supplements Summary of Performance IEP Progress Reports and Charting ARD Amendment Compliance Verify (ARD Compliance Monitoring) Compliance Timeline E-Mail Notification Transition Services REED (Short & Long Forms) Healthcare Services Plan eStar FIE™ FIE and Evaluations eStar 504 Plan™ Referral, Notice, Annual Plan eStar Behavior Plan™ FBA, BIP and Manifestation eStar Reporting™ Export Builder (Export data to MS Excel for ad hoc reporting) Bundle Builder eStar Translation™ Fully automated within eStar Series Human translators for nearly 50 languages Cost = \$.12 word with \$3,000 purchase order or Cost = \$.14 word without purchase order eStar Archive™ Archive Manager - Fax / Scan / Email / Upload Archiving Texas State Compliance	\$26.50	\$3,630.50
137	Total Annual Application Service Subscription	<u>\$26.50</u>	<u>\$3,630.50</u>

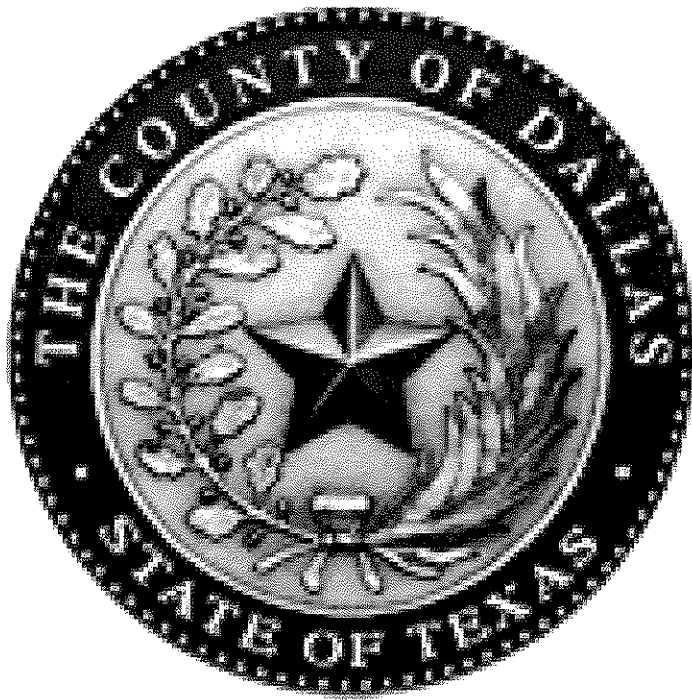


Schedule A: Price and Term for Application Services - Continued

Service Term and Payment Schedule

Subscription Service Renewal Date	Subscription Service End Date	Payment Due Date	Payment Due
September 1, 2014	August 31, 2015	October 15, 2014	\$3,630.50
September 1, 2015	August 31, 2016	September 1, 2015	\$3,630.50
September 1, 2016	August 31, 2017	September 1, 2016	\$3,630.50

A handwritten signature in dark ink, consisting of several loops and a final flourish.



ACTION

ITEM

U.



**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: August 24, 2015
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Academy for Academic Excellence (AAE) Agreement with Region 10 Curriculum and Assessment Services Cooperative (CASC) TEKS Resource System

Background of Issue:

School districts, feeder patterns, and campuses in region are eligible to participate in the TEKS Resource System (TRS) through Region 10 Curriculum and Assessment Services Cooperative (CASC) for the contract period of July 1, 2015 through June 30, 2016. This system was previously called CSCOPE and offered basically the same services. The cost for this service is \$5.00 per student enrolled based on our final PEIMS submission for an estimated subscription fee of \$4,690.00. This fee includes training and support from the Region 10 Service Center.

Impact on Operations and Maintenance:

The purchase of the TEKS Resource System will allow the Academy for Academic Excellence (AAE) Charter School to be a member of the Curriculum and Assessment Services Cooperative (CASC). Members of this receive access to the TEKS Resource System. This is an online curriculum for the four core subjects that includes a scope and sequence, unit maps, clarification for TEKS/SE's (student expectations), a lesson planner, principal walk-through tools, resource lists, vertical alignment documents, and assessment items. As a member, AAE will receive centralized training, technical assistance and customized support for adjusting and implementing the curriculum to meet the needs of the district.

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 Region 10 agreement has been approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Administrative Legal Advisor.

Financial Impact/Considerations:

AAE agrees to pay the Region 10 no more than \$5,000 from state aid for the TEKS Resource System through Curriculum and Assessment Services Cooperative (CASC). This information has been reviewed by Carmen Williams, Budget Supervisor.

Performance Impact Measures:

CASC TEKS Resource System's high quality curriculum and assessment components will assist the District in meeting the high standard of rigor and relevance required in the TEKS and in STAAR assessments.

Project Schedule/Implementation:

The agreement is effective for the period of July 1, 2015 through June 30, 2016.

Recommendation:

It is recommended that the Academy for Academic Excellence Charter School Board approves the agreement between Region 10 and AAE for the services and support of the Curriculum and Assessment Services Cooperative (CASC) TEKS Resource System.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: August 24, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Academy for Academic Excellence Charter School Board of Dallas County, Texas, held on the 24th day of August, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

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

- WHEREAS,** school districts, feeder patterns, and campuses in region are eligible to participate in the TEKS Resource System (TRS) through Region 10 Curriculum and Assessment Services Cooperative (CASC) for the contract period of July 1, 2015 through June 30, 2016. This system was previously called CSCOPE and offered basically the same services. The cost for this service is \$5.00 per student enrolled based on our final PEIMS submission for an estimated subscription fee of \$4,690.00. This fee includes training and support from the Region 10 Service Center; and
- WHEREAS,** the purchase of the TEKS Resource System will allow the Academy for Academic Excellence (AAE) to be a member of the Curriculum and Assessment Services Cooperative (CASC). Members of this receive access to the TEKS Resource System. This is an online curriculum for the four core subjects that includes a scope and sequence, unit maps, clarification for TEKS/SE's (student expectations), a lesson planner, principal walk-through tools, resource lists, vertical alignment documents, and assessment items. As a member, AAE will receive centralized training, technical assistance and customized support for adjusting and implementing the curriculum to meet the needs of the district; and
- WHEREAS,** the Academy for Academic Excellence (AAE) agrees to pay the Region 10 no more than \$5,000 from state aid for the TEKS Resource System through Curriculum and Assessment Services Cooperative (CASC); and
- WHEREAS,** this request complies with Vision 3: *Dallas is safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system; and
- WHEREAS,** the agreement is effective for the period of July 1, 2015 through June 30, 2016.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approves the agreement between Region 10 and AAE for the services and support of the Curriculum and Assessment Services Cooperative (CASC) TEKS Resource System.

DONE IN OPEN BOARD MEETING this 24th day of August, 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, President
Academy for Academic Excellence School Board

**ACADEMY FOR ACADEMIC EXCELLENCE
(Formerly-DCJJ)**

TEKS Resource System (2015 - 2016).

Description:



Members of the CASC will receive access to the TEKS RESOURCE SYSTEM. This is an online curriculum for the four core subjects that includes a scope and sequence, unit maps, clarifications for TEKS/SEs, a lesson planner, principal walk-through tools, resource lists, vertical alignment documents and assessment items. In addition, members will receive training and support for adjusting and implementing the curriculum to meet the needs of the district. Training and support will include facilitated planning using documents and tools, and designing aligned assessments that are appropriate for district needs.

Member districts will receive centralized training, technical assistance and customized support. Membership in the CASC entitles members to Targeted Instructional Planning Process (TIPP) and support aimed at coordinating instructional services for school success. Customized, on-site services include facilitated:

- data analysis
- instructional goal setting
- instructional planning
- assessment analysis, alignment, and development
- planning with school leaders

ESC Contact:

- Dana Kelley Grieb: dana.grieb@region10.org (972-348-1148)

Fee:

School districts in region are eligible to participate in the Curriculum and Assessment Services Cooperative (CASC) through Region 10 for the contract period of July 1, 2015 through June 30, 2016.

Your fee is customized specifically for your district and reflects the general pricing structure below.

Basic Membership to CASC **\$5.00** Per ADA grades K-12, as reported in October Snapshot 2014.

Yearly Technology Fee. Based on number of campuses - If you have new campuses to add, contact our offices directly.

One time start-up fee: Based on number of campuses

***Non-Region 10 and Non RCS districts will pay training expenses for Region 10 staff to do onsite training in the district.**

Districts will be sent final contract amounts to approve at the beginning of the school year.

Options Total:

Base Total: \$0.00

Grand Total: *(Excluding variable fees that might be listed in contract description)

Service Duration:

7/1/2015 - 6/30/2016

Additional Info:

ESC 10 Responsibilities:

ESC 10 shall:

- retain or contract qualified personnel sufficient to assist the LEA with appropriate services,
- provide staff development, materials, and customized assistance to support the product, and
- provide on-line and/or onsite technical assistance upon request.

LEA Responsibilities:

The LEA shall:

- contribute funds as determined by the fee structure to maintain subscription,
- complete a needs assessment provided by ESC 10 and share the results with ESC 10,
- participate in planning with ESC 10 consultants and take full advantage of product services,
- provide a facilitator at each training, who will assist the presenter and provide follow-up training or support, and
- provide representation at geographically clustered meetings.

District Contact: (for this program)

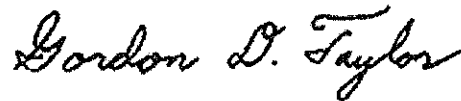
Contact Name: Dwayne Scott
Contact Phone: 214-689-5506
Contact Email: dwayne.scott@dallascounty.org

Approval Information:

Karen Ramos

Gordon Taylor

8d45b71d-a5c0-4007-a032-
952eb4a86754



7/9/2015

7/16/2015



TEKS Resource System(TRS) District Quote 2015-2016

School districts, feeder patterns, and campuses in region are eligible to participate in the TEKS Resource System(TRS) through Region 10 for the contract period of July 1, 2015 through June 30, 2016. The cost for this service is as follows:

Basic Membership to *TEKS Resource System(TRS) Consortium*: \$5.00 per ADA grades K-12

First Year Start-Up Technology Fee: Based on number of campuses

Yearly Technology Fee: Based on number of campuses

NOTE: Final ADA will be determined by final PEIMS submission in August, 2015.

Agreement: Dodd City ISD

agrees to purchase a one-year license to access TEKS Resource System(TRS) curriculum from Region 10 ESC. The district will be provided online access to TEKS Resource System(TRS) for 2015-2016 on July 1, 2015 unless otherwise specified. This access will continue through June 30, 2016 under this agreement. The district, feeder pattern, or campus will receive centralized training, technical assistance and help desk support as part of the license purchase. Purchase of TEKS Resource System(TRS) entitles members to request customized training on-site, in-district throughout the period of the agreement.

Please verify your *TEKS Resource System (TRS) District Coordinator*. The person in this role manages users and roles. The district coordinator manages implementation and training in your school district and serves as our primary contact regarding *TEKS Resource System (TRS)* issues in your district.

TEKS Resource System(TRS) District/Campus Coordinator: Karen Ramos

Phone: 214-689-5506 Email: karen.ramos@dallascounty.org

Billing Address: _____

ADA number for grades K-12: 506 x \$5.00 per student = \$2,530

Number of traditional campuses for 2014-2015: 5

One-Time Start Up Fee: _____ Annual Technology Fee: \$2,160

Total TEKS Resource System(TRS) Fee: \$4,690

Purchaser will be invoiced for costs in September of the purchasing year, unless separate agreement is reached.

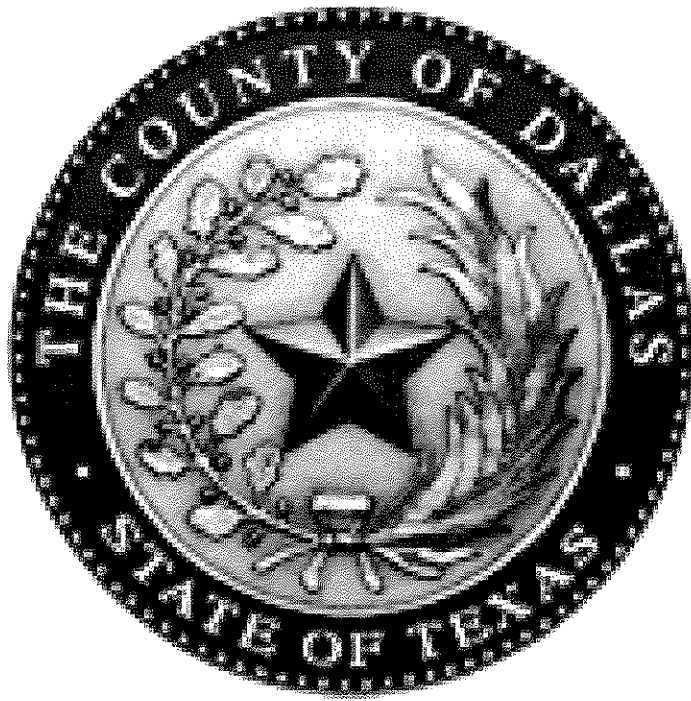
Signature below indicates a legally-binding agreement to purchase.

Superintendent or designee signature: _____

Name: _____ Date: _____

Questions? Contact Dana Grieb, dana.grieb@region10.org, (972) 348-1522

E-mail to Lori McCathrin at: lori.mccathrin@region10.org, (972) 348-1092



ACTION

ITEM

V.



**DALLASCOUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: August 24, 2015
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Academy for Academic Excellence Budget Amendment #6: Request of Additional State Aid

Background of Issue:

The original budget for the Academy for Academic Excellence (AAE) was presented on June 23, 2014, (Court Order 2014-0771). It was amended several times over the year to handle needs: Budget Amendment #2 on October 27, 2014, (Court Order 2014-1591) based on bus pass necessity and student internship program, Budget Amendment #3, presented January 26, 2015, increased allocations and amended by Budget Amendment #4 on April 27, 2015 (Court Order 2015-043) reallocated in IDEA-B line item adjustments and purchases. The last Budget Amendment #5 presented on July 27, 2015 (Court Order 2015-083) made recommendations to line item adjustments and purchases from IDEA-B.

AAE is requesting an additional budget amendment #6 for 7500-15 (state aid) to cover the remaining expected FY15 operating expenses.

Impact on Operations and Maintenance:

State AID

Academy for Academic Excellence (AAE) Charter School is requesting additional budget of \$180,000.00 to cover the remaining 2014-2015 (FY15) operating expenses. The additional budget will cover the FY15 audit fee estimated at \$50,000.00, transportation expenses of \$60,000.00, and \$30,000 for unexpected expense.

Additional Budget: \$180,000.00

Strategic Plan Compliance:

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

Legal Information:

As the Academy for Academic Excellence (AAE) School Board for the Academy for Academic Excellence (AAE) Charter School, the School Board has operational and fiscal responsibility and must approve amendments to the original budget, as well as purchase authorizations. The request for the additional budget has been approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department Administrative Legal Advisor.

Financial Impact/Considerations:

The request for the additional budget of \$180,000.00 is to cover the remaining operating expenses for FY15 which will come from the reserves. This information has been reviewed by Carmen Williams, Budget Supervisor.

Performance Impact Measures:

There are no specific performance measures.

Project Schedule/Implementation:

The additional budget is for the FY 2015 school year.

Recommendation:

It is recommended that the Academy for Academic Excellence School Board approve the additional budget of \$180,000.00 for FY15 in state aid.

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.*

214-698-2200 Office

214-698-5508 Fax

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: August 24, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Academy for Academic Excellence (AAE) Charter School Board of Dallas County, Texas, held on the 24th day of August, 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 original budget for the Academy for Academic Excellence (AAE), presented on June 23, 2014, (Court Order 2014-0771). It was amended several times: Budget Amendment #2 on October 27, 2014, (Court Order 2014-1591) based on bus pass necessity and student internship program, Budget Amendment #3, presented January 26, 2015, increased allocations and Budget Amendment #4 on April 27, 2015 (Court Order 2015-043) reallocated in IDEA-B line item adjustments and purchases. The last Budget Amendment #5 was presented on July 27, 2015 (Court Order 2015-083) to make line item adjustments and purchases from IDEA-B. AAE is requesting an additional budget amendment #6 for 7500-15 (state aid reserves) to cover the remaining FY15 operating expenses; and
- WHEREAS,** the Academy for Academic Excellence (AAE) Charter School is requesting an additional budget amendment in the amount of \$180,000.00 to cover the remaining 2014-2015 (FY15) operating expenses. The additional budget will cover the FY15 audit fee estimated at \$50,000.00, transportation expenses of \$60,000.00, and \$30,000 for unexpected expense; and
- WHEREAS,** the current request complies with Vision 3: Dallas is safe, secure, and prepared, by expanding disposition alternatives with regard to treatment for youth/families involved in the Juvenile Justice System; and
- WHEREAS,** the Academy for Academic Excellence School Board for the Academy for the Academic Excellence Charter School has operational and fiscal responsibility and must approve amendments to the original budget, as well as purchase authorizations; and
- WHEREAS,** the request for the additional budget of \$180,000.00 is to cover the remaining operating expenses for FY15 which will come from the reserve balance.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence (AAE) Charter School Board approve the additional budget in state aid for the FY15.

DONE IN OPEN BOARD MEETING this 24th day of August, 2015.

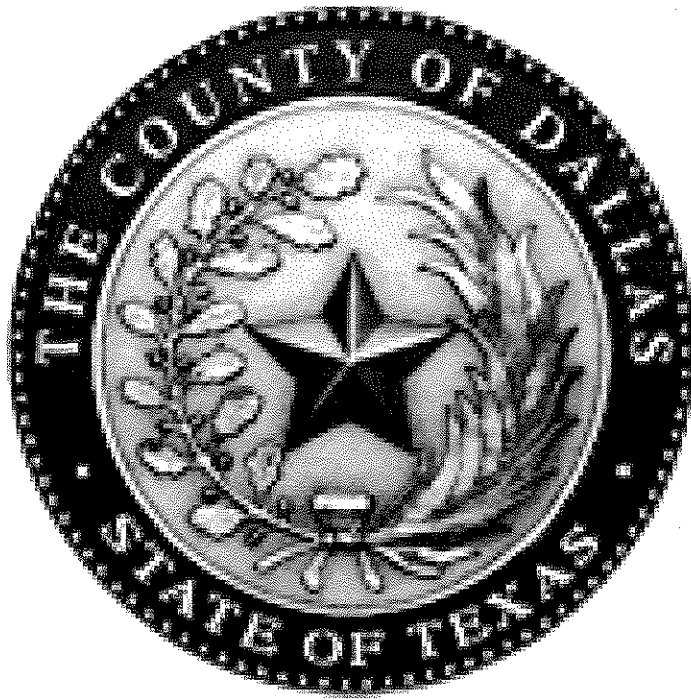
The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of _ for the motion and _ opposed.

Recommended by:

Approved by:

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

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



ACTION

ITEM

W.



**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: August 24, 2015
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Academy for Academic Excellence (AAE) Memorandum Of Understanding (MOU) with Dallas County Sheriff's Department

Background of Issue:

The Academy for Academic Excellence (AAE) Charter School is requesting approval of the 2015-16 Memorandum of Understanding with the Dallas County Sheriff's Department (DCSD) to provide security and support for discipline and behavior modification. The Dallas County Sheriff's Department will station one deputy at the Academy for Academic Excellence (AAE), 1673 Terre Colony Court campus. Traditionally, two sheriffs have been housed at this location. However, a pilot will be conducted for this school year with one sheriff (school resource officer) since the enrollment is low and there is access to additional law enforcement support from 2600 Lone Star. AAE agrees to pay the Dallas County Sheriff Department the salary and benefits for one Deputy Sheriff at \$66,672.00 and also pay DCSD \$300 a year for uniform allowance during the time he provides coverage, which is during the AAE student calendar school year (August 17, 2015 through July 31, 2016) and during normal operating hours.

Impact on Operations and Maintenance:

There will be no impact on operations.

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 MOU has been approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Administrative Legal Advisor.

Financial Impact/Considerations:

AAE agrees to pay the Dallas County Sheriff Department the salary and benefits from state aid for one Deputy Sheriff at \$66,672.00 and also pay DCSD \$300 a year, uniform allowance. This information has been reviewed by Carmen Williams, Budget Supervisor.

Performance Impact Measures:

There are no specific performance measures.

Project Schedule/Implementation:

The Memorandum of Understanding (MOU) is effective for the period of August 17, 2015 through July 31, 2016.

Recommendation:

It is recommended that the Academy for Academic Excellence Charter School Board approve the Memorandum of Understanding (MOU) for the 2015-2016 academic school year (August 17, 2015 through July 31, 2016) between the Academy for Academic Excellence and the Dallas County Sheriff's Department for the provision of one school resource officer at 1673 Terre Colony Court and authorizes the President of the board to sign the document on its behalf.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2015 - XXX

DATE: August 24, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Academy for Academic Excellence Charter School Board of Dallas County, Texas, held on the 24th day of August 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 Academy for Academic Excellence (AAE) Charter School is requesting approval of the 2015-16 Memorandum of Understanding with the Dallas County Sheriff's Department (DCSD) to provide security and support for discipline and behavior modification. The Dallas County Sheriff's Department will station one deputy at the Academy for Academic Excellence (AAE), 1673 Terre Colony Court campus. Traditionally, two sheriffs have been housed at this location. However, a pilot will be conducted for this school year with one sheriff (school resource officer) since the enrollment is low and there is access to additional law enforcement support from 2600 Lone Star. AAE agrees to pay the Dallas County Sheriff Department the salary and benefits from state aid for one Deputy Sheriff at \$66,672.00 and also pay DCSD \$300 a year for uniform allowance during the time he provides coverage, which is during the AAE student calendar school year and during normal operating hours; and
- WHEREAS,** it is recommended that the Academy for Academic Excellence Charter School Board approve the Memorandum of Understanding (MOU) for the 2015-2016 academic school year (August 17, 2015-July 31, 2016) between the Academy for Academic Excellence and the Dallas County Sheriff's Department for the provision of one school resource officer at 1673 Terre Colony Court and authorizes the President of the board to sign the document on its behalf.
- WHEREAS,** this request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system; and
- WHEREAS,** the term of this MOU will be for the 2015-2016 academic school year August 17, 2015 – July 31, 2016, and;

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approve the Memorandum Of Understanding between the Academy for Academic Excellence and the Dallas County Sheriff's Department.

DONE IN OPEN BOARD MEETING this 24th day of August, 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, President
Academy for Academic Excellence School Board