

AGENDA DALLAS COUNTY JUVENILE BOARD Monday, October 26, 2015

5:00 p.m. Letot Center 10505 Denton Dr. Dallas, Texas 75220



2815 OCT 19 PM 4:23

I. <u>Call to Order</u>

II. Tour of Facility - Letot Center

BALLAS COUNT

III. <u>Approval of Minutes</u>

September 28, 2015

IV. Public Comment (Limited to 3 minutes per individual or organization)*

V. <u>Discussion Items - Juvenile Department</u>

A. Director's Report

8. JJAEP Update

C. Quarterly Reports – Facilities

VI. Action Items - Juvenile Department

D. Certification of the Letot Center

- E. 2015 Annual Review of the Letot Policy and Procedures
- F. Dallas County Indigent Defense Plan
- G. Approval of a Memorandum of Understanding (MOU) with Rainbow Days
- H. 16th Annual Treatment of Juveniles with Sexual Behavior Problems
- Iuvenile Processing Office Dallas Independent School District Police Department, City of Cedar Hill Marshal's Office and Irving Police Department
- J. Memorandum of Understanding with Inspire U for the Evening Reporting Center
- K. Memorandum of Understanding with Big Thought for the Evening Reporting Center
- L. NAMI Dallas Inc. Memorandum of Understanding
- M. Texas A&M University Health Science Center (TAMHSC) Baylor College of Dentistry Memorandum of Understanding Dental Renewal Contract
- N. Management Training for Juvenile Department WordSmooth
- O Any subsequent action deemed necessary as a result of IX Evaluation of the Executive Director

VII. <u>Discussion Items - Academy for Academic Excellence Charter School (AAE)</u>

P. Charter School Update

VIII. Action Items - Academy for Academic Excellence Charter School (AAE)

- Q. North Texas Food Bank School Pantry Food Agreement
- R. English as a Second Language (ESL) Waiver for the 2015-2016 School Year

IX. <u>Executive Session - Juvenile Department</u>

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

Subjects:

Litigation

Security

Personnel:

Contracts

Evaluation of the Executive Director

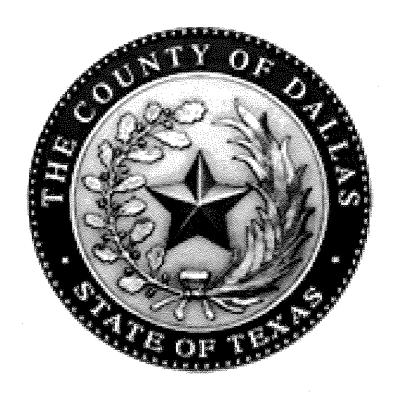
Notes:

*Individuals Wishing to Speak During the Public Comment Period Must Register With the Director's Coordinator, Ms. Na'thelia 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: September, 28 2015

DALLAS COUNTY

TIME:

5:00 p.m.

JUVENILE BOARD

PLACE:

305th District Court/Referee Courtroom, Room A332 ~ 3rd Floor

Henry Wade Juvenile Justice Center

2600 Lone Star Drive Dallas, Texas 75212

MEMBERS PRESENT:

Commissioner John Wiley Price, Vice-Chairman

Judge Cheryl Lee Shannon, Chairman

Judge Paula Miller

Judge Amber Givens Davis

Judge Craig Smith Judge Clay Jenkins

MEMBERS ABSENT:

Judge Andrea Plumlee

Judge Ken Molberg Judge Andrea Martin

I. Call to Order

The Dallas County Juvenile Board met at the Dallas County Juvenile Department, 305th District Court/Referee Court, Room A332 3rd Floor. Judge Cheryl Lee Shannon, Chairman, called the Juvenile Board Meeting to order at 5:05 p.m. Judge Clay Jenkins joined the Juvenile Board at 5:23 p.m.

II. Approval of Minutes

Judge Cheryl Lee Shannon presented the minutes from the August 24, 2015, Juvenile Board Meeting for approval. A motion was made by Judge Paula Miller and seconded by Commissioner John Wiley Price to approve the August 24, 2015 minutes. The motion was unanimously approved.

III. Discussion Items-Juvenile Department

A. Director's Report:

Mr. Bill Edwards acknowledged Ms. Tracy Hall from District 2 celebrated 25 years of service.

The Special Needs Unit and the Special Diversion Program (SNDP) were audited by Texas Juvenile Justice Department in August. The department was commended on a job well done as validated during the audit. The Youth Village and Medlock Center will be audited on PREA next Wednesday.

The ESTEEM Court had their Annual Family Retreat on August 14th& 15th at Mt. Lebanon and they also had the Back to School Event on August 18th. At the Letot Residential Center there are currently 11 girls. Mr. Bill Edwards mentioned some programs running very well and wanted to highlight especially The Yoga Group, The Horticulture Program and the Culinary Arts Program.

B. JJAEP Update:

Mr. Edwards mentioned that school had started on August 17th with a total of 61 students enrolled. School started with a new campus administrator Dr. Danny Guillory.

Point of Information - Commissioner John . Wiley Price had asked where Dr. Guillory's Vita was, Ms. Karen Ramos explained she would provide Dr. Guillory's Vita to the Board. Commissioner John Wiley Price also asked if enrollment was what was anticipated and how it was impacted financially. Mr. Edwards explained the enrollment was what was anticipated.

IV. Public Comment

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

V. Action Items - Juvenile Department

C. Youth Service Advisory Board (YSAB) Junior Fund allocations for FY2016:

Mr. Edwards asked the Board to approve the Youth Services Advisory Board's recommendation for a Juror Fund allocation for clothing and medical expenses, holiday program, and an informational video FY2016, in the amount of \$54,500.

➤ A motion was made by Judge Craig Smith and seconded by Judge Paula Miller to approve the Youth Services Advisory Board's recommendation for a juror fund allocation for clothing and medical expenses, holiday program, and an informational video FY21016, in the amount of \$54,500. The motion was unanimously approved.

D. Extension of FY2016 Juror Fund Allocations:

Mr. Edwards recommends the Board approve the extension to expend Fiscal Year 2015 Juror Fund allocations to December 31, 2015.

- Point of information Mr. Edwards assured the Board funds would be expended by the year or those funds will return to YSAB. A request was made to see the initial YSAB fund allocation by Commissioner Price. Information will be provided.
- A motion was made by Judge Paula Miller and seconded by Judge Craig Smith to approve the extension to expend Fiscal Year 2015 Juror Fund allocations to December 31, 2015. The motion was unanimously approved.

E. Justice Benefits Inc. (JBI) Contract Renewal:

The Juvenile Department recommends the Board to approve the contract renewal with Justice Benefits, Inc. to process the Title IV-E Enhanced Administrative claims for FY2016. It was further recommended that the Juvenile Board Chairman execute related documents on behalf of the county.

A motion was made by Judge Craig Smith and seconded by Judge Amber Givens-Davis to approve the contract renewal with Justice Benefits, Inc. to process the Title IV-E Enhanced Administrative claims for FY2016 It was furthermore recommended that the Juvenile Board Chairman execute related documents on behalf of the county. The motion was unanimously approved.

F. Approval of deferment of 3% Structural Salary Increase of Chief Probation Officer:

The Juvenile Department asked the Board to set aside the Chief Probation Officer's FY2016 3% compensation increase (\$5,559) be deferred to the Juvenile Department's DDA for usage according to the DDA policy.

A motion was made by Commissioner John Wiley Price and seconded by Judge Craig Smith to set the Chief Probation Officer's FY2016 3% compensation increase (\$5,559) be deferred to the Juvenile Department's DDA for usage according to the DDA policy. The motion was unanimously approved.

G. Juvenile Processing Office-Wilmer Police Department and Grand Prairie Police Department:

Mr. Edwards asked the Board to approve the Juvenile Processing Offices for the Wilmer Police Department located at 219 E. Beltline Rd., Wilmer, TX 75172, by approving the Patrol Room and Warrant Room as designated Juvenile Processing Offices.

In calendar year 2014, the Wilmer Police Department referred five (5) youth to the Dallas County Juvenile Department. Of the five (5) referrals, 3 (60%) were Hispanics males, 1 (20%) was a White male and 1 (20%) was a Black female.

In Addition, Mr. Bill Edwards also asked the Board to approve the Juvenile Processing Offices for the Grand Prairie Police Department located at 1525 Arkansas Lane, Grand Prairie, TX 75052, by approving rooms J1, J2, J3, J4, J5, J6, 1008A, 1009, 1010, and 1029 as designated Juvenile Processing Offices.

In calendar year 2014, the Grand Prairie Police Department referred two hundred and four (204) youths to the Dallas County Juvenile Department. Of the two hundred and four (204) referrals, 114 (55.9%) were Hispanics, 59 (28.9%) were Black, 30 (14.7%) were White, and 1 (0.5%) was American or Alaskan Native.

- Point of Information Commissioner John Wiley Price asked if anybody followed-up on the Juvenile from Irving with the bomb hoax to make sure he was processed appropriately. Mr. Edwards explained that Mr. Acosta would follow-up.
- A motion was made by Commission John Wiley Price and seconded by Judge Paula Miller to approve the Juvenile Processing Offices for the Wilmer Police Department and also to approve the Juvenile Processing Offices for the Grand Prairie Police Department. The motion was unanimously approved.

H. FY2016 Title IV-E and Contracted Residential Placement Rate Increase:

Mr. Edwards asked the Board to approve the Title IV-E and Contracted Residential Placement Rate Increase also allowing the department to approve future request for rate increase not to exceed the established State mandated rates.

A motion was made by Commission John Wiley Price and seconded by Judge Amber Givens-Davis to approve the Title IV-E and Contracted Residential Placement Rate Increase also allowing the department to approve future request for rate increase not to exceed the established State mandated rates. The motion was unanimously approved.

1. Drug Prevention Resources, Inc. at Lyle B. Medlock Treatment Facility:

The Juvenile Department recommends the Board to approve the implementation of the Drug Prevention Resources, Inc. Program for qualifying youth at the Lyle B. Medlock Treatment Facility as proposed in the collaborative agreement by the Juvenile Department and Drug Prevention Resources, Inc.

A motion was made by Judge Craig Smith and seconded by Commissioner John Wiley Price to approve the implementation of the Drug Prevention Resources, Inc. Program for qualifying youth at the Lyle B. Medlock Treatment Facility as proposed in the collaborative agreement by the Juvenile Department and Drug Prevention Resources, Inc. The motion was unanimously approved.

J. Substance Abuse Unit-Application for Continuing Education Provider Approval:

The Juvenile Department asked the Board to approve the SAU Application for Continuing Education Provider by the Texas Certification Board of Addiction Professionals at a cost of \$200.00 for the annual application fee.

A motion was made by Commissioner John Wiley Price and seconded by Judge Amber Givens-Davis to approve the SAU Application for Continuing Education Provider by the Texas Certification Board of Addiction Professionals at a cost of \$200.00 for the annual application fee. The motion was unanimously approved.

K. Professional Services Agreement with Jewish Family Services of Greater Dallas for FY2016:

Mr. Edwards asked the Board to approve the professional services agreement with Jewish Family Services for the Family Violence Intervention Program.

A motion was made by Judge Clay Jenkins and seconded by Commissioner John Wiley Price to approve the profession services agreement with Jewish Family Services for the Family Violence Intervention Program. The motion was unanimously approved.

L. Continuation of Residential Services Contracts for FY2016:

Mr. Edwards asked the Board to approve the Juvenile Department's request to renew contracts for residential services with existing residential service providers listed on Attachment 2 for FY2016.

- Point of Information Commissioner John Wiley Price asked regarding the loss of the three venders; Brookhaven Youth Ranch, Clarinda Academy and Vision Quest National, how it impacted the department. Mr. Edwards explained we would be able to absorb and /or find other placements for the youth affected.
- A motion was made by Commission John Wiley Price and seconded by Judge Amber Givens-Davis to approve the Juvenile Department's request to renew contracts for residential services with existing residential service providers listed on Attachment 2 for FY2016. The motion was unanimously approved.

M. Continuation of Non-Residential Services Contract for FY2016:

Mr. Edwards asked the Board to approve the Juvenile Department's request to renew contracts for non-residential services with existing non-residential service providers listed on Attachment 2 for FY2016.

A motion was made by Commissioner John Wiley Price and seconded by Judge Paula Miller to approve the Juveniles Department's request to renew contracts for non-residential services with existing non-residential service providers listed on Attachment 2 for FY2016. The motion was unanimously approved.

N. Drug Court Professional Services Contract:

The Juvenile Department asked Board to approve the Juvenile Department's request to enter into contract for professional services with Judge George Ashford III for FY2016 from September 1, 2015 through August 31, 2016 in the amount not to exceed \$9,000.

A motion was made by Judge Paula Miller and seconded by Commissioner John Wiley Price to approve the Juvenile Department's request to enter into contract for professional services with Judge George Ashford III for FY2016 from September 1, 2015 through August 31, 2016 in the amount not to exceed \$9,000. The motion was unanimously approved.

O. TechShare Juvenile Resources Sharing Addendum No. 3:

The juvenile department recommends the Board to approve the TechShare Juvenile 2013 Resources Sharing Amendment No. 3 to augment the previous payment schedule. During the period of extension, the parties will be working cooperatively to draft a revised Resource Sharing Addendum for 2016. Except as specifically modified for this Amendment No. 3, all terms of the addendum, as previously amended, shall remain in effect for Dallas County. The change in payment schedule is for TJJD only.

- A motion was made by Judge Craig Smith and seconded by Commission John Wiley Price to approve the TechShare Juvenile 2013 Resources Sharing Amendment No. 3 to augment the previous payment schedule. During the period of extension, the parties will be working cooperatively to draft a revised Resource Sharing Addendum for 2016. Except as specifically modified for this Amendment No 3, all terms of the addendum, as previously amended, shall remain in effect for Dallas County. The change in payment schedule is for TJJD only. The motion was unanimously approved.
- A motion was made by Commissioner John Wiley Price and seconded by Judge Amber Givens-Smith to recess as the Dallas 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 Amber Givens-Smith. The motion was unanimously approved.

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

P. Charter School Update:

Mr. Edwards mentioned the Charter School started on August 17th. The campus has a new Campus Administrator Ms. Sheri Flinn. The total enrollment when school started in August was 457 youths. The campus just completed its first six weeks as of last Friday.

Point of information - Commissioner John Wiley Price asked what the campus anticipated for enrollment, Ms. Karen Ramos explained the campus currently has 473 youth; the target goal was 506 which is what the budget was crafted around. The target goal is for October 31 Snapshot date, for budget purposes the goal appears we will meet.

VII. Action Items – Academy for Academic Excellence

Q. Precision Business Machines, Inc. Contract with Academy for Academic Excellence:

Mr. Edwards asked the Charter School Board to approve the agreement between Precision Business Machines and the Academy for Academic Excellence for \$2,160.00 from State Aid.

- ➢ Point of Information Commissioner John Wiley Price asked if someone had made determination of the value of the machines in terms of their life. Mr. Karen Ramos explained with the die-cutter machine you keep putting different forms in the machine and new wood, that will never go away and there is new icons and new characters they purchase. With the poster machine it is run from a computer and the machine gets updates which are purchased.
- A motion was made by Commissioner John Wiley Price and seconded by Judge Amber Givens-Davis to approve the agreement between Precision Business Machines and the Academy Excellence for \$2,160.00 from State Aid. The motion was unanimously approved.

R. Acceptance of Estimated Federals Funds Entitlements:

Mr. Edwards recommended the Charter School Board grant permission for the Academy for Academic Excellence Charter School to accept and utilize the estimated federal funds for the FY2106 and any subsequent rollover federal funds.

- A motion was made by Judge Craig Smith and seconded by Judge Amber Givens-Davis to grant permission for the Academy for Academic Excellence Charter School to accept and utilize the estimated federal funds for FY2016 and any subsequent rollover federal funds. The motion was unanimously approved.
- A motion was made by Commissioner John Wiley Price and seconded by Judge Craig Smith to adjourn 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 Craig Smith to reconvene as the Dallas County Juvenile Board. The motion was unanimously approved.

VIII. <u>Executive Session - Juvenile Department</u>

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 5:55 p.m., following a motion by Judge Paula Miller seconded by Judge Amber Givens-Davis. The motion was unanimously approved. Meeting adjourned.



DISCUSSION ITEM

A.

October 2015

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

DCJD Employee of the Month: Fernando Mendoza (Placement).

DCID Employee with 15 Years of Service - Yvonne Gonzalez (Hill Center) and Mario Montes (District 9).

PROBATION SERVICES

Leah Prost, was selected to fill the vacant Field District 1 Supervisor position under the Probation Services Division. Ms. Probst has served the department in many diverse capacities and we look forward to working with her in her new position. Mr. Armando Guerra laterally transferred into the Intake Screening position from the Court Liaison Unit. On September 25, 2015, Mrs. Leslie Gipson attended a DWI Judiciary Roundtable hosted by the local chapter of Mothers Against Drunk Drivers (MADD) with topics related to current issues and trends in Texas law, procedures, and best practices as it relates to the DWI epidemic were discussed. The topics presented were: Drunk Driving Overview and MADD's Mission, Understanding the Root Causes for Increased Drug Related DWI's, Arrest and Prosecution of Drunk Driving Cases, and Power of Parents – Talking with Teens and Alcohol.

Community Service Restitution (CSR) Update:

Throughout the month of September 2015, a total of seven hundred and seventy (770) Court ordered CSR hours were completed by two

 Probation Caseload
 1317
 1378

 New Probationers
 95
 1052

 Review Hearings
 162
 1569

 Delinquent Conduct
 27
 153

 Technical Violations
 30
 238

Pre-Adjudicated

Total Caseload

PAIS

FIELD SERVICES - CY 2015

Sept.

528

127

1972

* Average

YTD

hundred and six (206) youth at various approved CSR sites in Dallas County. The CSR Coordinator supervised two CSR projects, the Mesquite Trash Bash and the Irving Trash Bash. A combined total of fifty two (52) hours were performed by fourteen (14) youth.

PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION

Psychology staff referred **83** youth for psychiatric services during the month of December. A total of **78** psychiatric consultations were performed with **59** of those being follow-up consultations. Of the **24** initial psychiatric consultations performed: **13** resulted in no medication being prescribed; **7** had already been prescribed psychotropic medications and continued those; **3** youth were already prescribed psychotropic medication was discontinued; and **1** was started on medication.

INSTITUTIONAL SERVICES DIVISION

DETENTION CENTER
MONTHLY REPORT SEPTEMBER 2015

Program News & Updates:

Since the opening of Couveture Studio, the inaugural class has produced some phenomenal oil paintings that are featured on the main hall. If you are in the neighborhood around 3:30 PM, peep in on the Honors residents carefully applying what they are learning — it's a beautiful sight!

START PROGRAM				
Activity	July	Aug	Sept	YTD
Individual Counseling Sessions	188	156	166	7801
Family Counseling Sessions	0	7	14	21
Victim Impact Panel participation	20	20	17	133
Participation in Family Training Sessions	55	53	47	446
Family Training Sessions	8	9	12	500
Case Staffing's	29	31	37	261
Probation Officer Participation in Case Staffing's	96.5%	93.5%	94.5%	

Volunteer Programs and Residents Activity:

Total Volunteer's/Hours for September 2015: Volunteers: 75 Intern: 0 Hours: 314.5

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: 28 residents

September Special Programs/Events:

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

Facing the Giants

Friday Night Socials - made possible by Covenant Church Juvenile Ministry

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

DETENTION	July	Aug	Sep	YTD
		Viville i		
Admissions	226	186	258	2257
Releases	227	178	237	2230
ADP	156	155	173	155
ALOS (days)	25.0	21.8	20.8	18.7
Detention Hearings	455	421	510	3521
TYC/Placement Trips	12	13	10	82
Local trips	76	85	67	566
Youth transported	77	89	62	560
START				
Admissions	13	11	8	97
Releases	9	9	15	106
Successful	8	9	15	98
Unsuccessful	1	0	0	8
Administrative	0	0	0	0
ADP	34	35	32	33
ALOS	92.8	90.8	91.6	91.9

MARZELLE C. HILL TRANSITION CENTER MONTHLY REPORT FOR SEPTEMBER 2015

	July	August	Sept.	YTD
Admissions	29	28	24	323
ADP	33	31	28	34
ALOS	33.4	29.6	31.9	28,2
Releases	35	28	26	324
Total Youth Served	64	57	53	351

Program Updates: Residents were out of school for the Labor Day Holiday. They enjoyed relaxing and activities back at the unit. Also, they continue to enjoy participating in Art Therapy held every Wednesday. Level 4 residents took part in an extra snack and games on every Friday. We welcomed Mr. Pyles to the team our new support staff.

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 that required more than basic first aid in September.

Services: 5 volunteer groups including 17 individuals provided a total of 39 hours of service.

MEDLOCK CENTER MONTHLY REPORT SEPTEMBER 2015

Medlock Center New Initiatives:

Medlock residents are preparing for the Hispanic Heritage Month activities that will start early October and culminate on October 15th. After the first semester of class, approximately eighteen (18) residents earned the A/B Honor Roll. These residents will attend an award event recognizing their accomplishments. October 7th thru 9th, Medlock Facility had its first PREA Compliance Monitoring visit. Jerome Williams, Director, PREA Compliance Department, conducted the audit. Although a numerical score is not given Mr. Williams stated Dallas County has set the standard for PREA compliance around the state amongst other juvenile departments and praised how well prepared we were.

Activities:

Training for STARS and EPIC youth and families; Full Gospel Holy Temple; Family Training; Lake Pointe Baptist Church; Potter's House; Pleasant Valley Baptist Church; Life Quest Essentials.

Medical Services/Transports:

Four (4) youth were transported to Parkland Medical Hospital for routine medical care. Fifteen (15) youth were transported to Henry Wade Detention for routine dental exams. One (1) youth was transported to court

and one (1) youth was transported for a Psychiatric appointment.

MEDLOCK CENTER				
	July	Aug	Sept	YTD
Total				
Admissions	5	4	3	45
Released	12	6	7	73
Successful	12	5	7	69
Unsuccessful	0	1	0	4
Administrative	0	0	0	0
ALOS	191.3	213.8	193.9	197.7
ADP	38	33	30	45
Total Youth				
Served	46	38	35	101
MEDLOCK STARS				
	July	Aug	Sept	YTD
Admissions	7	1	4	30

3.000,000	July	Aug	Sept	YTD
Admissions	7	1	4	30
Releases	2	1	10	25
Successful	1	1	8	18
Unsuccessful	1	0	2	7
Administrative	0	0	0	0
ALOS (days)	293.0	259.0	278.9	282.4
ADP	29	34	32	28
Total Youth				
Served	35	34	37	52

Volunteer /Intern Hours:

This month we had one (1) individual volunteer who was on campus for two and one half (2.5) hours. There were thirteen (13) group volunteers who were on campus for a total of twenty one (21) hours. The total volunteer hours for the month of September were twenty three and one half (23.5) hours.

TJJD Reports:

There was one PREA related (youth on youth) sexual harassment incident reported to TJJD during the month of September. There is not an update to report at this time as it is still being investigated.

Staff Training

Melissa Reilly and Kyra Bradley, Education Specialist, Parkland Health System/Rape Crisis provided training for all staff in Sexual Assault and the Juvenile Justice System.

YOUTH VILLAGE MONTHLY REPORT SEPTEMBER 2015

On Campus:

Family Training, PREP dog training program, El Centro College Computer, Nutrition/Culinary Arts, Food Management Class, Family Place and the Psychology Art Therapy Classes, Horticulture Classes and Tutoring classes. October 7th thru 9th, Youth Village had its first PREA Compliance Monitoring visit. Jerome Williams, Director, PREA Compliance Department, conducted the audit. Although a numerical score is not given Mr. Williams stated Dallas County has set the standard for PREA compliance around the state amongst other juvenile departments and praised how well prepared we were.

	July	Aug	Sep	ΥTD
		TOTALS		
Admitted	13	5	16	87
ADP	55	56	54	50
Total Youth Served	70	64	74	127
Releases	11	6	16	75
Successful	8	5	14	64
Unsuccessful	1	1	1	8
Administrative Rel.	2	0-	1	3
ALOS	213.3	188.8	176.1	195.2

Off Campus:

Eight (8) residents were transported off campus to participate in Service Training for a Café Momentum event and to actually work at the Café Momentum Restaurant. Eight (8) residents were transported to their Review Hearings at JDC court. One (1) resident was transported to his physical therapy appointment four times this month. One (1) resident was transported to a personal orthodontist appointment. Eight (8) residents were transported to attend church service at New Mt. Zion Baptist Church. One resident had an ENT appointment, one had a Radiology appointment and another resident was transported to his Grandmother's funeral.

Volunteer /Intern Hours:

Nine (9) individual volunteers provided one hundred six (106) hours of service. Two (2) chaplains provided ten (10) hours of service. Four (4) group members provided sixty-five (65) hours of service for a total of one hundred, eighty one (181) volunteer hours for the month of September.

Speaker Program: None

Staff Training: Verbal De-Escalation; PREA and Transgender Youth; First Aid and CPR. Youth Offender training was provided by Dr. Parker.

Medical Services

Thirteen (13) residents were transported to dental appointments at Juvenile Detention Center. Thirty-nine (39) were treated at the Med Van and twelve (12) were seen by Mental Health for a total of 149.

Religious Programs

Full Gospel Holy Temple, Mt. Zion Baptist Church, Countryside Bible and Shady Grove Baptist Church

Account of Reportable Injuries

There were not reportable Injuries for the month of September.

Escape/Furlough

On September 26, 2015 Resident Dammon Spencer absconded from the facility. A warrant was issued and the youth was detained at the Tarrant County Juvenile Probation Department on October 10, 2015 with additional charges. The Intake Unit at Dallas County arranged transportation for the youth to be returned to Dallas County Juvenile Probation on October 12, 2015; however, on October 12, 2015 the youth absconded from Tarrant County Juvenile Detention prior to the transport. The youth is currently on warrant status.

MONTHLY REPORT SEPTEMBER 2015

Community Initiatives:

Non-Residential Services received 50 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 six youth and families attending ESTEEM Court in the month of September. One youth began services and one youth graduated in the month of September. Aim, Functional Family Therapy, and Clinical Services has been providing services. The girls and their families participated in a family outing at Hunky's Burger and USA Bowl. ESTEEM Court graduation was held on September 30, 2015, in honor of five (5) girls that recently completed the program.

Resid	entia	ISP.	rvices:

Why Try Topics: (1) Tearing Off My Labels – how to remove the negative perceptions and labels that we

LETOT CE	NTER			···········
Residential	July	Aug	Sep	YTD
Admissions	20	30	24	230
Releases	24	25	22	228
ADP	22	22	23	24
ALOS	33.5	25.8	34.0	29.6
Total Youth Served	42	48	46	252
Intake/Orientation				
Admissions	58	64	60	734
Releases	57	66	57	731
ADP	1	1	2	2
ALOS	0.3	0.4	0.4	0.4
Total Youth Served	59	66	60	734

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 – 20, Call Backs – 5, Doctor's visits - 19 Recommendations are made for medical and/or clinical follow-up.

Volunteer Services:

Faith Based Volunteers: worship and religious study - 2 volunteers, 2 hours; Life Skills Volunteers: visiting and teaching - 16 volunteers, 42 hours; Special Events: 0 volunteers, 0 hours.

Clinical Services:

In the Residential Unit, Clinical Services held four process groups with the boys (9 residents) and eight process groups with the girls (22 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 (48 rounds). Held therapy sessions with 41 clients: 73 individual and 65 family sessions.

LETOT RESIDENTIAL TREATMENT CENTER MONTHLY REPORT SEPTEMBER 2015

Letot Capital Board Initiatives:

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

Leto	ot RTC			
Residential Treatment	July	Aug	Sept	YTD
Admissions	2	14	4	20
Releases	0	3	6	9
ADP	2	9	11	7
Total Youth Served	2	16	17	35

Residential Services:

Drug Education is being provided by the Dallas

County Juvenile Department's Substance Abuse Unit.

Social Skills: learning anger management, problem solving, moral decision making, positive peer interaction, team work, and leadership through groups, team building exercises, sports, and assignments.

Skillful Living: how to balance a check book, how to write a check, creating a grocery list on a budget, couponing, how to apply for a job, how to interview for the position, how to live on budget

Horticulture: learning responsibility by planting and nurturing of sustainable foliage, harvesting, learning the basics of gardening for both edible and ornamental plants,

Culinary Arts Program: opportunity to earn "Servsafe Food Handlers" certificate, possible internship at Café Momentum upon release

Medical Services:

Residential: Health Screens – 14, Call Backs – 0, Doctor's visits - 12 Recommendations are made for medical and/or clinical follow-up.

Volunteer Services:

Faith Based Volunteers: worship and religious study - 0 volunteer, 0 hour; Life Skills Volunteers: visiting and teaching - 1 volunteer, 1 hour; Special Events: 0 volunteers, 0 hours.

Yoga group: 11 residents participated in weekly yoga groups. These groups were conducted by our volunteer yoga instructor, Ms. Laura Fonville. As the girls participate in yoga, they will learn grounding techniques that will help them re-connect with their bodies and feel a sense of safety and self-efficacy.

Clinical Services:

All residents received weekly individual therapy (total of 82.5 hours in the month of September). The girls also received daily group therapy (art therapy, coping skills, girl empowerment, and process group). Art therapy is a therapeutic modality that encourages expression through the use of art materials. Clinicians conducted eleven art therapy groups this month. Coping skills group, which is rooted in Dialectical Behavior Therapy (DBT), teaches the girls to manage difficult thoughts and emotions. Nine coping skills groups were provided. The girl empowerment group enables the girls to increase their self-protective skills by discussing healthy and unhealthy relationships, power dynamics, and rights in order to increase self-esteem. Nine girl empowerment groups were conducted. The girls also participated in weekly process groups that enabled them to digest and apply the skills they learned

during the week. These groups explored issues such as transitioning to the RTC, being away from home, and understanding the RTC program. Nine process groups were provided.

Family therapy was also provided to all residents (25.4 client-contact hours). The clinical team also provided crisis intervention (26.5 client-contact hours) and clinical rounds (90 client contact hours). Clinical rounds consist of each clinical team member engaging with the youths, checking in, and providing support throughout the day.

Five of the residents have also received substance abuse education groups, twice a week, in the month of September. These groups are conducted by Ms. Roshunda Hartfield.

Eight residents were referred to the Parkland psychiatrist to continue monitoring their psychiatric health.

Youth with Faces has been involved in providing enrichment programs to the girls. All girls participated in Culinary Arts, twice a week, and received their food handler license. Additionally, six girls participated in Horticulture groups, twice a week.

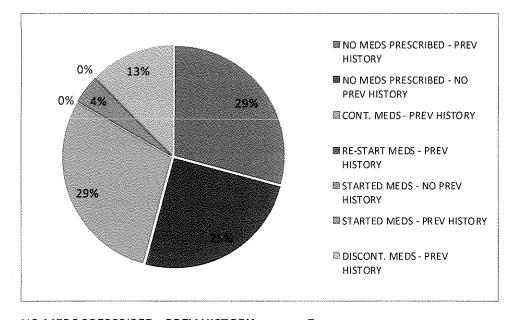
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250 youth accounted for the 258 total detentions.

PSYCHIATRIC CONSULTS COMP	LETED	- 2015											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	ОСТ	NOV	DEC	YTD
Total Consultations	107	86	109	107	94	82	137	138	83	·			943
A. Initial Consultations	23	31	36	60	44	22	28	56	24				324
B. Follow-Up Consultations	84	55	73	47	50	60	109	82	59				619
Total Number of Youth Receiving Consultations	101	71	90	99	90	82	133	125	78				869

TOTALS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ост	NOV	DEC	YTD
No Medication Prescribed	10	12	17	25	29	11	20	22	13				159
2. Medication Discontinued	0	1	2	3	2	3	3	1	3				18
3. Continued on Medication	11	14	12	20	5	4	2	24	7				99
4. Started on Medication	2	4	5	12	8	4	3	9	1				48



NO MEDS PRESCRIBED - PREV HISTORY -	7
NO MEDS PRESCRIBED - NO PREV HISTORY -	6
CONT. MEDS - PREV HISTORY -	7
RE-START MEDS - PREV HISTORY -	0
STARTED MEDS - NO PREV HISTORY -	1
STARTED MEDS - PREV HISTORY -	0
DISCONT. MEDS - PREV HISTORY -	3



DISCUSSION ITEM

В.

Juvenile Justice Alternative Education Program JJAEP REPORT September 2015

<u>Million Father March</u>: On September 15, 2015 - JJAEP participated in the Million Father March with approximately 30 participants.

Student Folder Audits:

District staff began the student folder audits at JJAEP. Student folders audits are conducted to ensure the authenticity of student grades and the number of grades recorded meet the requirements as indicated in the grading policy.

Staff/Students:

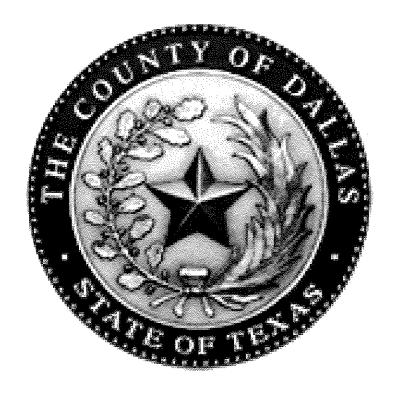
JJAEP is fully staffed and had an enrollment of 50 students in the month of September.

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Student E	nrollmen	tas of:	9/31/2015	Total Enrollment:	50			
Students	on Proba	tion/Spv.:	29	58.00%				
				OFFENSE				
Disc.:	20	40.00%	Mand.:	30	60.00%	Plmt.:	0	0.00%
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3	0	0.00%			Desoto-906	3	6.00%	
4	0	0.00%			DISD-905	12	24.00%	
5	1	2.00%			Duncanville-907	7	14.00%	
6	4	8.00%			Garland-909	4	8.00%	
7	4	8.00%			GPISD-910	0	0.00%	
8	10	20.00%			HPISD-911	0	0.00%	
9	17	34.00%			IRVING-912	7	14.00%	
10	6	12.00%	•		Lancaster-913	4	8.00%	
11 12	5	10.00%			Mesquite-914 RISD-916	7	14.00% 2.00%	
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10	Number 0	Percent 0.00%		ETHNICITY African American	Number 26	Percent 52.00%		
11	4	8.00%		Asian	0	0.00%		
12	4	8.00%		Caucasian	2	4.00%		
13	5	10.00%		Hispanic	22	44.00%		
14	12	24.00%		Native American	0	0.00%		
15	7	14.00%	•		50	100.00%		
16	11	22.00%						
17	6	12.00%						
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M-02	Weapons	s other than	Firearm				10	20.00%
		ed Assault					5	10.00%
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Avg. Daily	Attendan	ce:	43	84.90%	Cum. SY Daily Att	endance:	42	80.16%

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

2015-2016 School Year

The month of September began with 61 students and ended with 50 students enrolled to attend the Dallas County's JJAEP. On average, there were 43 or 84.90% of the students attending on any given day in September. Of the 50 students enrolled at month end, there were 20 discretionary referrals; 0 placement; and 30 mandatory referrals.



DISCUSSION ITEM

C.

Dr. Jerome McNeil Jr. Detention Center 3rd Quarter Report 2015

The Dr. Jerome McNeil, Jr. Detention Center is certified and has the capacity to house 322 youth. 3rd guarter statistics for the facility are as follows:

Incident Description (Performance Measures)	July	Aug	Sept	Quarter Total
Physical Restraints	25	27	30	82
Mechanical Restraints	4	10	14	28
Escape - Serious Incident	0	0	0	0
Attempted Escape - Serious Incident	1	1	0	2
Suicide Gesture - Serious Incident	4	4	4	12
Attempted Suicide - Serious Incident	1	0	2	3
Reportable Injury - Serious Incident	1	6	2	9
Staff Injuries	1	7	2	10
Youth on Youth Physical Assault - Serious Incident	4	2	3	9
Youth on Youth Sexual Conduct	0	0	0	0

Account of Reportable Injuries:

July:

(7/20/2015)- Resident D.L. was transported to Parkland Hospital Emergency room, via staff, due to swelling of his right hand caused by resident hitting glass window near Central Control.

August:

(8/7/2015)- Resident D.W. was transported to Parkland Hospital Emergency room, via staff, due to him pinching his right index finger between the bed and wall while trying to make his bed.

(8/18/2015)- Resident T.H. was transported to Parkland Hospital Emergency room, via staff, due to dislocating his shoulder while doing pushups.

(8/23/2015)- Resident A.R-S. was transported to Parkland Hospital Emergency room, via staff, due to having a seizure, causing him to hit his head on the floor.

(8/24/2015)- Resident B.T. was transported to Parkland Hospital Emergency room, via staff, due to him needing stitches on his chin after falling to the floor during a physical restraint. The restraint was required due to the residents continued aggressive behavior.

(8/29/2015)- Resident D.M. was transported to Parkland Hospital Emergency room, via staff, due to tripping in the stairwell, landing on hands, causing his left thumb to dislocate.

(8/31/2015)- Resident T.S. was transported, via ambulance, to Children's Hospital due to resident swallowing a piece of their wrist band.

September:

(9/10/2015)- Resident H.H was transported to Parkland Hospital Emergency Room, via staff, due to a severe cut over left eye caused by a physical altercation with another resident.

(9/23/2015)- Resident J.S was transported to Children's Hospital, via ambulance, due to resident having an elevated heart rate and feeling dizzy.

Lyle B. Medlock 3rd Quarter Report 2015

Lyle B. Medlock Treatment Facility is certified and has the capacity to house 96 youth. 3rd

quarter statistics for the facility are as follows:

Incident Description (Performance Measures)	July	Aug	Sept	Quarter Total
Physical Restraints	3	5	1	9
Mechanical Restraints	0	1	0	1
Escape - Serious Incident	0	0	0	0
Attempted Escape - Serious Incident	0	0	0	0
Suicide Gesture - Serious Incident	0	0	0	0
Reportable Injury - Serious Incident	0	0	0	0
Youth on Youth Physical Assault - Serious Incident	0	0	0	0
Attempted Suicide - Serious Incident	0	0	0	0
Staff Injuries	0	0	0	0
Youth on Youth Sexual Conduct (Non- Contact)	0	. 0	1	1

Account of Reportable Injuries:

July, 2015: None

August 2015: None

September, 2015: There was one incident reported to TJJD and PREA during the month of September. One resident alleged that another resident sexually harassed him (no organs were touching). There are no updates to report at this time.

Dallas County Youth Village 3rd Quarter Report 2015

The Dallas County Youth Village is a General Residential Operations to house up to 72 youth and certified by TJJD. 3rd quarter statistics for the facility are as follows:

Incident Description (Performance Measures)	July	Aug	Sept	Quarter Total
Physical Restraints	7	12	9	28
Mechanical Restraints	0	0	0	0
Runaway - Serious Incident	2	0	1	3
Attempted Escape - Serious Incident	0	0	0	0
Suicide gesture - Serious Incident	0	0	0	0
Reportable Injury - Serious Incident	0	0	0	0
Youth on Youth Physical Assault - Serious Incident	0	0	0	0
Youth on Youth Sexual Assault - Serious Incident	0	0	0	0
Attempted Suicide - Serious Incident	0	0	0	0
Staff Injuries Requiring Medical Treatment	1	0	0	1

Account of Reportable Injuries: There were no reportable injuries during this quarter.

Runaway: On 7/15/15 Residents L. Harrell and S. Robinson absconded from the facility after assaulting an employee. On 9/26/15 Resident D. Spencer absconded from the facility. Resident L. Harrell and S. Robinson have since been detained.

Staff Injuries: There was one staff injury doing this quarter.

Suicide Gesture: There were no serious incidents during this quarter.

Marzelle C. Hill Transition Center 3rd Quarter Report 2015

The Marzelle C. Hill Transition Center is certified and has the capacity to house 48 youth. 3rd quarter statistics for the facility are as follows:

Incident Description (Performance Measures)	July	Aug	Sept	Quarter Total
Physical Restraints	2	8	1	11
Mechanical Restraints	0	0	0	0
Escape - Serious Incident	0	0	0	0
Attempted Escape - Serious Incident	0	0	0	0
Suicide Gesture - Serious Incident	0	0	1	1
Reportable Injury - Serious Incident	0	0	0	0
Youth on Youth Physical Assault - Serious Incident	0	0	0	0
Attempted Suicide - Serious Incident	0	0	0	0
Staff Injuries	0	0	0	0
Youth on Youth Sexual Conduct	0	0	0	0

Account of Reportable Injuries:

July 2015: No reportable injuries

Aug. 2015: No Reportable Injuries

Sept. 2015: No Reportable Injuries

Sept. 2015: Serious incident: Resident JC draped a pillow case around his neck. The youth did not suffer any injuries.

Letot Residential Treatment Center 3rd Quarter Report 2015

The Letot Residential Treatment Center is registered by TJJD and has the capacity to house 96 residents. 3rd

quarter statistics for the facility are as follows:

Incident Description (Performance Measures)	Jul	Aug	Sep	Quarter Total
Physical Restraints	0	1	1	2
Chemical Restraints	0	0	0	0
Mechanical Restraints	0	0	0	0
Runaway - Serious Incident	0	1	4	5
Attempted Escape - Serious Incident	0	1	0	1
Attempted Suicide - Serious Incident	0	0	0	0
Reportable Injury - Serious Incident	0	0	1	1
Youth on Youth Physical Assault - Serious Incident	0	0	0	0
Youth Sexual Conduct - Serious Incident	0	0	0	0
Resident Injuries Requiring Medical Treatment	0	0	1	1
Staff Injuries Requiring Medical Treatment	0	0	0	0

Account of Resident Injuries:

July 2015: None

August 2015: None

September 2015: R.U.: On September 29, 2015, resident noticed her leg was swollen; resident is unsure how she obtained the injury. Medical attention was received that evening. On September 30, 2015, follow-up medical attention required resident to be seen at Parkland Hospital where she was diagnosed with a torn muscle in her right lower leg.



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:

October 26, 2015

To:

Dallas County Juvenile Board

From:

Dr. Terry S. Smith, Director

Subject:

Certification of the Letot Center

Background of Issue:

Section 51.126 of the Texas Family Code, added by the 81st Legislature, sets guidelines for inspection of non-secure correctional facilities by the Juvenile Judges and Juvenile Board:

Sec. 51.126. NON-SECURE CORRECTIONAL FACILITIES.

- (a) A non-secure correctional facility for juvenile offenders may be operated only by:
 - (1) a governmental unit, as defined by Section 101.001, Civil Practice and Remedies Code; or
 - (2) a private entity under a contract with a governmental unit in this state.
- (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 who 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 secure detention facilities, as appropriate, to receive Texas Juvenile Justice Department funding. The purpose of this briefing is to recommend the Juvenile Board certify the Letot Center as suitable for the confinement of children in accordance with the guidelines established by the Texas Legislature.

Impact on Operations

The Letot Center is located at 10505 Denton Dr., Dallas, Texas 75220, and provides temporary or emergency care services and supervision for 40 youth, ages 10-17, who are deemed appropriate for the Letot Center setting by the Court. Residents at the Letot Center are either awaiting court disposition, re-entry into the community, or awaiting transportation to 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 mentors. In FY2015, the Letot Center served a total of 330 residential clients for an average length of stay of 29 days, and an average daily population of 24 residents. The facility is licensed by the Texas Department of Family and Protective Services (TDFPS).

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:

The Texas Family Code requires each Judge of the Juvenile District Court and a majority of the members of the Juvenile Board to personally inspect the Letot 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.

Recommendation:

It is recommended that the Dallas County Juvenile Board certify the Letot 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

JUVENILE BOARD ORDER

ORDER No:

2015-xxx

DATE:

October 26, 2015

STATE OF TEXAS

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COUNTY OF DALLAS

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BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 26th day of October, 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,

each judge of the juvenile court and a majority of the members of the Juvenile Board personally inspected the Letot Center; and

WHEREAS,

as a result of the personal tour and inspection, the Judges of the juvenile court and the Dallas County Juvenile Board deemed the Letot 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 Letot 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 Standards for Non-Secure Juvenile Pre-Adjudication Detention.

DONE IN OPEN BOARD MEETING this 26th day of October, 2015.

and duly adopted by the Juvenile Board on a vote of _ for the motion and _ opposed. Recommended by: Approved by:	The forgoing Juvenile Board Order v	was lawfully moved by	and seconded b
Approved by.	and duly adopted by the Juver	nile Board on a vote of _ for the motio	on and _ opposed.
Dr. Torry C. Smith Director	Recommended by:	Approved by:	
Dallas County Juvenile Department Dallas County Juvenile Board	Dr. Terry S. Smith, Director	Judge Cheryl Lee Shannon, Cl	



ACTION ITEM



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:

October 26, 2015

To:

Dallas County Juvenile Board

From:

Dr. Terry S. Smith, Director

Subject:

2015 Annual Review of the Letot Center Policy 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 shall adopt written department policies and procedures. §341.9.Policy and Procedure Manual.
- (a) The chief administrative officer shall maintain and enforce a policy and procedure manual for the juvenile probation department, which shall include the policies, procedures, and regulations of the juvenile probation department as adopted by the juvenile board.
- (b) The chief administrative officer shall provide all employees with a copy of or access to the policy and procedure manual, review the manual on an annual basis and update it as necessary.

§343.2.Administration and Management.

(a) Policies and Procedures. The juvenile board shall 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.

Discussion:

The Juvenile Department is presenting the Letot Center Policy and Procedures for annual review and approval of the Juvenile Board. New policies in the policy and procedures manual since its approval by the Juvenile Board on October 27, 2014, are: The updated PREA Zero Tolerance policies and procedures.

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 Information:

The current changes to the Letot Center Policies and Procedure manual were approved by the Juvenile Departments Legal Advisor Ms. Denika Caruthers as to form. A red line copy of the manual is available for your review.

Recommendation:

It is respectfully recommended that the Dallas County Juvenile Board approve the 2015 Policy and Procedures for the Letot 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.

Recommended By:

Dr. Terry S. Smith, Director

Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO:

2015 -xxx

DATE:

October 26, 2015

STATE OF TEXAS

COUNTY OF DALLAS

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BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 26th day of October, 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 the 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 Probation Officer to review the policies and procedures manual on an annual basis and update it as necessary; and

WHEREAS,

the Letot Facility policies and procedures were fully compliant in accordance to the Texas Department of Family Protective Services Minimum Standards for Residential Services, Chapter 745 and Chapter 748; and

WHEREAS.

as a result of the Juvenile Board's tour and inspection, the Judges of the Juvenile District Court and the Dallas County Juvenile Board deemed the Letot Facility 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 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 Letot 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.

DONE IN OPEN BOARD MEETING this 26th day of October, 2015.

The forgoing Juvenile Board Order was I duly adopted by the Juvenile Board on a vote	lawfully moved by and seconded by e of _ for the motion and _ opposed.	, and
Recommended by:	Approved by:	
Dr. Terry S. Smith, Director Dallas County Juvenile Department	Judge Cheryl Lee Shannon, Chairman Dallas County Juvenile Board	



ACTION ITEM



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:

October 26, 2015

To:

Dallas County Juvenile Board

From:

Dr. Terry S. Smith, Director

Subject:

Indigent Defense Plan-2015

Background of Issue:

The purpose of this briefing is to obtain Juvenile Board approval of the edits made to the Indigent Defense Plan for Juvenile Courts.

The Fair Defense Act (FDA) requires adoption and publication of written plans for appointment of counsel in criminal and juvenile cases. The plans must be submitted to the Texas Indigent Defense Commission in each odd-numbered year no later than November 1st. Article 26.04(j)(4) Code of Criminal Procedure-Attorneys states that attorneys handling indigent juvenile delinquency cases must report the percentage or their practice time devoted to such cases for the previous 12 month period (October 1-September 30). Revisions have been made to the plan - to be in compliance with the submission portal, http://tidc.tamu.edu/attorneyreporting. Signage has been posted reminding attorneys of the portal and the reporting requirements.

The Texas Task Force on Indigent Defense has standardized the format of the plans. The plans are now submitted electronically and may be changed whenever edits are required.

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.

Financial Impact/Considerations:

Dallas County must comply with FDA and Texas Task Force on Indigent Defense requirements to be eligible to receive funding from the Task Force.

214-698-2200 Office

214-698-5508 Fax

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the request to comply with FDA and Texas Task Force on edits of the Indigent Defense Plan and authorize the Juvenile Board Chairman to submit the Revised Plan.

Recommended by:

Dr. Terry S. Smith, Director

Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO:

2015 - xxx

DATE:

October 28, 2015

STATE OF TEXAS

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COUNTY OF DALLAS

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BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 26th day of October, 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 purpose of this briefing is to obtain Juvenile Board approval of the edits made to the Indigent Defense Plan for Juvenile Courts; and

WHEREAS,

The Fair Defense Act (FDA) requires adoption and publication of written plans for appointment of counsel in criminal and juvenile cases. The plans must be submitted to the Texas Indigent Defense Commission in each odd-numbered year no later than November 1st. Article 26.04(j)(4) Code of Criminal Procedure-Attorneys states that attorneys handling indigent juvenile delinquency cases must report the percentage or their practice time devoted to such cases for the previous 12 month period (October 1-September 30); and

WHEREAS,

A copy of the revised Dallas Juvenile Board Plan and the green signage displayed at copy machines, outside courtrooms and posted by Court Coordinator's offices is also attached. This signage reminds attorneys of the portal and the reporting requirements; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the request to comply with FDA and Texas Task Force on edits of the Indigent Defense Plan and authorize the Juvenile Board Chairman to submit the Revised Plan.

DONE IN OPEN BOARD MEETING this 26th day of October, 2015.

The forgoing Juvenile Board Order was	lawfully moved byand seconded b
, and duly adopted by the Juvenile Boa	ard on a vote of _ for the motion andopposed.
Recommended by:	Approved by:
·	
Dr. Terry S. Smith, Director	Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Department	Dallas County Juvenile Board

Notice

Attorney Practice Time Reporting Due

Oct.15, 2015

Article 26.04(j)(4) Code of Criminal Procedure-Attorneys handling indigent juvenile delinquency cases must report the percentage or their practice time devoted to such cases for the previous 12 month period (October 1-September 30)

Report directly through portal:

https://tidc.tamu.edu/attorneyreporting/

Dallas Juvenile Board Plan

Preamble

11/30/2009

The 304th and 305th Juvenile District Courts of Dallas County shall use a system of appointment of attorneys for indigent Respondents, which includes a combination of the Public Defender's Office and Private Attorneys.

Prompt Detention Hearings

7/21/2010

- A. A child taken into custody must either be brought to a juvenile processing office without unnecessary delay where they may not be detained for longer than six hours pursuant to §52.025, Family Code, or another disposition authorized by §52.02, Family Code, including referral to the office designated by the juvenile board as intake for the juvenile court. The intake officer shall process the child according the requirement of §53.01, Family Code, and shall also inform the child and the child's parents of the right to appointed counsel if they are indigent and provide a form for the purpose of determining eligibility for appointment of counsel. If the child is not released by intake, then a Detention Hearing shall be held not later than the second working day after the child is taken into custody unless the child is detained on a Friday, Saturday or listed holiday in which case the detention hearing shall be held on the first working day after the child is taken into custody.
- B. Prior to the detention hearing the court shall inform the parties of the child's right to counsel and to appointed counsel if they are indigent, and of the child's right to remain silent as to the alleged conduct.
- C. The detention hearing may be conducted without the presence of the child's parent(s) or other responsible adult(s), however, in these cases the court must immediately appoint counsel or a guardian ad litem to represent the child.
- D. The court shall provide the attorney for the child access to all written matter to be considered by the Court in making the detention decision.

Indigence Determination Standards

The child's indigency is determined by the assets and income of the parent or other person responsible for the support of the child. Parents or other person's responsible for the support of the child shall be required to complete a financial information sheet provided by the Juvenile Probation Department for filing among the papers of the Court. Financial ability shall be determined from the information required in the document. A parent who fails to file a financial statement is presumed to be not indigent.

The Court in its discretion may conduct an Indigency Proceeding if the parent(s) or other person(s) responsible for the support of the child fails to submit the Financial Information Statement.

The Court can require the child and the child's parent(s) or other person(s) responsible for the child to respond to questions about the child's household financial status, produce documentation supporting financial information provided, and/or order a court official to verify the financial information provided.

Information gathered for determining indigence, both in the Financial Statement and through oral examination, may not be for any purpose other than:

- 1. Determining if the child is (or is not) indigent; or
- 2. Impeaching direct testimony of the child or the child's parent(s)/person(s) responsible for the support of the child regarding the child's indigence.

A child determined to be indigent is presumed to remain indigent for the remainder of the case unless a material change in the child's financial circumstances occurs.

A child's status as indigent or not indigent may be reviewed in a formal hearing at any stage of the court case. The child's indigent status will be presumed not to have changed. The presumption can be rebutted in the review proceedings based on the following:

- Evidence of a material change in the child's parent(s)/person(s) responsible for the support of the child and the child's financial circumstances; or

- Additional information regarding the child's parent(s)/person(s) responsible for the support of the child and the child's financial circumstances shows that they do not meet the standard of indigence contained in this plan.

If a child previously determined to be indigent is subsequently determined not to indigent the Court may order the child's parent(s) or other person(s) responsible for the child to pay the costs of the legal services to the attorney.

In determining whether a child is indigent the Court will take into consideration the parent's (or other person responsible for the child) income, assets, property owned, outstanding obligations, necessary expenses, and the number and ages of dependents of the parent. If the Court determines that the amount of real disposable income is less than the fee charged by competent counsel in Dallas County, Texas then the child will be presumed to be indigent.

In some instances parents or other persons responsible for the child request the appointment of private counsel although they are financially able to retain counsel. In these circumstances the Court shall appoint counsel in compliance with the terms of this plan but will notify the parent or other responsible party that they will be required to pay some portion or all of the expense of the attorney, including expenses and costs if their Financial Information Statement indicates the financial ability to do so.

Minimum Attorney Qualifications

Section Pending Approval

10/13/2015

Minimum Attorney Qualifications:

Attorneys must apply to each Court to be included on the Public Appointment List by submitting the attached Application/Affidavit with the Court Administrator. After submission of the

Application/Affidavit with the Court Administrator and review by the Judge, the attorney will be assigned to a category based on his/her qualifications and tentatively placed on the appointment list pending ratification by the Juvenile Board at the next regularly scheduled meeting for consideration of the Public Appointment List. Said lists shall be submitted for approval to the Juvenile Board annually.

To be eligible for an appointment list, an attorney must meet the following minimum standards:

General Requirements:

- 1. All attorneys on the appointment list must ensure all information on their application is correct;
- 2. An attorney must be a licensed practicing attorney and a member in good standing with the State Bar of Texas;
- 3. An attorney shall complete a minimum of 6 hours of Continuing Legal Education (CLE) in the area of Juvenile Law and procedure each year. All attorneys on the appointment list must file a certificate with the Court's Administrator each year attesting to completion of the required CLE or submit documentation showing that the attorney is certified as a specialist in Juvenile Law. Continuing legal education activity completed within a one year period immediately preceding an attorney's initial reporting period may be used to meet the educational requirements for the initial year. Continuing legal education activity completed during any reporting period in excess of the minimum of required hours for such period may be applied to the following period's requirement. The carryover provision applies to one year only;
- 4. An attorney shall submit by October 15th each year a statement that describes the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in this county for adult criminal cases and juvenile delinquency cases for the prior 12 months that begins on October 1 and ends on September 30. The report must be submitted **by the attorney through the electronic reporting portal** utilizing the online form to the Texas Indigent Defense Commission/form prescribed by the Texas Indigent Defense Commission.
- 5. Must be knowledgeable in juvenile law and be aware of collateral consequences of a juvenile adjudication and disposition;

- 6. Must maintain an office capable of receiving email, fax and telephone calls;
- 7. Must have the ability to produce typed Motions and Orders.

Continuing Legal Education may include self-study, teaching at an accredited CLE activity, or other CLE activities accredited under Section 4, Article XII, of the State Bar Rules.

Attorneys placed on the list for appointments must provide proof during each 12 month reporting period that they meet the minimum CLE requirements. Attorneys who fail to provide proof that they meet the CLE requirements will be removed from the list.

Qualifications Per Category

1. CINS CHARGES

- A. Meet the General Requirements;
- B. Must have a minimum of 1 year work experience in the practice of law or participation as counsel/co-counsel on three (3) juvenile cases.

II. DELINQUENCY CHARGES WITH NO TJJD COMMITMENT POSSIBLE:

- A. Meet the General Requirements;
- B. Have a minimum of one (1) year experience in the practice of law or participate as counsel/co-counsel in five (5) juvenile cases.

III. DELINQUENCY CHARGES WITH TJJD COMMITMENT POSSIBLE:

- A. Meet the General Requirements;
- B. Have a minimum of two (2) years in the practice of law or participation as counsel/cocounsel in ten (10) juvenile cases. A minimum of 10 hours of certified CLE credit in juvenile law each year or Board Certified in Juvenile Law.

IV. DETERMINATE SENTENCING CHARGES:

- A. Meet the General Requirements;
- B. A minimum of three (3) years experience in the practice of law or participation as counsel/co-counsel in 15 juvenile cases. A minimum of 10 hours of certified CLE credit in Juvenile Law each year of Board Certified in Juvenile Law.

V. <u>CERTIFICATION CHARGES</u> (Discretionary Transfer to Criminal Court):

- A. Meet the General Requirements;
- B. A minimum of three (3) years experience in the practice of law or participation as counsel/co-counsel in 20 juvenile cases. A minimum of 10 hours of certified CLE credit in juvenile law each year or Board Certified in Juvenile Law.

VI. MENTAL HEALTH ISSUES AND APPEALS:

- A. Meet the General Requirements;
- B. At least the requirements qualifications for determinate sentencing charges or Board Certified in Juvenile Law.

Duties of Appointed Counsel

Appointed counsel shall:

- 1. Make every reasonable effort to:
 - Contact the child by the end of the first working date on which the attorney is appointed; and
 - Interview the child as soon as practicable after the attorney is appointed.
- 2. Represent the child until:
 - -The case is terminated;
 - -The family retains an attorney'
- -The attorney is relieved of his/her duties by the court or replaced by other counsel.
 - 3. Investigate, either by self or through an investigator, the facts of the case and be prepared to present any factual defense that may be reasonably and arguably available to the child.
 - 4. Brief the law of the case and be prepared to present any legal defense that may be reasonably and arguably available to the child.
 - 5. Be prepared to negotiate with the prosecutor for the most favorable solution of the case as can be achieved through a plea agreement.
 - 6. Be prepared to try the case to conclusion either with or without a jury;

- 7. Be prepared to file post-trial motions, give notice of appeal and ensure that the Court is advised of the child's desire to appeal the case so that counsel can be appointment if needed and/or required.
- 8. Maintain reasonable communication and keep the child informed of the status of the case.
- 9. Advise the child on all matters involving the case and such collateral matters as may reasonably be required to aid the client in making appropriate decisions about the case.
- 10. Perform the attorney's duty owed the child in accordance with the procedures, the requirements of the Code of Criminal Procedure and the Family Code, and applicable rules of ethics.
- 11. Manage attorney's workload to allow for the provision of quality representation and the execution of the responsibilities listed in these rules in every case.
- 12. Contact the court immediately by fax, email, phone or personal contact if for any reason the appointment cannot be accepted.

Prompt Appointment of Counsel

10/15/2013

Appointment after Adjudication or Certification Petition served when child is in custody

The Juvenile Courts of Dallas County require that if charges are to be filed on a child in custody, that the same be filed within ten (10) days of the initial detention hearing. If a child is in custody when his or her first detention hearing is held, Section 51.10(f) requires that an attorney be appointed, if it is determined that the child's family cannot afford to employ counsel. Section 51.10 (c) further requires that if for any reason the child is not represented by counsel at the initial detention hearing and the child is detained, the court is required to "immediately" appoint counsel or order parents to retain counsel if the court has determined that they are financially able to do so.

Since it is often difficult to make a determination of financial need in a timely fashion, the Juvenile Public Defender will be appointed to represent all children in custody for their detention hearings. Parents will be advised that they have the right to retain private counsel at any stage of the

proceedings and said private counsel may appear to represent the child for his/her detention hearing. In the absence of private counsel (either retained or otherwise appointed herein) the public defender will continue representation at the detention hearing for so long as the child remains in custody. Upon the filing of an adjudication or certification petition, if the family is financially unable to employ counsel, the Juvenile Public Defender will continue the appointment on the case unless replaced by a private attorney on the public appointment list. The preference shall be for the continuation of the Public Defender unless a conflict exists, the complexity of the case requires another appointment, or the caseload of the Public Defender requires the appointment of private counsel. In all cases where counsel is required to be appointed the same will be accomplished pursuant to the plan as set forth herein.

The attorney appointed (whether Public Defender or Private Attorney from the Public Appointment list) shall make every reasonable effort to contact a child in detention by the end of the first working day after receiving the notice of appointment or inform the court that the appointment cannot be accepted. Contacting the child in detention may be by personal visit (including contact during a detention hearing), by phone, or by video teleconference. Contacting the court may be by fax, email, phone or personal visit.

Appointment after Adjudication or Certification Petition served when child not in custody.

If a child is released at the initial detention hearing, or was released by intake, or referred to the Juvenile Court without being in custody, then there is no need under Section 51.01 for appointment of counsel unless and until a petition for adjudication or discretionary transfer is filed. If a petition is filed then the Court is required by Section 51.101 to determine indigency and if it is determined that the family is indigent, appointment becomes necessary not later than five working days after the petition is served on the child. Because the Court has no financial information on the parents to make a determination of indigency at the point of service, the Public Defender's office will be appointed at the time the service of citation is issued in order to comply with the Statute. The parents will receive notification of the appointment of the Public Defender with their citation and will

be advised that the appointment will be reviewed by the Court at the child's first Court hearing at which time the Public Defender may be continued on the case or Private Counsel appointed if the family has not retained counsel. Along with the citation and appointment, parents will additionally receive a Financial Information Statement with instructions to complete the Statement before the child's first hearing for the Court's review in making appointments on the case because of indigency. If indigency is determined at the initial hearing and appointment of counsel needs to continue, preference shall be given to the appointment of private counsel from the Public Appointment List in the manner herein outlined to allow the Public Defender to be primarily appointed for children in custody.

Appointment after Modification Motion filed

If a child is already on judicial probation and a Motion to Modify is filed that seeks either revocation with commitment to the <u>Texas Juvenile Justice Department</u> or modification to require confinement in a secure local facility, then indigency must be determined upon the filing of the petition and if the family is determined to be indigent, appointment of counsel made within five days of filing the motion. The obligation to determine indigency arises from the filing of the Motion to Modify, rather than from serving it, since the law does not require that a Motion to Modify be served. (Section 54.05 (d) merely requires that reasonable notice be given to all parties).

Department, then under Section 54.05(h) and 51.10(b)(4) both an attorney and a hearing before the Juvenile Court are required and cannot be waived. If the Motion seeks confinement in a secure facility for more than 30 days, then both an attorney and hearing are required. If the motion seeks confinement in a secure facility for 30 days or less, then an attorney is required under Section 51.101 (e), but a hearing may be waived by the child and counsel under Section 54.05(h). Appointing counsel when modification and any term of secure confinement is sought is required constitutionally in both criminal and juvenile case even for short periods of confinement, such as 30 days.

If a prior finding of indigency has been made, upon the filing of a Motion to Modify the Court will presume indigency of the family of a child who is on probation and the Court will reappoint the previous attorney. If the family has previously retained counsel indigency will not be presumed.

Attorney Selection Process

7/2/2014

The 304th and 305th Juvenile District Courts shall create separate lists from which private attorneys are appointed to represent indigent children. Each list will be alphabetized and delineate the assigned category of the attorney recognizing the differences in qualifications and experience necessary for appointment for different types of cases and will thus be a graduated list.

The categories are as follows: (1) cases in which the allegations are of conduct indicating a need for supervision; (2) cases in which the allegations are of delinquent conduct in which commitment to TJJD is not permissible (misdemeanor cases without the required prior adjudications or contempt of a justice or municipal court); (3) cases in which the allegations are of delinquent conduct in which indeterminate commitment to TJJD is possible; (4) cases in which determinate sentence proceedings have been initiated or anticipated to be initiated by obtaining and jury approval of a petition alleging a covered offense; (5) cases in which proceedings for discretionary transfer to criminal court have been initiated by the filing of a certification petition or motion for discretionary transfer; (6) cases involving mental health issues or other special needs (such as language) and cases in which appeals are being taken. An attorney is presumptively qualified in the category or categories preceding their assigned level, excluding special needs.

The lists of attorneys in categories 1 thru 3 shall appear alphabetically followed by an alphabetical list of the attorneys in categories and 4 thru 6.

Appointing Attorneys To Cases From the Public Appointment List.

In cases where the Judge (including his/her designees) determines that the appointment of a public attorney is appropriate, the appointment shall be made from the appointment list using a system of rotation. The Judge (including his/her designee) shall determine the proper category (based on the classifications herein established) and shall appoint an attorney from the list using a system of rotation. The Judge (including designee) shall appoint attorneys from among the next five names on the appointment list in the order in which the attorney's names appear on the list for the category involved, unless the court makes a finding of good cause on the record (which may be by docket sheet entry) for appointing an attorney out of order. An attorney who is not appointed in the order in which the attorney's name appears on the list shall

remain next in order on the list for his/her assigned category.

Fee and Expense Payment Process

10/15/2013

PAYMENT FOR INDIGENT DEFENSE

Section 51.10 (i) provides that an attorney appointed to represent the interests of a child shall be paid from the general fund of the county in which the proceedings were instituted according to the schedule in Article 26.05 of the Texas Code of Criminal Procedure.

Appointed counsel will be paid a reasonable attorney's fee for performing the following services, based on the time and labor required, the complexity of the case, and the experience and ability of the appointed counsel:

- time spent in court making an appearance on behalf of the Respondent as evidenced by a
 docket entry, time spent in trial, and time spent in a proceeding in which sworn oral
 testimony is elicited;
- 2) reasonable and necessary time spent out of court on the case, supported by any documentation that the court requires;
- 3) preparation of an appellate brief and preparation and presentation of oral argument to a Court of Appeals or the Court of Criminal Appeal; and

4) preparation of a motion for rehearing.

In accordance with the fee schedule previously adopted by the Juvenile Board, court appointed attorneys shall be paid \$100.00 per court appearance or per hour and \$100.00 per hour for out of court time expended. Appointed counsel shall be required to itemize the types of out of court services performed.

If an attorney submits a payment voucher that is disapproved in whole or in part by the trial judge, the attorney can appeal the trial court's decision to the presiding judge of the administrative judicial region, whose decision on the matter is final.

Investigative and Expert Expenses

A private attorney appointed to represent a Respondent shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Expenses incurred with and without prior court approval shall be reimbursed according to the procedures set for below. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Attorneys are encouraged to seek such prior court approval.

Procedure With Prior Court Approval:

Appointed counsel may file with the trial court a pretrial *ex parte* confidential request for advance payment of investigative and expert expenses. The request for expenses must state, as applicable:

(1) the type of investigation to be conducted or the type of expert to be retained; (2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and (3) an itemized list of anticipated expenses for each investigation or each expert.

The Court shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the court denies in whole or in part the request for expenses, the court shall:

(1) state the reasons for the denial in writing; (2) attach the denial to the confidential request; and (3) submit the request and denial as a sealed exhibit to the record.

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Procedure Without Prior Court Approval:

Appointed counsel may incur investigative or expert expenses without prior approval of the court. On presentation of a claim for reimbursement, the court shall order reimbursement of counsel for the expenses, if the expenses are reasonably necessary and reasonably incurred. Unreasonable or unnecessary expenses will not be approved.

Plan Documents

Dallas Juvenile Board Affidavit of Indigence.pdf (11/30/2009 1:05:33 PM) <u>view</u>
Dallas Juvenile Board Attorney Application for Appointment.doc (11/30/2009 2:30:17 PM) <u>view</u>
Dallas Juvenile Board Attorney Fee Schedule.docx (10/4/2011 12:11:33 PM) <u>view</u>
Dallas Juvenile Board Attorney Fee Voucher.pdf (11/30/2009 1:06:47 PM) <u>view</u>



ACTION ITEM

G.



DALLAS COUNTY JUVENILE DEPARTMENT

Dr. Terry S. SmithDirector Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center

2600 Lone Star Drive, Box 5

Dallas, Texas 75212

MEMORANDUM

Date:

October 26, 2015

To:

Dallas County Juvenile Board

From:

Dr. Terry S. Smith, Director

Subject:

Approval of a Memorandum of Understanding with Rainbow Days, Inc.

Background of Issue:

Rainbow Days is a Dallas based nonprofit organization founded in 1982 teaching youth the skills they need to succeed and stay drug free. Rainbow Days' Children, Youth and Family Services (CYFS) division provides life skills education to children, youth and families living in high-risk situations in the Dallas area. Over 14,200 children and youth and 1,000 parents participate annually in one or more education or life enrichment programs offered by Rainbow Days. Rainbow Days wishes to partner with the Dallas County Juvenile Department to provide Curriculum-Based Support Group (CBSG®) programs. The goal of the programming is to interrupt and prevent the intergenerational cycle of family chemical dependency by helping youth to build individual coping skills and personal resiliency.

The purpose of this brief is to approve the memorandum of understanding with Rainbow Days and the Dallas County Juvenile Department.

Impact on Operations and Maintenance:

Since September 1, 2014, Rainbow Days has provided research-based curriculum for youth at the Hill Center, Evening Reporting Center, and Substance Abuse Unit.

The CBSG® program provides a research-based, interactive, multi-cultural curriculum. Lesson content and intent are essentially the same across all age groupings, but discussions and experiential activities — which are the foundation for each lesson — are targeted to specific ages/developmental levels, and adapted to address the unique needs of different implementation settings. The support group modality sets the CBSG® program apart from other preventive interventions and provides several additional protective factors, including: small group numbers; more time for discussion and skills practice; the emotional and social safety of a highly structured and supportive process, including group rules and confidentiality; opportunities for bonding; less stress; and the emotional support of a caring, trained group facilitator. Rainbow Days provides to the Dallas County Juvenile Department a total of three 12-week groups with session topics that include feelings, handling anger, coping skills, chemical dependency, dreams & goal setting, making healthy choices, friends, and resisting negative peer pressure. These groups typically have ten youth participating.

Rainbow Days is listed on the National Registry of Evidenced Based Programs and Practices for SAMHSA (Substance Abuse Mental Health Services Administration).

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 R. Caruthers. The Memorandum of Understanding requires the signature of the Chair of the Juvenile Board.

Financial Impact/Considerations:

Rainbow Days will provide the service at no cost to Dallas County.

Performance Impact Measures:

Youth who complete a Rainbow Days Support Group show the following outcomes:

- Participants will take a pre- and post- survey to gauge the increase in their understanding of what
 constitutes good character, including; a decrease in rebelliousness and conduct problems and an
 improvement in their coping, life and social skills.
- Participants increase their understanding of and commitment to healthy choices including adopting a non-use attitude toward alcohol, tobacco and other drugs.

An independent evaluator with the University of North Texas Health Services Science Center reviews the information and compiles the data findings for the State of Texas. Between September 1, 2014 and August 30, 2015 three 12-week Rainbow Day Support Groups served a total of 180 youth.

Project Schedule/Implementation:

This agreement is from October 1, 2015 to September 30, 2016. Rainbow Days will provide groups as scheduled by the respective Dallas County Juvenile Department program.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the services outlined in the Memorandum of Understanding with Rainbow Days.

Recommended by:

Dr. Terry S. Smjth, Director

Dallas County/Juvenile Department

JUVENILE BOARD ORDER

ORDER NO:

2015-XXX

DATE:

October 26, 2015

STATE OF TEXAS

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COUNTY OF DALLAS

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BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 26th day of October 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name

Name

Name

Name

Name

Name

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

WHEREAS,

Rainbow Days is a Dallas based nonprofit organization founded in 1982 that teaches youth the skills they need to succeed and stay drug free. Rainbow Days' Children, Youth and Family Services (CYFS) division provides life skills education to children, youth and families living in high-risk situations in the Dallas area. Over 14,200 children and youth and 1,000 parents participate annually in one or more education or life enrichment programs offered by Rainbow Days. Rainbow Days wishes to partner with the Dallas County Juvenile Department to provide Curriculum-Based Support Group (CBSG®) programs; and

WHEREAS.

the goal of the programming is to interrupt and prevent the intergenerational cycle of family chemical dependency by helping youth to build individual coping skills and personal resiliency. Rainbow Days will provide research-based curriculum for youth at the Hill Center, Evening Reporting Center, and Substance Abuse Unit; and

WHEREAS,

the CBSG® program provides a research-based, interactive, multi-cultural curriculum. Lesson content and intent are essentially the same across all age groupings, but discussions and experiential activities — which are the foundation for each lesson — are targeted to specific ages/developmental levels, and adapted to address the unique needs of different implementation settings; and

WHEREAS,

the support group modality sets the CBSG® program apart from other preventive interventions and provides several additional protective factors, including: small group numbers; more time for discussion and skills practice; the emotional and social safety of a highly structured and supportive process, including group rules and confidentiality; opportunities for bonding; less stress; and the emotional support of a caring, trained group facilitator. Session topics include feelings, handling anger, chemical dependency, dreams & goal setting, making healthy choices, friends, and resisting negative peer pressure; and

Dr. Terry S. Smith, Director

Dallas County Juvenile Department

WHEREAS,	this request complies with Vision 3: Dallas is <i>safe</i> , <i>secure</i> , <i>and prepared</i> , by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system; and
WHEREAS,	youth who complete a Rainbow Days Support Group will show two core outcomes. Participants will improve their understanding of what constitutes good character, including a decrease in rebelliousness and conduct problems and an improvement in their coping, life and social skills, and participants will increase their understanding of and commitment to healthy choices including adopting a non-use attitude toward alcohol, tobacco and other drugs; and
WHEREAS,	this agreement is from October 1, 2015 to September 30, 2016. Rainbow Days will provide groups as scheduled by the respective Dallas County Juvenile Department program. Rainbow Days will provide the service at no cost to Dallas County.
services outline	RE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve the d in the memorandum of understanding with Rainbow Days.
DONE IN OPEN	BOARD MEETING this 26th day of October, 2015.
The for	going 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:

Judge Cheryl Lee Shannon, Chairman

Dallas County Juvenile Board



Memorandum of Understanding Between Rainbow Days, Inc. And

Dallas County Juvenile Probation on behalf of THE DALLAS COUNTY JUVENILE BOARD (County)

Youth Prevention Services

This Memorandum of Understanding (MOU) is entered into by Rainbow Days, Inc. (RDI) and the Dallas County Juvenile Probation on behalf of THE DALLAS COUNTY JUVENILE BOARD (County) for the purpose of promoting community-based substance abuse prevention and delivering alcohol, tobacco and other drug-use prevention strategies and programs to at-risk youth ages 11 to 17. Services will be delivered at no cost.

Rainbow Days, Inc. will:

- a) Provide on-site the **12-session** *Curriculum-Based Support Group (CBSG®)* **Program** for youth, 6th-12th grade with a group size of no more than 10-12 youth with no more than 2 years age/grade difference.
- b) Provide an Indicated Prevention Screening for all participating youth to identify their risk and protective factors;
- Provide prevention education counseling for youth participants whose screening reflects risk factors that identify specific needs for which the youth will receive referrals;
- d) Provide prevention presentations to include Minors and Tobacco information and/or Alcohol & Other Drug information as scheduled;
- e) Provide youth awareness and/or family awareness educational presentations and information dissemination to parents as scheduled;
- f) Provide Tobacco and/or Alcohol & Other Drug alternative activities as scheduled;





- g) Establish a problem identification and referral linkage for youth who have used or are at risk of the inappropriate use of tobacco, alcohol, and other drugs as determined through an indicated prevention screening; or are exhibiting signs of other behavioral/mental health needs;
- h) Provide Alcohol, Tobacco, and Other Drug (ATOD) Information Dissemination;
- i) Perform criminal background checks and employee history checks on all Rainbow Days employees. Rainbow Days will not employ any person to perform Services under this Agreement who has a criminal history of being convicted of a felony, a crime of moral turpitude, or any crime involving children. Rainbow Days will make available to Dallas County Juvenile Probation evidence of satisfying the requirements of this paragraph.
- j) Ensure and maintain 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 \$5000.00 for any one (1) occurrence is in place for Rainbow Days programs. Rainbow Days carries an additional umbrella policy of \$2,000,000 for events related to the covered activity but not outlined in the policy.
- k) 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.
- Administer confidential, standardized pre- and post tests for (CBSG[®]) Program participants;
- m) Provide trained staff to facilitate group sessions; staff are CPR/First-aid Certified;
- n) Acknowledge and abide by Dallas County Juvenile Probation's confidentiality policies. Under no circumstances shall Rainbow Days, Inc. release or divulge any confidential material, information, or documents received in the performance of services under the Agreement.





- o) Supply all consumable materials needed for programming;
- p) Provide Resource Information to site personnel.

Dallas County Juvenile Probation Agrees to:

- a) Provide appropriate meeting space on-site for scheduled Rainbow Days, Inc. program services (includes appropriate seating and tables);
- b) Refer appropriate youth, grades 6-12, to the support group program with a group size of no more than 12; minimum of 10;
- c) Notify Rainbow Days, Inc. of any changes in program scheduling;
- d) Designate a staff person who will be available during group sessions to assist as needed;
- e) Provide Rainbow Days, Inc. with any additional information and records necessary to insure youth and staff's safety and well-being. These include, but are not limited to, copies and/or information about emergency plans and supplies, fire and safety drills, discipline plans, special health concerns for individual participants, and/or registration and emergency contact forms.

Sovereign Immunity

This contract is expressly made subject to 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 parties or the County has by operation of law. Nothing herein is intended to benefit any third-party beneficiaries to this Contract.

<u>Venue</u>

In providing Services required by this Contract, Contractor 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 Contract 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.





Indemnification

DALLAS COUNTY, DALLAS COUNTY COMMISSIONERS, ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREINAFTER "INDEMNITEES") SHALL NOT BE LIABLE TO RAINBOW DAYS, 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 PROPERTY ON BEHALF OF THE COUNTY. THE PARTIES AGREE THAT EACH SHALL BE RESPONSIBLE FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITIES AND DEFENSES AVAILABLE TO COUNTY UNDER TEXAS LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. COUNTY IS REPSONSIBLE TO VERIFY THAT THEIR SUBCONTRACTOR'S HAVE ALL NECESSARY LICENSES AND INSURANCE.

Both parties agree to respect the spirit and intent of this MOU and to fulfill, to the maximum extent possible, the specific steps outlined in this document.

This MOU is in effect from October 1, 2015 through Septe	mber 30, 2016:
Cathey Brown	10-8-15
Cathey Brown, M. Ed.	Date
Chief Executive Officer	
Rainbow Days, Inc.	
	4
Dallas County Substance Abuse Unit	Date

On behalf of The Dallas County Juvenile Board (County)



APPROVED AS TO FORM:

Ву:
Denika R. Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department





ACTION ITEM

H.



DALLAS COUNTY IUVENILE DEPARTMENT

Dr. Terry S. SmithDirector Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center

2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

DATE:

October 26, 2015

TO:

Dallas County Juvenile Board

FROM:

Dr. Terry S. Smith, Director

SUBJECT:

Approval to Conduct 16th Annual Conference on the Treatment of Juveniles with Sexual Behavior

Problems: May 5-6, 2016

Background:

The Clinical Services Division of the Juvenile Department is a leader in the treatment of juveniles with sexual behavior problems, having delivered training and presentations to professional associations and giving testimony before the State Legislature regarding specialized treatment. In order to provide quality professional development to our Psychology Division, probation staff, and the community, as well as remaining abreast of the most recent research and developments in the field of juvenile sex offenders, the department began offering an annual conference on the treatment and supervision of juvenile sex offenders in 1998. These annual conferences are highly successful and draw participation throughout the state. The Dallas County Juvenile Board has previously allowed the department to charge a minimal registration fee to attend this conference. These conferences have been attended by approximately 100 or more participants and all costs associated with the conference were covered by the registration fees.

The Juvenile Department is requesting permission to conduct its 16th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems.

Impact on Operations:

The 2016 workshop is scheduled for May 5-6, 2016, and will be held at the Henry Wade Juvenile Justice Center. The Juvenile Department's Training Unit will coordinate the logistical arrangements and the Clinical Services staff will determine the content of the conference and the recruitment of speakers. Participants will receive 14 continuing education units (CEUs) for the two day event. CEU hours will apply to the required training hours for Licensed Sex Offender Treatment Providers, Licensed Professional Counselors, Psychologists, Texas Juvenile Justice Department (TJJD) Parole Officers, and Juvenile Probation Officers.

Strategic Plan Compliance

This request conforms with Dallas County Strategic Plan, Vision 3.1: Synergize public safety programs and services across the County.

Financial Impact:

The Juvenile Department will charge external workshop attendees a \$270 registration fee for both days and a \$160 registration fee for one day. The early registration fee for one day is \$145 and \$240 for two days. College students will be charged a 2-day conference fee of \$130 and 1-day conference fee of \$100. Group discounts range from a \$10 to \$40 discount depending on the number of individuals in the group and how early they register. Approximately 100 participants are expected to attend, which includes 50 internal Juvenile Department employees who will not be charged a fee to attend. Registration fees will be deposited into the Annual Sex Offender Workshop Project fund - account No. 94022. Any proceeds remaining after expenses will be utilized to pay costs associated with staff development, training, or the purchase of supplies, materials, or equipment for the department's Training or Clinical Services Units. Expenses include: two speakers at \$1,250 per speaker (total \$2,500) plus travel expenses and per diem according to the county and state codes; \$900 for food and \$1000 for supplies.

This information has been reviewed and approved by Ms. Carmen Williams, Budget Supervisor.

Legal Impact:

Dallas County internal control system and local government code require Juvenile Board authorization order to engage in account payable or account receivable transactions associated with this event. Additionally, future utilization of surplus revenue associated with this event requires the same approval.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to host the 16th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems scheduled for May 5-6, 2016, and to charge attendees other than the internal Juvenile Department staff a \$270 registration fee for both days and \$160 registration fee for one day or a discounted rate for early registration as well as group registrations. It is also recommended that the Dallas County Auditor be authorized to utilize project account No. 94022 for accepting registration fees and paying expenses associated with the conference. Further, it is requested that the Dallas County Juvenile Department be allowed to utilize any funds remaining after payment of all expenses to pay for further staff development and training, or the purchase of supplies, materials or equipment for the department's Training Unit or Clinical Services Units.

Recommended by:

Dr. Terry S. Smith, Director

Dallas County Juvenile Department

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

JUVENILE BOARD ORDER

ORDER NO:

2016-XXX

DATE:

October 26, 2015

STATE OF TEXAS

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COUNTY OF DALLAS

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BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 26th day of October, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

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 October 26, 2015 regarding the Juvenile Department's request to conduct its 16th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems; and

WHEREAS,

the 2016 conference is scheduled for May 5-6, 2016 and will be held at the Henry Wade Juvenile Justice Center; and

WHEREAS,

attendees other than the fifty internal Juvenile Department attendees will be charged a \$270 registration fee for both days and \$160 registration fee for one day, including any discount fees for early registration (\$240 registration fee for both days and \$145 registration fee for one day) and group discounts (ranging from a \$10 to \$40 discount depending on the number of individuals in the group and how early they register); college students will be charged a 2-day conference fee of \$130 and 1-day conference fee of \$100; and

WHEREAS,

registration fees will be deposited into the Annual Sex Offender Workshop Project fund - account No. 94022; and

WHEREAS,

proceeds remaining after expenses will be utilized to pay costs associated with staff development, training, or the purchase of supplies, materials or equipment for the department's Training or Clinical Services Units; and

WHEREAS,

expenses include: two speakers at \$1,250 per speaker (total \$2,500) plus travel expenses and per diem according to the county and state codes; \$900 for food and \$1000 for supplies.

WHEREAS,

this request conforms to the Dallas County Strategic Plan-Vision 3.1: Synergize public safety programs and services across the County.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the Juvenile

Approval to Conduct 16th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems: May 5-6, 2016 Page 2

Department's request to host the 16th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems scheduled for May 5-6, 2016, and authorizes the Dallas County Auditor to utilize project account No. 94022 for accepting registration fees and paying all expenses associated with the conference.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that any funds remaining after payment of all expenses shall be utilized by the Juvenile Department to pay costs associated with staff development, training, or the purchase of supplies, materials or equipment for the department's Training or Clinical Services Units.

DONE IN OPEN BOARD MEETING this 26th day of October, 2015.

The forgoing Juvenile Board Order was lawfully r	noved 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	Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Department	Dallas County Juvenile Board

Shanti Duncan, Ph.D., LPC-S, LSOTP



Shanti Duncan is a Licensed Professional Counselor, a Licensed Sex Offender Treatment Provider, and a Board Certified Professional Counselor. She received a B.A. in psychology from Northern Illinois University, an M.A. in professional counseling from Southwest Texas State University, and a Ph.D. in psychology from Walden University. Dr. Duncan is in private practice in Austin Texas and has extensive experience working with youth and adults in the criminal justice system

and has led or co-led groups for adults and adolescents, both male and female, with sexual behavior problems and their families.



Diana Garza Louis

Diana Garza Louis is a Licensed Professional Counselor, a Licensed Marriage and Family Therapist, a National Certified Counselor, a Registered Play Therapist and a Licensed Sex Offender Treatment Provider. She received her master's degree in education at Texas State University in San Marcos, Texas and established her private practice in Austin, Texas and provided treatment to children, adolescents and adults for over 30 years. She served as the Education

and Training Chair for the Association for Treatment of Sexual Abusers (ATSA) Board responsible for the publication of informational packets on working with individuals with intellectual disabilities for adults and for adolescents (in press) and practice guidelines for children with sexual behavior problems. She has published numerous articles on sexual abuse treatment for adults and children, treatment of incest families in the United States and Mexico and has published treatment manuals in English and Spanish for sex offenders, victims of sexual abuse, and chaperon training workbooks. She has presented numerous workshops on, sexual abuse treatment for adults and children with sexual behavior problems, play therapy, and cultural competence, both nationally and internationally.

Working with Adolescents with Sexual Behavior Problems

May 5-6, 2016

Thursday May 5, 2016

8:00- 9:15	Factors Contributing to Sex Offending Behavior for Adolescents with Sexual Behavior Problems
9:15- 9:30	Break
9:30-10:45	Special Considerations for Different Ages (9-13, 14-17, and 18-21)
10:45- 11:00	Break
11:00-12:15	Chaperone Training
12:15-1:30	Lunch
1:30-3:00	Multicultural Considerations- Working with Hispanic Families
3:00-3:15	Break
3:15-5:00	Multicultural Considerations- Issues in Treatment with Gay, Lesbian, Bisexual, Transsexual and Questioning Youth

Friday May 6, 2016

8:00-9:15	Female Adolescents with Sexual Behavior Problems
9:15-9:30	Break
9:30- 11:00	Victims, Trauma, and Family Reunification
11:00-12:15	Lunch
12:15-1:45	Victims, Trauma, and Family Reunification (Continued)
1:45-2:00	Break
2:00-3:30	Ethics- Adolescents in the Adult Criminal justice System
3:30-3:40	Break
3:40-5:10	Ethics-Treatment Effectiveness: Looking Ahead

Rio Grande Counseling Center

314 E. Highland Mall Blvd, Suite 508 AUSTIN TX 78752

> (512) 480-0205 FAX 512-804-1770

Dallas County Juvenile Department- Psychology Division 2600 Lone Star Drive Dallas, Texas 75212 214.698.2298 (Phone) | 214.698.4497 (Fax)

9/5/15

DATE	CHARGES & CREDITS	AMOUNT
May 5-6, 2016	Two day conference on Treatment of Juveniles	
	with Sexual Behavior Problems	\$ 1,250.00
	Shanti Duncan	
	Per diem and travel costs will be invoiced separately	
	Treatment Provider: Shanti Duncan, Ph.D.	
	Licensed Professional Counselor: #19787	
	Licensed Sex Offender Treatment Provider: #99120	
	NPI: # 1790970143	\$ 1,250.00

Rio Grande Counseling Center

314 E. Highland Mall Blvd, Suite 508 AUSTIN TX 78752

> (512) 480-0205 FAX 512-804-1770

Dallas County Juvenile Department- Psychology Division 2600 Lone Star Drive Dallas, Texas 75212 214.698.2298 (Phone) | 214.698.4497 (Fax)

8/25/15

DATE	CHARGES & CREDITS	AMOUNT
May 5-6, 2016	Two day conference on Treatment of Juveniles	
	with Sexual Behavior Problems	\$ 1,250.00
	Diana Garza-Louis	
	Per diem and travel costs will be invoiced separately	
	Diana Garza Louis LPC # 8330, LMFT # 106, LSOTP # 9476	
	Tax ID 452335691	
	Total	\$ 1,250.00
	Total	Ψ 1,200.00



ACTION ITEM

DALLAS COUNTY **IUVENILE DEPARTMENT**

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

Henry Wade Juvenile Justice Center

2600 Lone Star Drive, Box 5

Dallas, Texas 75212

MEMORANDUM

Date:

October 26, 2015

To:

Dallas County Juvenile Board

From:

Dr. Terry S. Smith, Director

Subject: Juvenile Processing Offices - Dallas Independent School District Police Department, City of Cedar Hill

Marshal's Office and Irving Police Department

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 Dallas Independent School District (DISD) Police Department's Holding Rooms, Detail Room and Detective's Office located at 1402 Seegar St., Dallas, TX 75215 were previously designated as approved Juvenile Processing Offices on November 24, 2003 by this Department and the Dallas County Juvenile Board.

The DISD Police Department has requested to modify their previously designated Juvenile Processing Offices by removing the Detail Room and Detective's Office but maintaining the use of the Holding Rooms A and B. In addition, they are requesting to add a Report Room and Shift Briefing Room as Juvenile Processing Offices. All rooms are located at 1402 Seegar St., Dallas, Texas 75215.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the DISD Police Department's Holding Room A and B, Report Room and Shift Briefing Room were personally inspected by Rudy Acosta, Deputy Director of Probation Services on August 18, 2015 and October 14, 2015, and he has determined this site remains suitable as a Juvenile Processing Office. The designated rooms are clearly identified with affixed signage outlining an assigned room number and labeled as a Juvenile Processing Room.

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Wilford Davis, 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

> 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 Processing Offices – Dallas Independent School District Police Department, Cedar Hill Marshal's office and Irving Police Department Page 2

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 DISD Police Department referred one hundred eight one (181) youth to the Dallas County Juvenile Department. Of the one hundred eighty one (181) referrals, 91 (50.3%) were Black, 88 (48.6%) were Hispanic and 2 (1.1%) were White. And of the 181 referrals, 137 (75.7%) were male and 44 (24.3%) were female.

The City of Cedar Hill Marshal's Office Jury Room 7108 located at 285 Uptown Blvd. 100, Cedar Hill, TX 75104 was previously designated as approved Juvenile Processing Offices on May 20, 2013 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 City of Cedar Hill Marshal's Office Jury Room 7108 was personally inspected by Roger Taylor, Manager of Probation Services on September 23, 2015 and he has determined this site suitable as a Juvenile Processing Office.

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Chief Leland Herron, 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 City of Cedar Hill Marshal's Office did not have any juvenile referrals.

The Irving Police Department's Municipal Court Room, 2nd Floor, Juvenile Holding Area, Interview Lineup Room, and Juvenile Arraignment Court Room located at 305 N. O'Connor, Irving, TX 75061 were previously designated as approved Juvenile Processing Offices on November 24, 2008 by this Department and the Dallas County Juvenile Board.

The Irving Police Department has requested to modify their previously designated Juvenile Processing Offices located at 305 N. O'Connor, Irving, TX 75061 by removing the Municipal Court Room, 2nd Floor and Juvenile Arraignment Court Room, but maintaining the use of the Juvenile Holding Area and Interview Lineup Room. In addition, they are requesting to add the Report Writing Room, Community Services Division School Resource Office and Juvenile Intake Lobby as a Juvenile Processing Offices. Lastly, the Irving Police Department has requested to add the Report Writing Room located at 5992 Riverside Dr., Irving, TX 75039 as a Juvenile Processing Office.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the Irving Police Department's Juvenile Holding Area, Interview Lineup Room, both Report Writing Rooms, Community Services Division School Resource Office and Juvenile Intake Lobby were personally inspected by Leslie Gipson, Manager of Probation Services on October 8, 2015 and October 15, 2015, and she has determined these sites are suitable as a Juvenile Processing Offices. The designated rooms are clearly identified with affixed signage and labeled as a Juvenile Processing Rooms. As a follow up to the September 28, 2015 Juvenile Board meeting, Mr. Rudy Acosta, Deputy Director of Probation Services, personally inspected the Juvenile Holding Area on October 1, 2015 determining this remains suitable as a Juvenile Processing Office.

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

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representatives, Lt. Monty Vincent and Lt. Byron Keyes, during the site visits. 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 Irving Police Department referred four hundred and four (404) youth to the Dallas County Juvenile Department. Of the four hundred and four (404) referrals, 222 (55.0%) were Hispanic, 96 (23.8%) were Black, 79 (19.6%) were White, 5 (1.2%) were Asian or Pacific Islander, and 2 (0.5%) were American Indian or Alaskan Native. And of the 404 referrals, 232 (57.4%) were male and 172 (42.6%) were female.

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.

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

Juvenile Processing Offices – Dallas Independent School District Police Department, Cedar Hill Marshal's office and Irving Police Department

Page 4

- (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 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 DISD Police Department located at 1402 Seegar St., Dallas, Texas 75215 by removing the Detail Room and Detective's Office and approving Holding Rooms A and B, Report Room and Shift Briefing Room as Juvenile Processing Offices.

The Juvenile Department also recommends the Juvenile Board approve the Juvenile Processing Offices for the City of Cedar Hill Marshal's Office Jury Room 7108 located at 285 Uptown Blvd. 100, Cedar Hill, TX 75104, by approving the Jury Room as a designated Juvenile Processing Office.

The Juvenile Department also recommends the Juvenile Board approve the modification of the Juvenile Processing Offices for the Irving Police Department by approving the Juvenile Holding Area, Interview Lineup Room, Report Writing Room, Community Services Division School Resource Office and Juvenile Intake Lobby located at 305 N. O'Connor, Irving, TX 75061, and the Report Writing room located at 5992 Riverside Dr., Irving, TX 75039. In addition, the Juvenile Department recommends the Juvenile Board approve removing the Municipal Court Room, 2nd Floor and Juvenile Arraignment Court Room as Juvenile Processing Offices.

Recommended by:

Dr. Terry S. Smith, Director

Dallas County Juvenile Department

JUVENILE PROCESSING OFFICE DESIGNATIONS DALLAS COUNTY JUVENILE BOARD

- Addison Police Department
 Juvenile Processing/Briefing Room
 4799 Airport Parkway
 Addison, TX 75001 972-450-7120
 Detention Supervisor, Mr. Michael Meharg
- Balch Springs Police Department
 Juvenile Room / #1
 12500 Elam Road
 Balch Springs, TX 75180
 Sgt. Walts 972-557-6036 Cell 469-853-3958
- 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 Marshal's Office
 285 Uptown Boulevard, Room 7108
 Cedar Hill, TX 75014
 Marshal 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 Room A and B, Report Room, Shift
 Briefing Room
 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

- 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
- 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, 1008A, 1009, 1010
 & 1029
 1525 Arkansas Lane
 Grand Prairie, TX 75052
 Officer Teresa Coomes 972-237-8746

- 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
 Juvenile Holding Area, Interview Lineup,
 Report Writing Room, Community Services
 Division School Resource Office and Juvenile
 Intake Lobby
 305 N. O'Connor Rd.
 Irving, TX 75061
 Lt. Monty Vincent 972-721-2456
 - Lt. Monty Vincent 972-721-2456 Lt. Byron Keyes 972-721-3610
- 38) Irving Police Department
 Report Writing Room
 5992 Riverside Dr.
 Irving, TX 75039
 Lt. Monty Vincent 972-721-2456
- 39) Lancaster Police Department
 Rooms A148 and B122
 1650 North Dallas Avenue
 Lancaster, TX 75134
 Asst. Chief W.C. Smith 972-218-2726
- 40) 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
- 41) 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
- 42) Lancaster ISD Police Department Headquarters 'Juvenile Processing Room 603' 814 W. Pleasant Run Rd. Lancaster, TX 75134 Chief Sam Allen 469-261-8889

- 43) Mesquite Police Department Rooms 1016, 1019, 1021, 1022, 2008, 4045 & 4047 777 North Galloway Ave. Mesquite, TX 75149 Lt. David Gill 972-816-8096
- 44) Methodist Health System Police Dept. 1441 N. Beckley Ave, Front Lobby Dallas, TX 75203 Lt. M.P. Barber 214-947-8181
- 45) Ranch View High School
 "Juvenile Processing Office" room C1314
 8401 Valley Ranch Parkway East
 Irving, Texas 75063
 Michael Huffman 972-968-5025
- 46) Richardson Police Department
 Youth Crimes Unit/Interview Rm, Rm D-214
 140 N. Greenville Ave
 Richardson, TX 75081
 Sgt. Jaime Gerhart 972-744-4862
- 47) 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
- 48) 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

- 49) Sachse Police Department
 Juvenile Division & Youth Holding Area
 Rooms PS116 and PS118
 3815 Sachse Rd.
 Sachse, TX 75048
 Lt. Steve Norris 469-429-9823
- 50) Seagoville Police Department
 Law Enforcement Center Interview Room and Patrol Room
 600 North Highway 175
 Seagoville, TX 75159
 Manager Christine Dykes 972-287-6834
- 51) Southern Methodist University Police Dept.
 Briefing Room 214
 3128 Dyer Street
 Dallas, TX 75205
 Lt. Brian Kelly 214-768-1577
- 52) 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
- 53) University Park Police Department Room 215, 2nd Floor 3800 University Boulevard Dallas, TX 75205 Lieutenant John Ball 214-987-5360
- 54) Wilmer Police Department
 Warrant Office and Patrol Room
 219 E. Beltline Rd.
 Wilmer, TX 75172
 Sgt. Eric Pon 972-441-6565 Ext. 270

JUVENILE BOARD ORDER

ORDER NO:

2015-XXX

DATE:

October 26, 2015

STATE OF TEXAS

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COUNTY OF DALLAS

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 26 day of October, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name Name Name
Name Name Name
Name Name Name

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

WHEREAS.

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

WHEREAS,

the Juvenile Board of Dallas County previously approved Juvenile Processing sites; and

WHEREAS,

The Juvenile Department is requesting the Juvenile Board approve the modification of the Juvenile Processing Offices for the Irving Police Department by approving the Juvenile Holding Area, Interview Lineup Room, Report Writing Room, Community Services Division School Resource Office and Juvenile Intake Lobby located at 305 N. O'Connor, Irving, TX 75061, and the Report Writing room located at 5992 Riverside Dr., Irving, TX 75039. In addition, the Juvenile Department recommends the Juvenile Board approve removing the Municipal Court Room, 2nd Floor and Juvenile Arraignment Court Room as Juvenile Processing Offices; and

WHEREAS,

in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Irving Police Department Juvenile Processing Offices locations were personally inspected by Leslie Gipson, Manager of Probation Services on October 8, 2015 and October 15, 2015; and

WHEREAS,

during the visits, it was determined by Leslie Gipson that these sites are suitable as a Juvenile Processing Office; and

WHEREAS,

the Juvenile Processing Offices at the Irving Police Department location complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe*, *secure*, *and prepared*; and

WHEREAS,

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the modification of the Irving Police Department by approving the Juvenile Holding Area, Interview Lineup Room, Report Writing Room, Community Services Division School Resource Office and Juvenile Intake Lobby located at 305 N. O'Connor, Irving, TX 75061, and the Report Writing room located at 5992 Riverside Dr., Irving, TX 75039. In addition, the Juvenile Board approves removing the Municipal Court Room, 2nd Floor and Juvenile Arraignment Court Room as Juvenile Processing Offices.

DONE IN OPEN BOARD MEETING this 26 day of October, 2015.

The forgoing Juvenile Board Ord	der 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:

October 26, 2015

STATE OF TEXAS

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COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 26th day of October, 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 City of Cedar Hill Marshal's Office Jury Room 7108 located at 285 Uptown Blvd. 100, Cedar Hill, TX 75104 was previously designated as approved Juvenile Processing Offices on May 20, 2013 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 City of Cedar Hill Marshal's Office Jury Room 7108 was personally inspected by Roger Taylor, Manager of Probation Services on September 23, 2015 and he has determined this site suitable as a Juvenile Processing Office; 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, Chief Leland Herron 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 City of Cedar Hill Marshal's Office referred fifty-nine (59) youth to the Dallas County Juvenile Department; of the fifty-nine (59) referrals, 46 (78%) were Black, 12 (20.3%) were Hispanic and 1 (1.7%) was White; and of the fifty-nine (59) referrals, 19(32.2%)

were female and 40 (67.8%) were male.

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 City of Cedar Hill Marshal's Office Jury Room 7108 located at 285 Uptown Blvd. 100, Cedar Hill, TX 75104 and approving Jury Room 7108 as a designated Processing Office.

DONE IN OPEN BOARD MEETING this 26th day of October, 2015.

The forgoing Juvenile Board Or	der was lawfully moved by	and
seconded by	, and duly adopted by the Juvenile Board on	a vote offor
the motion and opposed.		
Recommended by:	Approved by:	
Dr. Terry S. Smith, Director Dallas County Juvenile Department	Judge Cheryl Lee Shannon, Chairm Dallas County Juvenile Board	an

JUVENILE BOARD ORDER

ORDER NO:

2015-XXX

DATE:

October 26, 2015

STATE OF TEXAS

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COUNTY OF DALLAS

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 26th day of October, 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 Independent School District (DISD)Police Department's Holding Rooms, Detail Room and Detective's Office located at 1402 Seegar St., Dallas, Texas 75215 were previously designated as approved Juvenile Processing Offices on November 24, 2003 by this Department and the Dallas County Juvenile Board; and '

WHEREAS,

the DISD Police Department has requested to modify their previously designated Juvenile Processing Offices by removing the Detail Room and Detective's Office but maintaining the use of the Holding Rooms A and B. In addition, they are requesting to add a Report Room and Shift Briefing Room as Juvenile Processing Offices. All rooms are located at 1402 Seegar St., Dallas, Texas 75215; and

WHEREAS,

in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the DISD Police Department's Holding Room A and B, Report Room and Shift Briefing Room were personally inspected by Rudy Acosta, Deputy Director of Probation Services on August 18, 2015 and he has determined this site remains suitable as a Juvenile Processing Office; the designated rooms are clearly identified with affixed signage outlining an assigned room number and labeled as a Juvenile Processing Room; and

WHEREAS,

in addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Wilford Davis 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 DISD Police Department referred one hundred eighty one (181) youth to the Dallas County Juvenile Department; of the one hundred eighty one (181) referrals, 91 (50.3%) were Black, 88 (48.6%) were Hispanic and 2 (1.1%) were White; and of the 181 referrals, 137 (75.7%) were male and 44 (24.3%) were female; and

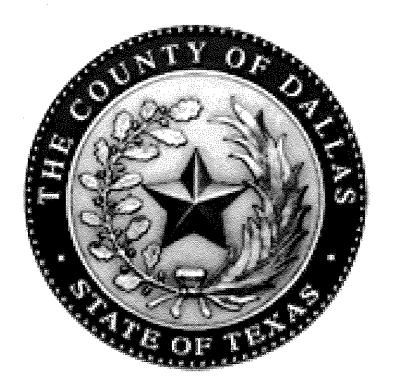
WHEREAS,

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 DISD Police Department located at 1402 Seegar St., Dallas, Texas 75215, by removing the Detail Room and Detective's Office and approving Holding Rooms A and B, the Report Room and the Shift Briefing Room as designated Processing Offices.

DONE IN OPEN BOARD MEETING this 26th day of October, 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. SmithDirector Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center

2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date:

October 26, 2015

To:

Dallas County Juvenile Board

From:

Dr. Terry S. Smith, Director

Subject:

Memorandum of Understanding with Inspire U for Evening Reporting Center

Background of Issue:

Inspire U Coaching and Educational Services for youth is a community-based organization committed to strengthening and improving the relationships of families through coaching, workshop seminars, and motivational speaking engagements that create opportunities inspiring men, women, and teens to develop vital life skills that empower personal growth and overall well-being. The Inspire U program has been serving the Dallas community since 2006. The founders, Sonya and Norman Goode have providing programming for the Dallas County Truancy Court since 2011, Dallas ISD, Family Care Connection, North Texas Fatherhood Initiative and Victory Meadow Youth Development Foundation —Eagle Scholars Youth Program. The Dallas County Juvenile Department's Evening Report Center (ERC) operates as an alternative to detention for youth on probation who are currently at risk for violating their terms of probation. The ERC aims to impart valuable life skills and provide a structured environment for education. At the ERC, the youth are involved in programs that emphasize educational activities, recreational programming, independent living, emotional and social skills. The ERC received funding from the Office of the Governor, Criminal Justice Division (CJD) to implement mentoring and social skill building programming from an outside vendor. The purpose of this brief is to approve a MOU with Inspire U to implement this programming with the ERC.

Impact on Operations and Maintenance:

The ERC will utilize Inspire U's Inspire Teens - YELL curriculm program. The Inspiring Teens program brings a myriad of educational programs for adolescents, including YELL — Youth Engaged in Leadership and Learning and The 7 Habits of Highly Successful Teens, to teach adolescents to make better choices when it comes to dealing with peer pressure, substance use and abuse, faulty thinking, anger and conflict resolution, communicating more effectively, being more responsible and making better choices. The program covers the fundamentals of effective communication and interpersonal skills, analytical and critical reflection and skill building, and leadership. This will be a six session course that will meet for 1.5-2 hours each session. The location of the program delivery will be at the Juvenile Justice Alternative Education Program building, located at 1673 Terre Colony Court, Dallas, Texas 75212 for youth enrolled in the ERC.

Strategic Plan Compliance:

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

Legal Information:

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

Financial Impact/Considerations:

Inspire U will provide one session per week in five, 6 week rotations at the incurred cost of \$1,000 per rotation for a total cost of \$5,000. The Juvenile Department will be invoiced after the conclusion of the each six week rotation. The courses will be funded under FY2016 grant Evening Reporting Center (7019) from the Office of the Governor, Criminal Justice Division, for a total not to exceed \$5,000. The financial information has been reviewed by Ms. Carmen Williams, Budget Supervisor.

Performance Impact Measures:

As a result of the *Inspiring Teens* sessions, students will learn the importance of leadership, discover their own personal leadership styles, work on developing skills that demonstrate good leadership, and explore the attitude of a great leader. The core activities in the YELL curriculum will encourage skill and knowledge building in three key areas: Communication and Interpersonal Skills, Analytical and Critical Reflection and Positive Involvement in School and/or Community Affairs. Upon program completion, participants and parent will complete a survey designed by the Juvenile Department's research and statistics team. Six month and yearly performance measure reports are required by CJD based on the following three areas.1) The number and percentage of youth that complete the program. 2)The recidivism rate during and six month after exiting the program. 3) Scoring on the youth and parent satisfaction survey.

Project Schedule/Implementation:

The programs will be implemented upon final execution of the Memorandum of Understanding. Inspire U has serviced 39 youth from April 2015 to August 2015.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Memorandum of Understanding with Inspire U. It is further recommended that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

Recommended by:

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

JUVENILE BOARD ORDER

ORDER NO:

2015-XXX

DATE:

October 26, 2015

STATE OF TEXAS

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COUNTY OF DALLAS

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 26th day of October 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.

Inspire U Coaching and Educational Services for youth is a community-based organization committed to strengthening and improving the relationships of families through coaching, workshop seminars, and motivational speaking engagements that create opportunities that inspire men, women, and teens to develop vital life skills that empower personal growth and overall well-being. The Inspire U program has been serving the Dallas community since 2006. The founders, Sonya and Norman Goode have providing programming for the Dallas County Truancy Court since 2011, Dallas ISD, Family Care Connection, North Texas Fatherhood Initiative and Victory Meadow Youth Development Foundation —Eagle Scholars Youth Program. The Dallas County Juvenile Department's Evening Report Center (ERC) operates as an alternative to detention for youth on probation that are currently at risk for violating their terms of probation. The ERC aims to impart valuable life skills and provide a structured environment for education; and

WHEREAS,

the Dallas County Juvenile Department's Evening Report Center (ERC) operates as an alternative to detention for youth on probation that are currently at risk for violating their terms of probation. The ERC aims to impart valuable life skills and provide a structured environment for education. At the ERC, the youth are involved in programs that emphasize educational activities, recreational programming, independent living, emotional and social skills. The ERC received funding from the Office of the Governor, Criminal Justice Division (CJD) to implement mentoring and social skill building programming from an outside vendor. The purpose of this brief is to approve a MOU with Inspire U to implement this programming with the ERC; and

WHEREAS.

the *Inspiring Teens* program, in conjunction with other services currently being provided by the Juvenile Department, will increase the knowledge and success for each youth and family while under the supervision of the Court; and

WHEREAS.

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

WHEREAS,

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

WHEREAS,

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

WHEREAS,

Inspire U will provide one session per week in five, 6 week rotations at the incurred cost of \$1,000 per rotation for a total cost of \$5,000. The Juvenile Department will be invoiced after the conclusion of the each six week rotation. The courses will be funded under FY2016 grant Evening Reporting Center (7019) from the Office of the Governor, Criminal Justice Division, for a total not to exceed \$5,000; and

WHEREAS,

the youth who participate will increase their fundamentals of effective communication and interpersonal skills, analytical and critical reflection and skill building, and leadership. The Inspiring Teens program brings a myriad of educational programs for adolescents, including YELL - Youth Engaged in Leadership and Learning and The 7 Habits of Highly Successful Teens. to teach adolescents to make better choices when it comes to dealing with peer pressure, substance use and abuse, faulty thinking, anger and conflict resolution, communicating more effectively, being more responsible and making better choices; and

WHEREAS.

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Memorandum of Understanding with Inspire U. It is further recommended that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 26th day of October, 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	Judge Cheryl Lee Shannon, Chairman	
Dallas County Juvenile Department	Dallas County Juvenile Board	

Memorandum of Understanding

Between INSPIRE U Coaching and Educational Services And Dallas County Juvenile Board on Behalf of the Dallas County Juvenile Department

Background. INSPIRE U Coaching and Educational Services is a community based organization committed to strengthening and improving the relationships of families through coaching, workshop seminars, and motivational speaking engagements that create opportunities that inspire men, women, and teens to develop vital life skills that empower personal growth and overall well-being.

- Parties. This memorandum of understanding (hereinafter referred to as "MOU") is made and entered into by and between INSPIRE U Coaching and Educational Services, and Dallas County Juvenile Board.
- 2. Purpose. The purpose of this MOU is to establish the terms and conditions under which INSPIRE U Coaching and Educational Services will provide the standardized educational program, Inspiring Teens, as outlined in the attached program proposal to the juvenile offenders in the Dallas County system.
- 3. Signature education program being offered by INSPIRE U Coaching and Educational Services
 - a. Inspiring Teens The Inspiring Teens program brings a myriad of educational programs for adolescents, including YELL Youth Engaged in Leadership and Learning and The 7 Habits of Highly Successful Teens, to teach adolescents to make better choices when it comes to dealing with peer pressure, substance use and abuse, faulty thinking, anger and conflict resolution, communicating more effectively, being more responsible and making better choices. The program covers the fundamentals of effective communication and interpersonal skills, analytical and critical reflection and skill building, and leadership. This will be a six session course that will meet for 1.5-2 hours each session.
- **4. Cost.** The cost to the Dallas County Juvenile Board for **INSPIRE U Coaching and Educational Services** will provide one session per week in five (5), 6 week rotations at the incurred cost of \$1,000 per six week rotation for a total cost of \$5,000. The Juvenile Department will be invoiced after the conclusion of the each six week rotation. The courses will be funded under FY2016 grant Evening Reporting Center (7019) from the Office of the Governor, Criminal Justice Division (CJD), for a total not to exceed \$5,000.
- 5. Term of MOU. The term of this contract shall be from September 1, 2015 to August 31, 2016.
- **6. Termination**. This MOU may be terminated, without cause, by either party upon written notice.
- 7. Insurance. It is INSPIRE U'S 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 (INSPIRE U COACHING AND EDUCATIONAL SERVICES) program. Attached is the certificate of liability insurance detailing coverage types and limits. Indemnification.

INSPIRE U Coaching and Educational Services, 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

Administrative Legal Advisor

Dallas County Juvenile Department

- act or omission by INSPIRE U Coaching and Educational Services) in performance of this Agreement and/or Program, except to the extent such liability, damage fine or expense is the result of negligent acts or omissions of the County.
- 8. Choice of Law. 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.
- 9. Severability. 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.
- 10. 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.

repre	sentatives on the day	of	, 20
DALL	AS COUNTY:	INSPIRE U CO	ACHING AND EDUCATIONAL SERVICES:
BY:	Clay Jenkins Dallas County Judge	ву:	Sonya Parker Goode Inspire U EEO
DALL	AS COUNTY JUVENILE BOARD:		
BY:	Judge Cheryl L. Shannon Chairman of the Dallas County Ju	uvenile Board	
RECO	MMENDED:		
BY:	Dr. Terry S. Smith Director Juvenile Services Chief Juvenile Probation Officer		
APPF By:	ROVED AS TO FORM:		
ъy.	Denika R. Caruthers, J.D.		



ACTION ITEM

K.



DALLAS COUNTY IUVENILE 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:

October 26, 2015

To:

Dallas County Juvenile Board

From:

Dr. Terry S. Smith, Director

Subject:

Memorandum of Understanding with Big Thought for Evening Reporting Center

Background of Issue:

Big Thought is a community-based nonprofit organization dedicated to student success, and has been a key contributor to improving education in Dallas for more than 28 years. Specifically, for over twenty 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. Big Thought 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. Working as individuals and in group projects under the guidance of professional teaching artist/mentors, youth participants develop skills associated with job and college readiness such as such as teamwork, decision-making, problem-solving, critical thinking and communication through the creation of visual and performance art.

The Dallas County Juvenile Department's Evening Report Center (ERC) operates as an alternative to detention for youth on probation that are currently at risk for violating their terms of probation. The ERC aims to impart valuable life skills and provide a structured environment for education. At the ERC, the youth are involved in programs that emphasize educational activities, recreational programming, independent living, emotional and social skills. The ERC received funding from the Office of the Governor, Criminal Justice Division (CJD) to implement art-based programming from an outside vendor. The purpose of this brief is to approve a MOU with Big Thought to implement this programming with the ERC.

Impact on Operations and Maintenance:

The ERC would greatly benefit from the Big Thought community-based art therapy program. The art therapy will be instructed by professional visual and performing artists who are trained to work with troubled youth. Participants will learn the fundamentals of visual art, including drawing, painting, printmaking, cultural metal art, sculpting and glasswork. Each workshop session will be 90 minutes long starting with a circle check in. The location of the program delivery will be at the Juvenile Justice Alternative Education Program building, located at 1673 Terre Colony Court, Dallas, Texas 75212.

Strategic Plan Compliance:

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

Legal Information:

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

Financial Impact/Considerations:

Big Thought will provide one session per week for a total of thirty-three (33) sessions at the incurred cost of \$150 per session for a total of \$4,950. The Juvenile Department will be invoiced after each six week rotation or no later than August 31, 2016. The courses will be funded under FY2016 grant Evening Reporting Center (7019) from the Office of the Governor, Criminal Justice Division (CJD), for a total not to exceed \$ \$5,000. The financial information has been reviewed by Ms. Carmen Williams, Budget Supervisor.

Performance Impact Measures:

The youth who participate will increase their life skills, knowledge of art, problem solving and creative expressions. Big Thought 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. Six month and yearly performance measure reports are required by CJD based on the following three areas.1) The number and percentage of youth that complete the program. 2)The recidivism rate during and six month after exiting the program. 3) Scoring on the youth and parent satisfaction survey.

Project Schedule/Implementation:

The program will be implemented upon final execution of the Memorandum of Understanding. Big Thought has serviced 39 youth from April 2015 to August 2015.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Memorandum of Understanding with Big Thought for the Evening Reporting Center. It is further recommended that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

Recommended by:

Dr. Terry S. Smith, Director

Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO:

2015-XXX

DATE:

October 26, 2015

STATE OF TEXAS

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COUNTY OF DALLAS

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 26th day of October 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,

Big Thought is a community-based nonprofit organization dedicated to student success, and has been a key contributor to improving education in Dallas for more than 28 years. Specifically, for over twenty 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. Big Thought 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. Working as individuals and in group projects under the guidance of professional teaching artist/mentors, youth participants develop skills associated with job and college readiness such as such as teamwork, decision-making, problem-solving, critical thinking and communication through the creation of visual and performance art; and

WHEREAS,

the Dallas County Juvenile Department Evening Reporting Center (ERC) would greatly benefit from the Big Thought community-based art therapy program. The art therapy will be instructed by professional visual and performing artist who are trained to work with troubled youth. Participants will learn the fundamentals of visual art, including drawing, painting, printmaking, cultural metal art, sculpting and glasswork. Each workshop session will be 90 minutes long starting with a circle check in.

WHEREAS,

the Big Thought Art Therapy program, in conjunction with other services currently being provided by the Juvenile Department, will increase the knowledge and success for each youth and family while under the supervision of the Court; and

WHEREAS,

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

WHEREAS,

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

WHEREAS,

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

WHEREAS,

Big Thought will provide one session per week for a total of Thirty-three (33) sessions at the incurred cost of \$150 per session for a total of \$4,950. The Juvenile Department will be invoiced after each six week rotation or no later than August 31, 2016. The courses will be funded under FY2016 grant Evening Reporting Center (7019) from the Office of the Governor, Criminal Justice Division (CJD), for a total not to exceed \$ \$5,000; and

WHEREAS,

the youth who participate will increase their life skills, knowledge of art, problem solving and creative expressions. Big Thought 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. Participants and parent will complete a survey designed by the Juvenile Department's research and statistics team.

WHEREAS,

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Memorandum of Understanding with Big Thought. It is further recommended that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 26th day of October, 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	Judge Cheryl Lee Shannon, Chairman	
Dallas County Juvenile Department	Dallas County Juvenile Board	

Memorandum of Understanding

Between Big Thought And Dallas County Juvenile Board on Behalf of the Dallas County Juvenile Department

Background. Big Thought is a community-based nonprofit dedicated to student success, and has been a key contributor to improving education in Dallas for over 28 years. Guided by our mission to make imagination a part of everyday learning, Big Thought's approach to creative learning combines core academics, standards-based arts instruction and community resources to help develop the capacities our young people need to thrive.

Parties. This memorandum of understanding (hereinafter referred to as "MOU") is made and entered into by and between Big Thought, and Dallas County Juvenile Board.

- 1. Purpose. The purpose of this MOU is to establish the terms and conditions under which **Big Thought** will provide the Creative Solutions art and life skills based program the as outlined in the attached program proposal to the juvenile offenders in the Dallas County system.
- 2. Signature education program being offered by Big Thought.
 - Creative Solutions For over twenty 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. 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. Working as individuals and in group projects under the guidance of professional teaching artist/mentors, youth participants develop skills associated with job and college readiness such as such as teamwork, decision-making, problem-solving, critical thinking and communication through the creation of visual and performance art.
- 3. Cost. The cost to the Dallas County Juvenile Board for Big Thought will provide one session per week for a total of thirty-three (33) sessions at the incurred cost of \$150 per session for a total cost of \$4,950. The Juvenile Department will be invoiced after each six week session or no later than August 31, 2016. The courses will be funded under FY2016 grant Evening Reporting Center (7019) from the Office of the Governor, Criminal Justice Division (CJD), for a total not to exceed \$5,000.00.
- 4. Term of MOU. The term of this contract shall be from September 1, 2015 to August 31, 2016.
- 5. Termination. This MOU may be terminated, without cause, by either party upon written notice.
- 6. Insurance. It is Big Thought's 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 (Creative Solutions) program. Attached is the certificate of liability insurance detailing coverage types and limits.

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 any and all claims, lawsuits, judgments, costs and expenses for personal injury, property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by any negligent or strictly liable act or omission of Big Thought, its officers, agents, or employees, in the performance of this agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of Big Thought and the Country, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity

Dallas County Juvenile Department

- available to the Country under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties to this agreement and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- 7. Choice of Law. In providing Services required by this MOU, the parties must observe and comply with all licenses, legal certifications, or inspections required for the Services, or materials, and all applicable Federal, State, and local statutes, ordinances, rules, and regulations. This MOU shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas. All statutes and law stated herein shall be updated as amended.
- 8. Severability. 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.
- 9. 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.

	ITNESS WHEREOF, the parties have sentatives on the day	e caused this Agreement to be executed by their duly authorized of, 20
DALL	AS COUNTY:	Big Thought:
BY:	Clay Jenkins	BY: Glenn Baldwin
	Dallas County Judge	Big Thought, CFO
DALL	AS COUNTY JUVENILE BOARD:	
BY:	Judge Cheryl L. Shannon Chairman of the Dallas County Ju	uvenile Board
RECO	MMENDED:	
BY:	Dr. Terry S. Smith	
	Director Juvenile Services	
	Chief Juvenile Probation Officer	
APPR	OVED AS TO FORM:	
Ву:		
•	Denika R. Caruthers, J.D.	manufacture of the state of the
	Administrative Legal Advisor	



ACTION ITEM



DALLAS COUNTY JUVENILE DEPARTMENT

Dr. Terry S. SmithDirector Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center

2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date:

October 26, 2015

To:

Dallas County Juvenile Board

From:

Dr. Terry S. Smith, Director

Subject:

NAMI Dallas Inc. Memorandum of Understanding

Background of Issue:

NAMI Dallas Inc., an affiliate of NAMI (National Alliance on Mental Illness) and a 501 (c) (3) nonprofit organization was founded in 1982 and is dedicated to improving the lives of those with severe mental illnesses, the lives of their family and other caregivers. Specifically, NAMI Dallas Inc. has provided education services to individuals in the Dallas Metropolitan area diagnosed with mental illness, their family members, relatives, friends, caregivers and mental health professionals. The specific curriculum provides information to parents/legal guardians of youth with mental health issues on how to properly advocate for their children and how to be an effective caregiver, not only for the affected youth but for the entire family who deals with these issues on a daily basis. NAMI Dallas Inc. would like to offer their NAMI Basics program to parents/legal guardians of youth diagnosed with mental illness and currently under the jurisdiction of the Juvenile Court. It is a six session course covering the fundamentals of caring for themselves, their family and children. The course meets for two and a half hours each weekly session.

Impact on Operations and Maintenance:

The Juvenile Department's Special Needs, Front End Diversion Initiative units and Mental Health Court will benefit from these services as the individuals participating in the respective programs have been diagnosed with mental illness and their families are in need of mental health education. In addition to the families of youth assigned to the units above, the services will be made available to other Juvenile Department units as deemed appropriate. The NAMI Basics education program, in conjunction with other services currently being provided by the Juvenile Department, will increase the knowledge and success for each youth and family while under the supervision of the Court. The location of the program delivery will be at the Henry Wade Juvenile Justice Department located at 2600 Lone Star Drive, Dallas, Texas 75212 and any other community venue that would take into consideration the family's ability to participate. Because the sessions are two and a half hours in length, and usually in the evening, food will be provided to the participants at each session. It is anticipated that there will be three six session courses scheduled between October 1, 2015 and September 30, 2016.

Strategic Plan Compliance:

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

Legal Information:

The Memorandum of Understanding will be in effect from October 1, 2015 through September 30, 2016. The Memorandum of Understanding has been approved as to form by Ms. Denika Caruthers, Administrative Legal Advisor for the Dallas County Juvenile Department.

Financial Impact/Considerations:

The NAMI Basics program is a six session course at the incurred cost of \$2,000.00 per course. The Juvenile Department will be invoiced after the conclusion of the sixth and final session. The courses will be funded by the State Aid under Mental Health – Community Programs Mental Health for a total not to exceed \$6,000.00. The funding source has been reviewed and approved by the Juvenile Department's Budget Supervisor, Ms. Carmen Williams.

Performance Impact Measures:

The families who participate will increase their parenting skills, knowledge of mental health issues, and their ability to advocate for their child in the school system. In addition, they will gain a support system and learn specifically how to appropriately navigate services in the community for their child identified as having mental health needs. Participants will receive a pre program survey and post program survey related to their knowledge on how to secure mental health and other available community services. Additionally, all participants receive a binder outlining all available community services and how to obtain said services. The information in these binders is discussed during the six session course. Between August 2014 and July 2015, a total of fifteen youth and families were served.

Project Schedule/Implementation:

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

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Memorandum of Understanding with NAMI Dallas Inc. It is further recommended that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

Recommended by:

Dr. Terry S. Smith, Director

Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO:

2015-XXX

DATE:

October 26, 2015

STATE OF TEXAS

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COUNTY OF DALLAS

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BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 26th day of October, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name Name Name Name Name Name

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

WHEREAS,

NAMI Dallas Inc., an affiliate of NAMI (National Alliance on Mental Illness) and a 501 (c) (3) nonprofit organization was founded in 1982 and is dedicated to improving the lives of those with severe mental illnesses, the lives of their family and other caregivers by providing education services which provides information to parents/legal guardians of youth with mental health issues on how to properly advocate for their children and how to be an effective caregiver, not only for the affected youth but for the entire family who deals with these issues on a daily basis; and

WHEREAS,

the Juvenile Department's Special Needs, Front End Diversion Initiative and Mental Health Court units will benefit from these services as the individuals participating in the respective programs have been diagnosed with mental illness and their families are in need of mental health education; and

WHEREAS,

the NAMI Basics education program, in conjunction with other services currently being provided by the Juvenile Department, will increase the knowledge and success for each youth and family while under the supervision of the Court; and

WHEREAS,

the location of the program delivery will be at the Henry Wade Juvenile Justice Department located at 2600 Lone Star Drive, Dallas, Texas 75212 and any other community venue that would take into consideration the family's ability to participate; because the length of the sessions and times scheduled, food will be provided to participants; it is anticipated that there will be three courses scheduled between October 1, 2015 and September 30, 2016; and

WHEREAS.

this request complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared* by expanding disposition alternatives with regard to treatment for youth

and families involved in the Juvenile Justice System; and

WHEREAS,

the Memorandum of Understanding will be in effect from October 1, 2015 through September 30, 2016: the Memorandum of Understanding has been approved as to form by Ms. Denika Caruthers, Administrative Legal Advisor for the Dallas County Juvenile Department; and

WHEREAS,

the NAMI Basics program is a six session course at the incurred cost of \$2,000.00 per course. The Juvenile Department will be invoiced after the conclusion of the sixth and final session. The courses will be funded by the State Aid under Mental Health — Community Programs Mental Health for a total not to exceed \$6,000.00; the funding source has been reviewed and approved by the Juvenile Department's Budget Supervisor, Ms. Carmen Williams; and

WHEREAS,

the families who participate will increase their parenting skills, knowledge of mental health issues, and their ability to advocate for their child in the school system. In addition, they will gain a support system and learn specifically how to appropriately navigate services in the community for their child identified as having mental health needs; and

WHEREAS,

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Memorandum of Understanding with NAMI Dallas Inc. It is further recommended that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 26th day of October, 2015.

The forgoing Juvenile Board Orde	er 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

Between NAMI Dallas, Inc. And Dallas County Juvenile Board on Behalf of the Dallas County Juvenile Department

Background. NAMI Dallas Inc. is a grassroots family and consumer self-help, support, education, and advocacy organization dedicated to improving the lives of people with severe mental illnesses and the lives of their families and other caregivers. Such illnesses are now known as serious and persistent neurobiological brain disorders.

NAMI Dallas Inc. is an affiliate of NAMI (National Alliance on Mental Illness). Founded in 1982, we operate as a 501(c) (3) tax-deductible nonprofit organization in the Dallas metropolitan area.

NAMI Dallas' membership includes consumers diagnosed with mental illness; their family members, relatives, friends, and other caregivers; mental health professionals; and all who share NAMI's vision and mission.

- Parties. This memorandum of understanding (hereinafter referred to as "MOU") is made and entered into by and between NAMI Dallas, inc., and Dallas County Juvenile Board.
- 2. Purpose. The purpose of this MOU is to establish the terms and conditions under which NAMI Dallas, Inc. will provide the standardized education course, NAMI Basics, listed in section 3 of this MOU to the parents of juvenile offenders in the Dallas County system.
- 3. Signature education program being offered by NAMI Dallas, Inc.
 - a. **NAMI Basics** NAMI Basics is an educational program for parents and caregivers of children and adolescents living with mental illnesses. It covers the fundamentals of caring for yourself, for your family and for your child. This is a six session course that meets for 2.5 hours each session.
- 4. Cost. The cost to the Dallas County Juvenile Board for NAMI Dallas, Inc. to provide this course is \$2,000 for each six session course. NAMI Dallas Inc. will provide the course three (3) times between October 1, 2015 and September 30, 2016. The total cost for these three (3) courses will not exceed \$6,000. NAMI Dallas Inc. will invoice the Dallas County Juvenile Department after the conclusion of the sixth session.
- 5. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the authorized representatives of the parties to this MOU and ending September 30, 2016.
- 6. Termination. This MOU may be terminated, without cause, by either party upon written notice.
- 7. Insurance. It is NAMI DALAS, INC. 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 (NAMI DALLAS, INC.) 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. Indemnification.

NAMI Dallas, Inc., 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 NAMI Dallas, Inc.) in performance of this Agreement and/or Program, except to the extent such liability, damage fine or expense is the result of negligent acts or omissions of the County.

- 8. Choice of Law. 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 Dalias County, Texas. All statutes and law stated herein shall be updated as amended.
- 9. Severability. 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.
- 10. 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.

repres	entatives on the d	ay of	, 20
DALLA	S COUNTY:	NAM F	II DALLAS, INC.:
BY:	Clay Jenkins Dallas County Judge	BY:	Lasha Kodges Narsha Redess
	Dallas County Jaage		Executive Director
DALLA	S COUNTY JUVENILE BOARD:		
BY:	Judge Cheryl L. Shannon Chairman of the Dalias County	Juvenile Board	
RECON	MMENDED:		
BY:	Dr. Terry S. Smith		
	Director Juvenile Services Chief Juvenile Probation Office	er .	
Ву:			
	Denika R. Caruthers, J.D. Administrative Legal Advisor		

Dallas County Juvenile Department



ACTION ITEM M.

Dr. Terry S. SmithDirector Juvenile Services Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center

2600 Lone Star Drive, Box 5

Dallas, Texas 75212

Memorandum

Date:

October 26, 2015

To:

Dallas County Juvenile Board

From:

Dr. Terry S. Smith, Director

Subject:

Texas A&M University Health Science Center (TAMHSC) Baylor College of Dentistry Memorandum

of Understanding Dental Renewal Contract

Background:

Since 1982, the Dallas County Juvenile Department has contracted with private providers for dental services for residents in the Detention Center, Youth Village, Letot Center, Hill Transition Center, and Medlock Treatment Center and now the Letot RTC. Beginning in FY2001, the Department entered into an Interlocal Agreement with the Texas A&M University Health Science Center (TAMHSC) Baylor College of Dentistry for the provision of dental services.

On August 24, 2014 Court Order #103, Dallas County and TAMHSC agreed to amend the term of the Original Interlocal Agreement, which was set to expire at midnight August 31, 2014, extending it until December 31, 2014. This amendment includes language which allows for the renewal for three additional annual terms upon written mutual agreement of both parties. Dallas County has agreed to exercise the second of three one year renewal terms to extend the dental contract with TAMHSC for the term of January 1, 2016, through December 31, 2016.

The purpose of this briefing is to request the Juvenile Board's approval of the renewal of the agreement with (TAMHSC) Baylor College of Dentistry for the provision of dental services for calendar year 2016.

Operational Impact:

Texas A&M University System Health Science Center offers a unified source of services, supervision and coordination by a dental science professional and centralized inventory and record keeping. Staff positions provided by TAMHSC include: (1) a faculty member dentist to perform patient screenings/examinations and treatment and supervise TAMHSC students; (2) a dental assistant to function as clinic manager (overseeing scheduling, charts, statistics, instruments, etc.); and (3) TAMHSC dental students to perform patient screenings/examinations and treatment under the direct supervision of the faculty dentist.

TAMHSC students function as care providers on a rotation basis as scheduling and clinic space permit, and always under the direct supervision of TAMHSC dental faculty. Dental services are provided between 8:00 a.m. and 5:00 p.m. five days per week, excluding Saturday and Sunday. The dental clinic is closed on all Dallas County official holidays and/or closings. During Texas A&M University Health Science Center (TAMHSC) Baylor College of Dentistry extended Christmas holiday, there will be a dentist available to conduct screenings and provide emergency treatment only.

214-698-2200 Office

214-698-5508 Fax

Strategic Plan Compliance:

This request conforms to the Dallas County Strategic Plan – Vision 2: Dallas County is a healthy community.

Legal Impact:

The renewal contract has been reviewed and approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department Administrative Legal Advisor. The County Judge is required to sign the agreement after approval by Commissioners Court.

Performance Measures:

It is estimated TAMHSC will provide between 350 to 450 individual screenings/treatment appointments per month.

Financial Impact:

Payment for dental services will be at a monthly flat rate of \$9,666.67, for an annual reimbursement not to exceed \$116,000 (FY'2016 - \$77,333.36 and FY'2017 - 38,666.67). Funding for the purchase of dental services is available from the Texas Juvenile Justice Department State Aid under Community Programs - Youth Services. The financial information has been reviewed by Ms. Carmen Williams, Budget Supervisor.

Recommendation:

It is recommended that the Dallas County Juvenile Board authorize the renewal of the Interlocal Agreement to provide dental services between Texas A&M University Health Science Center on behalf of the Dallas County Juvenile Department, effective for the period January 1, 2016, through December 31, 2016.

Recommended by:

Dr. Terry S. Smith, Director

Dallas County Suvenile Department

JUVENILE BOARD ORDER

ORDER NO:

2015-xxx

DATE:

October 26, 2015

STATE OF TEXAS

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COUNTY OF DALLAS

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BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 26th day of October, 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 previously entered into an interlocal agreement with the Texas A&M University Health Science Center(TAMHSC) Baylor College of Dentistry to provide dental services for residents in the Detention Center, Youth Village, Letot Center, Letot RTC, Hill Transition Center, and Medlock Treatment Center; and

WHEREAS,

the previous agreement was due to expire on midnight August 31, 2014 and was amended on August 24, 2014 Court Order #103, extending it until December 31, 2014; and

WHEREAS,

Dallas County has agreed to exercise the second of three one year renewal terms to extend the dental contract with TAMHSC for the term of January 1, 2016, through December 31, 2016; and

WHEREAS,

Texas A&M University Health Science Center(TAMHSC) Baylor College of Dentistry expects to provide between 350 to 450 individual screenings/treatment appointments per month; and

WHEREAS,

Payment for dental services will be at a monthly flat rate of \$9,666.67, for an annual reimbursement not to exceed \$116,000 (FY'2016 - \$77,333.36 and FY'2017 - 38,666.67). Funding for the purchase of dental services is available from the Texas Juvenile Justice Department State Aid under Community Programs - Youth Services.

WHEREAS,

all remaining terms and conditions outlined in the Original Interlocal Agreement shall remain in place.

Texas A&M University Health Science Center (TAMHSC) Baylor College of Dentistry Memorandum of Understanding Dental Renewal Contract

Page 2

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve the renewal to the Interlocal Agreement with Texas A&M University Health Science Center to provide dental services for calendar year 2016.

DONE IN OPEN BOARD MEETING this 26th day of October, 2015.			
The foregoing Juvenile Board Order was lawfully moved and duly adopted by the Juvenile Board on a vote of _ for			
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

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COUNTY OF DALLAS §

INTERLOCAL AGREEMENT TO PROVIDE DENTAL SERVICES BETWEEN TEXAS A & M UNIVERSITY HEALTH SCIENCE CENTER AND

DALLAS COUNTY JUVENILE BOARD ON BEHALF OF THE DALLAS COUNTY JUVENILE DEPARTMENT

WHEREAS, Texas A & M University Health Science Center (hereinafter "TAMHSC") a health-related institution under the administration of Texas A&M University, a Texas Institution of higher education, on behalf of Baylor College of Dentistry, with primary offices at 3302 Gaston Avenue, Dallas, TX 75246 has agreed to provide dental services to the youth of the Dallas County Juvenile Department, including youth in the Detention Center, Marzelle C. Hill Transition Center, Letot Center, Youth Village, and Medlock Center; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, authorizes interlocal agreements between local government agencies to perform governmental functions; and Section 791.025 of the Texas Government Code does permit interlocal agreements between local governments for the purchase of goods and services and does satisfy the requirement of local governments to seek competitive bids for the purchase of such goods and services; and

WHEREAS, TAMHSC and the Dallas County Juvenile Board now desire to enter into this Agreement to permit TAMHSC to provide dental services to the youth of the Dallas County Juvenile Department, including youth in the Detention Center, Marzelle C. Hill Transition Center, Letot Center, Youth Village, and Medlock Center, as more specifically described herein.

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by and between TAHMSC and the Dallas County Juvenile Board, upon and for the mutual consideration as stated herein:

1. **DEFINITIONS**:

- A. Agreement. Reference to this Interlocal Agreement to Provide Dental Services
 Between TAMHSC and the Dallas County Juvenile Board, on behalf of the Dallas
 County Juvenile Department;
- B. <u>Dallas County Juvenile Board</u>. The Dallas County Juvenile Board (the "DCJB"), a governmental entity in the State of Texas, including the Dallas County Juvenile Department (the "DCJD");
- C. <u>Texas A & M University Health Science Center</u>. a health-related institution under the administration of Texas A&M University, a Texas Institution of higher education, on

behalf of Baylor College of Dentistry;

- D. Youth. A juvenile who is classified as a detainee of one of the following Dallas County Juvenile Department Juvenile facilities: Detention Center; Youth Village; Marzelle C. Hill Transition Center; Letot Center; and Medlock Center; and
- E. <u>Dental Care Services</u>. Work to be performed as identified in Section 4, Scope of Work (the "Services") for youth.

2. TERM:

The term of this Agreement shall begin on January 1, 2015 and shall end on December 31, 2015. This Agreement may be renewed for three (3) additional one-year terms upon written mutual agreement of both parties.

3. RELATIONSHIP OF THE PARTIES:

Each party is acting independently, and neither is an agent, servant, employee or joint enterprise of the other. TAMHSC 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 Dallas County Juvenile Board 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.

4. SCOPE OF WORK:

A. RESPONSIBILITIES OF TAMHSC

- 1. TAMHSC shall provide Services within the scope of general dentistry, including but not necessarily limited to the following:
 - a. Coordination of patient scheduling, cleaning and sterilization of dental instruments, and performance of required infection control procedures in the dental clinic;
 - b. Oral examination of youth;
 - Originate and maintain patient charts as needed, to include radiographic examination and records;
 - d. Preventive, palliative and emergency dental treatment (cleaning and polishing of teeth, topical fluoride application, amalgam and resin restorations, stainless steel crowns, etc.);
 - e. Provide more extensive restorative/elective procedures (permanent crowns, bridges) as time, material costs and treatment constraints permit;

- f. Endodontic treatment as required, within the scope of general dental practice;
- g. Oral surgery procedures (extraction of teeth, removal of exostoses, incision & drainage of abscess, etc.) as required, within the scope of general dental practice. Removal of teeth will be done only if the tooth is deemed to be non-restorable by the Dentist;
- h. Periodontal treatment (treatment of gums, scaling/root planing, etc.) as required, within the scope of general dental practice;
- i. Other standard general dental procedures as deemed necessary;
- j. Recommendation and coordination of referrals for care or services as required;
- k. Oral hygiene instruction and health education/disease prevention presentations;
- I. Conduct approximately three hundred fifty (350) to four hundred fifty (450) individual screening/treatment appointments per month;
- m. Maintain statistical data as directed by DCJD;
- n. Providing computer hardware and software (to remain property of TAMHSC) for creation and maintenance of a patient database, maintaining statistics as follows:
 - 1. Referral information;
 - 2. Number of youth referred and reason(s) for referral:
 - 3. Number and types of treatment performed or provided;
 - Number of untreated youth, and the reason(s) for nontreatment;
 - 5. Daily log of youth seen, including total patients seen; and
 - 6. Summary of services provided including total treatment rendered.
- o. Provide DCJD with access to the youth database during the term of the Agreement and a copy of the database after termination of the Agreement;
- p. Provide clinical supervision of the Texas Woman's University (TWU) Dental Hygiene students in the clinical area.

FACILITIES AND EQUIPMENT

- a. TAMHSC will provide all disposable supplies including restorative materials (amalgam, composite, etc.), infection control supplies (gowns, gloves, masks, etc.), topical and local anesthetics, and operatory supplies such as cotton gauze and rolls, suction tips, patient napkins, etc.
- b. TAMHSC will provide (hand pieces, hand instruments, ultrasonic scalers, etc.) and contract for or provide maintenance of all dental equipment provided by TAMHSC and used on-site at DCJD.

3. PERSONNEL

- Dental service providers will be TAMHSC faculty and staff members, and TAMHSC students scheduled on rotation, working under the direct supervision of faculty members.
- b. The primary dental team for the DCJD will consist of three members:
 - . 1. a TAMHSC faculty member dentist to perform patient screenings/examinations and treatment and supervise TAMHSC students and TWU Dental Hygiene students;
 - 2. a dental assistant to function as clinic manager (overseeing scheduling, charts, statistics, instruments, etc.); and
 - 3. TAMHSC dental students to perform patient screenings/examinations and treatment under the direct supervision of the faculty dentist.
- c. Delegation of duties within the clinic will follow the practice in most private dental offices, i.e., the dentist will perform and/or supervise patient examinations and restorative treatment and provide general supervision of the dental students, who will provide cleanings, topical fluoride applications and oral hygiene instruction, place preventive sealants, and take radiographs as authorized by the dentist.
- e. The clinic manager will work with the dentist as treatment is rendered, take radiographs as authorized by the dentist, and assist in performing operatory infection control procedures, instrument cleaning and sterilization.
- f. TAMHSC students will function as care providers on a rotation basis as scheduling and clinic space permit, and always under the direct supervision of TAMHSC dental faculty.
- g. TAMHSC will display in the clinic current Texas State dental and dental assisting license certificates for each dentist and dental assistant providing care and/or supervising students.
- h. TAMHSC will maintain copies of current Texas State Controlled Substance and DEA Controlled Substance certificates for each dentist and current radiographic certification records for each dental auxiliary providing care.
- TAMHSC staff must follow DCJD policies and procedures related to safety and security and other relevant issues, copies of which will be provided or made available to TAMHSC staff.
- j. TAMHSC agrees that all service and/or medical providers and onsite TAMHSC personnel will be subject to security clearance background checks and understands that access will be denied to those persons, in the sole discretion of DCJD, that have questionable backgrounds.

4. WORK SCHEDULE

- a. Dental services will be provided between the hours of 8:00 AM and 5:00 PM for five (5) days per week, excluding Saturday and Sunday.
- b. The dental clinic will be closed on all Dallas County official holidays and/or closings.
- c. Coverage for emergency care during scheduled clinic closures will be provided by the TAMHSC dental team assigned to the DCJD dental clinic, on an on-call basis.
- d. During Baylor College of Dentistry's extended Christmas holiday, there will be a dentist available to conduct screenings and provide emergency treatment only.

B. RESPONSIBILITIES OF THE DCJD

1. COMPENSATION

- a. Reimbursement for provision of dental services will be provided on a flat fee basis.
- b. TAMHSC will submit a request for payment to the Dallas County Auditor through the DCJD, addressed to the Superintendent of Detention for verification of services.
- c. DCJD will reimburse TAMHSC for provision of services at a monthly flat rate of NINE THOUSAND SIX HUNDRED SIXTY-SIX AND 67/100 DOLLARS (\$9,666.67), for a total annual reimbursement not to exceed ONE HUNDRED SIXTEEN THOUSAND AND NO/100 DOLLARS (\$116,000.00).

2. FACILITY

- a. The DCJD shall provide secured facility space, all necessary large equipment (as solely defined by the DCJB), custodial care, necessary facilities and large equipment maintenance (air compressors, vacuum and water line systems).
- b. Facility Location: The Services will be performed at the following site which is owned, operated, and maintained by the DCJB:

Detention Center 2600 Lone Star Drive Dallas, Texas 75212

C. RESPONSIBILITIES OF THE TAMHSC AND THE DCJD

- 1. Provide continuous feedback to each other and agree to review and evaluate this Agreement annually.
- 2. Revise or modify in writing this Agreement if both parties agree to the revision or modification.
- 3. Jointly publicize the partnership and the benefits of the collaboration.

5. 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.

6. 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 prepaid, 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:

TAMHSC:

Attn: Terry Snow-Smith, M.D., Director

Dallas County Juvenile Department

2600 Lone Star Drive Dalias, Texas 75212

Phone: 214-698-2215 Fax: 214-698-5508

Email: Terry.Smith@DallasCounty.org

Attn: Daniel L. Jones, DDS, PhD

Texas A&M University Health Science Center

Baylor College of Dentistry Public Health Sciences Dept.

3302 Gaston Avenue Dallas, Texas 75246

Phone: 214-828-8350 Fax: 214-828-8449

Email: djones@tambcd.edu

7. DISPUTE RESOLUTION:

- A. The dispute resolution process provided for in Chapter 2260, *Texas Government Code*, shall be used, as further described herein, by TAMHSC and DCJB to attempt to resolve any claim for breach of Agreement made by DCJB:
 - The DCJB's claim for breach of this Agreement that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, DCJB shall submit written notice, as required by subchapter B, to the Vice President for Finance and

Administration of TAMHSC. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of TAMHSC otherwise entitled to notice under the parties' Agreement. Compliance by DCJB with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code;

- 2. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is DCJB's sole and exclusive process for seeking a remedy for any and all alleged breaches of Agreement by TAMHSC if the Parties are unable to resolve their disputes under subparagraph (A) of this paragraph; and
- 3. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Agreement by TAMHSC nor any other conduct of any representative of TAMHSC relating to the agreement shall be considered a waiver of sovereign immunity to suit.
- B. The submission, processing and resolution of DCJB's claim is governed by the published rules adopted by the attorney general pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
- C. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by DCJB, in whole or in part.
- D. The designated individual responsible on behalf of TAMHSC for examining any claim or counterclaim and conducting any negotiations related thereto as required under §2260.052 of H.B. 826 of the 76th Texas Legislature shall be the Vice President for Finance and Administration of TAMHSC.

8. INSURANCE AND INDEMNIFICATION:

A. To the extent authorized by the Constitution and laws of the State of Texas and without the establishment of a sinking fund, DCJD and the DCJB shall hold harmless and indemnify TAMHSC, the State of Texas, Board of Regents, Texas A & M University and their officers, employees and agents, from and against any and all claims, liabilities, losses, judgements, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of DCJB or DCJD, its officers and employees, including any acts constituting negligence. To the extent authorized by the Constitution and laws of the State of Texas, TAMHSC shall hold harmless and indemnify DCJD, Dallas County, the Commissioners and Juvenile Board members and their officers and employees, from and against any and all claims, liabilities, losses, judgements, expenses and/or damages, including reasonable attorney's

fees and court costs, resulting from or attributable to any act or omission of TAMHSC, its officers and employees, including any acts constituting negligence.

- B. In addition, TAMHSC shall at all times during the term of this Agreement and at its own expense, maintain in full force and effect the following coverage:
 - 1: Workers' Compensation meeting the requirements established by Texas Labor Code:
 - 2. Professional malpractice insurance in the minimum amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) individual professional liability for each loss and an aggregate of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) per event covering the duties performed under and during this Agreement. For any claim(s) arising from work performed pursuant to the Agreement, such policy of insurance shall be primary. Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments and/or cancellation of the Agreement;
- C TWU will maintain any insurance required by DCJD for the Dental Hygiene students under the terms of the agreement between TWY and DCJD.

9. SUBCONTRACTING:

- A. TAMHSC 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, TAMHSC shall ensure that existing community-based organizations are utilized to the fullest extent possible.
- B. Subcontracts, if any, entered into by the TAMHSC will be in writing and subject to all requirements herein. TAMHSC agrees that it will be responsible to DCJB for the performance of any subcontractor. Also, TAMHSC shall pay all subcontractors in a timely manner.

10. CHOICE OF LAWS AND VENUE:

In providing services required by this Agreement, TAMHSC must observe and comply with all licenses, legal certifications, or inspections required for the services, equipment, or materials provided by TAMHSC, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. This Agreement shall be governed by Texas law. All statutes and law stated herein shall be updated as amended.

11. 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.

12. 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.

13. SIGNATORY WARRANTY:

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

14. 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.

15. 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.

16. FEDERAL FUNDED PROJECT:

If this Agreement is funded in part by either the State of Texas or federal funding, TAMHSC 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.

17. 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. TAMHSC has a duty to mitigate damages.

18. ASSIGNMENT:

TAMHSC assures that it will not transfer or assign its interest in this Agreement without the prior written consent of the DCJB. TAMHSC understands that in the event that all or substantially all of TAMHSC's assets are acquired by another entity, TAMHSC is still obligated to fulfill the terms and conditions of this Agreement.

19. 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.

20. SOVEREIGN IMMUNITY:

This Agreement is expressly made subject to TAMHSC'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.

21. PREVENTION OF FRAUD AND ABUSE:

TAMHSC 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 TAMHSC'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, TAMHSC warrants to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. TAMHSC shall, upon notice by DCJB, refund expenditures of the TAMHSC 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. TAMHSC may review the claim and either choose to refund these expenditures or allow the

matter to be resolved using the Chapter 2260 process described in paragraph 7 of this Agreement.

22. FISCAL FUNDING CLAUSE:

Notwithstanding any provisions contained herein, the obligations of the DCJB under this Agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement. TAMHSC 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 TAMHSC at the earliest possible time prior to the end of its fiscal year; however, DCJB shall be required to pay TAMSHSC for services already received at the time it gives notice.

23. HIPPA:

As applicable, all parties agree to adhere to the standards under the Health Insurance Portability and Accountability Act of 1996, as amended, codified at 42 USC § 1320d through d-8 ("HIPPA") or the Protected Health Information standards as promulgated in 45 CFR Part 164 and 45 CFR Part 142 ("PHI"). All parties take notice and agree to follow the exceptions regarding correctional situations. All parties agrees to use and disclose PHI only as required to perform the services outlined herein, which may include the proper management and administration of each entity. The parties may provide data aggregation services to health care operations of each of the other parties. The parties will not use or further disclose PHI other than as provided by this Agreement. The parties agree to promptly notify each other of any use or disclosure of PHI not provided for in this Agreement. The parties agree to notify each other of their corrective actions to cure any breaches as soon as possible. The parties understands that any of the other parties may terminate this Agreement immediately if another party's actions are not successful in remedying the breach and any party may report the problem to the Secretary of Health and Human Services. The parties shall require any agents or subcontractors who receive PHI to be bound by the same restrictions and conditions as stated herein. The parties agree to make its internal practices, books and records relating to the use and disclosure of PHI received from, created or received by the party available to the Secretary of Health and Human Services or each other for purposes of determining each party's compliance with HIPPA. After each party has completed working with or using PHI provided by all of the other parties, they agree to return and destroy all PHI if feasible, and if not feasible, the parties agree to continue to protect the PHI from wrongful use and disclosure. If a party decides to destroy PHI provided by another party under this Agreement, that party will keep a record of the proper destruction or provide all the parties with notice and certification of proper destruction of PHI.

24. PROMPT PAYMENT ACT:

TAMHSC 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.

25. FORCE MAJURE

Neither DCJB nor TAMHSC shall be deemed in violation of this Agreement if it 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.

26. TRANSITION SERVICES:

Upon notice of termination and/or expiration of this Agreement, the DCJB shall immediately have the right to audit any and all records of TAMHSC relating to this Agreement. Moreover, upon termination and/or expiration date of this Agreement, TAMHSC agrees to transition the Services provided herein in a cooperative manner and provide anything requested from the DCJB at no additional cost, including, but not limited to the following, upon 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) Dowloading and removal of all DCJB information from TAMHSC's equipment and software; and (v) Removal of TAMHSC's Services without affecting the integrity of DCJB's systems; and (vi) All Records and DCJB property. This provision shall survive Agreement termination.

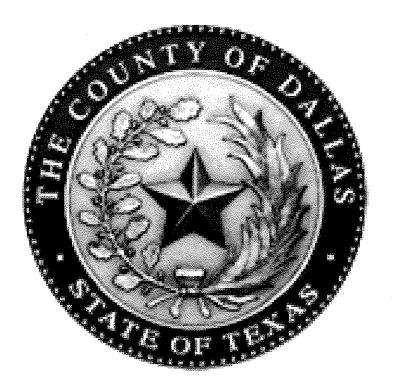
EXECUTED this the 15TH day of	DECEMBER	, 2014.
BY: Judge Cheryl Shannon, Chairman Dallas County Juvenile Board	BY:	11/10/201 CEO
	BY: - Septing T. Burlos	10/30/2014 Industrial series speed s
RECOMMENDED BY:	Texas A&M University Baylor College of Dentistry	
BY: Terry Snow-Smith, M.D., Director Dallas County Juvenile Department	BY: Lawrence E. Wolfinsky, Ph.D., Dean	D.M.D.

APPROVED AS TO FORM:

Denika Caruthers, Assistant District Attorney

Chief, Civil Section

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



ACTION ITEM N.



DALLAS COUNTY JUVENILE DEPARTMENT

Dr. Terry S. SmithDirector Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center

2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date:

October 26, 2015

To:

Dallas County Juvenile Board

From:

Dr. Terry S. Smith, Director

Subject:

Management Training for Juvenile Department-WordSmooth

Background of Issue:

The Dallas County Juvenile Department is committed to ensuring that its staff is provided with quality professional development opportunities. It is recommended for 2016 that the "Harvesting Respect" learning session series be extended out to administrative staff, JPOs, JSOs, and teachers within the Dallas County Juvenile Department. Learning sessions of 50 participants or less most effective, and sessions can be scheduled on weekdays or Saturdays as requested. The long term vision is to train 200 employees a year until all employees are reached, and then to establish a permanent new-hire training program.

The Juvenile Department has been active in empowering staff with a variety of training opportunities. The purpose of the current briefing is to request authorization for the Juvenile Department to continue contracting with WordSmooth to provide training which will aid the Juvenile Department reinforcing value and maximize the benefits of its diversity and address a wide range of diversity-related challenges.

A successful diversity effort is multi-layered and ongoing. When learning sessions are followed with evaluation to inform continuous improvement, a comprehensive approach to diversity education can transform employee reaction from questioning and resistance to curiosity, interest, and confidence. While WordSmooth always measures learning, the measurement is more effective when stakeholder-developed measurements are infused into the organization's employee evaluation processes so that employees are held accountable for using what they have learned (WordSmooth).

Impact on Operations and Maintenance:

The current request is identified as a means of potentially improving productivity, customer services, and supervision by providing staff with strategies to increase respect and loyalty with others, to improve effective communication with others, to identify the steps for delegating effectively, to assist in differentiating between management and leadership, as well as to identify an ethical decision-making model and diversity related challenges.

Strategic Plan Compliance:

This request complies with Vision 3: Dallas County is safe, secured, and prepared as denoted by the following indicators: leverage impact in the County by implementing best practices and evaluate allocation of adult and juvenile justice resources around Dallas County.

Legal Information:

The management training contract for the Juvenile Department-WordSmooth has been sent to the Department's Administrative Legal Advisor for review and approval. Ms. Denika Caruthers has approved this contract as to form.

Financial Impact/Considerations:

Payment for up to 200 staff to participate in this intensive training program is \$15, 150.00, which includes a book and all training materials. Funds for the training will come from #120-5110-5590 — General Fund's Other Professional Services. These funds were approved and authorized by Ms. Carmen Williams- Supervisor of Budget Services. Below is the listing of specific services:

Consultation with leadership to implement the initiative: 10 hours @ \$75/hour (two consultants)	\$750.00
Up to two off-site focus groups @\$900 per session, with summary report.	\$1,800.00
Up to four "First Impressions" 90-minute learning sessions @ \$850 per session.	
Cap of 50 participants per session.	\$3,400.00
Up to four "Mind Flex" 90-minute learning sessions @ \$850 per session.	
Cap of 50 participants per session.	\$3,400.00
Up to four "ACE-ing Conflict" 90-minute learning sessions @ \$850 per session.	
Cap of 50 participants per session.	\$3,400.00
100 Navigating Diversity books @ \$13	\$1,300.00
Customization of modules to mesh with DCJD culture	\$900.00
One-Reinforcement email	\$200.00
Program evaluation and reporting	\$200.00
TOTAL ESTIMATE:	\$15, 350.00

Performance Impact Measures:

WordSmooth believes strongly in measuring performance. Learning session participants complete an online survey two to four weeks after attending a learning session. The survey measures participant learning and their implementation of what they learned. Results reported anonymously by participants are very positive:

- 94% say their awareness was increased of any tendencies they have to make assumptions.
- 95% say they learned new information and skills for becoming more mentally flexible.
- 94% say they learned information they can use in their work environment.
- 78% say they have already used something they learned at the session at work or elsewhere.
- 98% say that presenter Jeanae Beal is effective.

Project Schedule/Implementation:

WordSmooth will be implemented upon the review and approval of the Juvenile Board from October 1, 2015 to September 30, 2016.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to authorize for the Juvenile Department to contract with WordSmooth to provide training which will aid the Juvenile Department reinforcing values and maximize the benefits of its diversity and address a wide range of diversity-related challenges and providing improved customer services.

Recommended by:

Dr. Terry S. Smith, Director

Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO:

2015-xxx

DATE:

October 26, 2015

STATE OF TEXAS

δ

COUNTY OF DALLAS

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 26th day of October 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, the Dallas County Juvenile Department is committed to ensuring that its staff, is provided with quality professional development opportunities, to ensure quality leadership that empowers

staff to achieve the mission of the Department; and

WHEREAS, the Department wants to contract with WordSmooth to provide training to aid the

Department to reinforce value and maximize the benefits of its diversity and to address a wide

range of diversity-related challenges; and

WHEREAS, this request is a means of potentially improving productivity, services, and supervision by

providing staff with strategies to increase respect and loyalty toward others, to improve effective communication with others, to identify the steps for delegating effectively, and to assist in differentiating between management and leadership, as well as to identify an ethical

decision-making model; and

Cap of 50 participants per session.

WHEREAS, because WordSmooth believes strongly in measuring performance, learning session

participants complete an online survey two to four weeks after attending a learning session to

measure participant learning and their implementation of what they learned; and

WHEREAS, cost for 200 staff to participate in this intensive training program includes:

Consultation with leadership to implement the initiative: 10 hours @ \$75/hour (two

consultants):

\$750.00 \$1,800.00

Up to two off-site focus groups @\$900 per session, with summary report.

Up to four "First Impressions" 90-minute learning sessions @ \$850 per session.

\$3,400.00

Up to four "Mind Flex" 90-minute learning sessions @ \$850 per session.

Cap of 50 participants per session.

\$3,400.00

Up to four "ACE-ing Conflict" 90-minute learning sessions @ \$850 per session.

Cap of 50 participants per session. \$3,400.00

WordSmooth Management Training		Page 2	
	100 Navigating Diversity books	@ \$13	\$1,300.00
	Customization of modules to m		\$900.00
	One-Reinforcement email		\$200.00
	Program evaluation and report	ing	\$200.00
	TOTAL ESTIMATE:		\$15, 350.00
	; and		
WHEREAS,	funds for the training will cor	ne from budget line item # 120-5	5110-5590 — General Fund's
	Other Professional Services, ar Williams, Supervisor of Budget	nd these funds were approved and Services; and	I authorized by Ms. Carmen
WHEREAS,	•	on 3: Dallas is <i>safe, secure,</i> and <i>prep</i>	
the Departme diversity-relat	ent to reinforce values and maxi	artment to contract with WordSmo mize the benefits of its diversity a mmended that the Board authoriz ard.	ind address a wide range of
DONE IN OPE	N BOARD MEETING this 26th day	of October, 2015.	
The foregoing	g Juvenile Board Order was lawfu	ılly moved by and s	seconded by
and duly adop	oted by the Juvenile Board on a vo	te of _ for the motion and _ abstain	ned.
Recommende	ed by:	Approved by:	
		•	
Dr. Terry S. Sr	•	Judge Cheryl Lee Shannon	,
Dallas County	Juvenile Department	Dallas County Juvenile Boa	ard



PURCHASE AGREEMENT BETWEEN DALLAS COUNTY JUVENILE DEPARTMENT AND WORDSMOOTH

This Purchase Agreement is dated October 26, 2015, by and between Dallas County Juvenile Department (Purchaser) and WordSmooth (Provider).

- 1. <u>Services to be Purchased.</u> Provider hereby agrees to provide the services (the "Services") as defined on Exhibit "A" attached hereto and incorporated herein by reference.
- 2. <u>Responsibilities of Purchaser</u>. Purchaser hereby agrees to provide the items outlined on Exhibit "B" attached hereto and incorporated herein by reference.
- 3. <u>Purchase Price/Payment Terms.</u> The purchase price and payment terms for said Services are as set forth on Exhibit "C" attached hereto and incorporated by reference herein.
- 4. <u>Time is of the essence</u>. Time is of the essence with respect hereto; therefore, Provider and Purchaser shall fulfill their respective obligations hereunder on or before the dates set forth herein.
- 5. <u>LIMITATION OF PROVIDER'S LIABILITY</u>. PURCHASER HEREBY RELEASES PROVIDER FROM ALL LIABILITY FOR DAMAGES ARISING UNDER ANY THEORY OF LEGAL LIABILITY, TO THE FULLEST EXTENT THAT PURCHASER MAY LEGALLY AGREE TO RELEASE PROVIDER FROM LIABILITY FOR SUCH DAMAGES.
- 6. <u>Product Integrity</u>. In order to preserve the high quality of WordSmooth training products, no employee or agent of Purchaser may train or present a Socha education program to another person unless certified by WordSmooth to be a facilitator.
- 7. <u>Confidential Information</u>. Each party and all agents of each party shall maintain confidential and secret, and shall not divulge, disclose or use in whole or in part, except in performance of the Services, any information obtained or created by the party relating to the other party's businesses or investigations, which (a) is information not generally known to the public, or (b) is proprietary information of such party, its customers or suppliers.
- 8. <u>Session Photography.</u> Purchaser agrees to permit the use of limited videotaping and still photography of sessions for the express use by Provider in promotional materials and publications. All images will be approved by both parties before publication.
- 9. Entire Agreement. This Agreement constitutes the entire agreement between Provider and Purchaser with respect to the Services described in this Agreement and its Exhibits, and supersedes any and all prior and contemporaneous oral or written understandings. This Agreement may not be altered, amended or modified except by a written document executed by both Provider and Purchaser.

Executed as of the date written above; effective October 21, 2015.

NAME	WordSmooth
Ву:	Ву:
Printed:	Date:
Date:	8235 Hunnicut Rd Dallas, TX 75228 214-367-7513

EXHIBIT "A"

Services Provided by WordSmooth:

In 2016, WordSmooth will facilitate up to twelve (12) 90-minute employee learning sessions at DCJD, and conduct focus groups and research to customize the sessions. The facilitator will utilize a Power Point presentation with an accompanying handout for each participant. An electronic copy of each handout will be emailed to Purchaser for photocopying. Sessions may be rescheduled with 7 days notice with the agreement of both parties. In the case of inclement weather, WordSmooth follows the Dallas ISD closure advisory.

Consultation with leadership to implement the initiative: 10 hours @ \$75 each (two consultants)	ć 7π Ω ΩΩ
Consultation with leadership to implement the initiative. 10 hours @ \$75 each (two consultants)	\$750.00
Up to two off-site focus groups @\$900 per session, with summary report.	\$1,800.00
Up to four "First Impressions" 90-minute learning sessions @ \$850 per session. Cap of 50 participants per session.	\$3,400.00
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100 Navigating Diversity books @ \$13	\$1,300.00
Customization of modules to mesh with DCJD culture	\$900.00
One reinforcement email	\$200.00
Program evaluation and reporting	\$200.00
TOTAL ESTIMATE	\$15,350.00

EXHIBIT "B"

Responsibilities of Purchaser

Please provide one hour in advance of session start time:

- Room completely set up one hour in advance of session start time
- One (1) power point projector connected to the computer
- Screen or blank white wall
- Enough small tables with chairs each for training participants
- A handout for each participant
- Enough writing instruments (pens and markers) for all participants
- Materials: Purchaser will be responsible for making a handout for each participant.

EXHIBIT "C"

Terms

Invoices will be submitted at the end of each month. Payment is due within 30 days of invoice.

Fee

Purchase Agreement - Dallas County Juvenile Department

Total estimated cost is \$15,350.00



"Sow, Cultivate and Harvest Your Organization's Full Potential"

"Harvesting Respect" Diversity Learning Program Brief prepared for the Dallas County Juvenile Department

October 26, 2015

From

WordSmooth

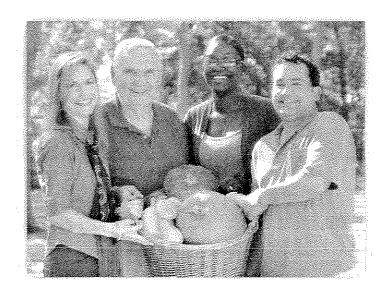
www.wordsmooth.com info@wordsmooth.com 8235 Hunnicut Rd. Dallas, Texas 75228 214-367-7513

Poet Audre Lourde said, "It is not our differences that divide us. It is our inability to recognize, accept, and celebrate those differences." As the North Texas region grows increasingly diverse, many individuals continue to struggle to bridge our differences in order to live and work productively together. As a result, individuals and organizations often fall short of realizing their full potential and fulfilling their missions.

Harvesting an Organization's Full Potential

The response to the growing scope of human differences in recent years has been 'diversity training.' To be sure, the focus on differences has been and still is necessary. At the same time, some groups have felt left out of the diversity conversation. The Socha learning series is designed to ensure that all groups and all people feel important, respected, and fully engaged.

Through a range of engaging learning opportunities, organizations are encouraged not just to create an



atmosphere that accepts differences, but to seek out ways to Sow, Cultivate and Harvest the seeds of potential in each and every organization stakeholder. Yet creating such a nurturing community is easier said than done. The challenges can be daunting. Consider that:

- Stakeholders may not be conscious of their own behaviors that judge or exclude certain groups or members of groups, and may not explore their own prejudices because exploring them would cause discomfort.
- Stakeholders may not be aware of or able to accurately distinguish between cultural norms and stereotypes.
- Stakeholders may resist the goal of every individual reaching his or her potential for fear of having to make personal sacrifices or change deeply held values.
- Organizations don't have the time or skill to move from tolerating differences to an effort that holds people accountable to fully value and respect everyone.

Operandration and Charle and a translation of the Continues

After a 14-year career with the Greater Dallas Community Relations Commission working to improve race relations and multi-cultural understanding, Patty Bates-Ballard formed WordSmooth when she became the mother of a child with disabilities. She combined her writing and diversity experience to form an inclusive communications company specializing in communications and diversity services for non-profit, healthcare, educational, and governmental organizations. WordSmooth is certified as a Woman-Owned Business Enterprise with the North Central Texas Regional Certification Agency, Affadavit # 18659.

Patty Bates-Ballard and Jeanae Beal have collaborated since 2001 to develop the diversity learning program called Socha. Additional presenters from diverse backgrounds also are available as needed, and have contributed to the program content. Designed to maximize respect for and engage all employees, the Socha program helps organizations SOw, Cultivate and HArvest their full potential. It provides the tools needed to assist an organization value and maximize the benefits of its diversity and address a wide range of diversity-related challenges.

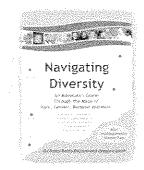
The WordSmooth organization possesses a number of assets:

- Length of Experience. WordSmooth Socha consultants for this project have a combined 45+ years experience developing and delivering diversity education in North Texas.
- Inclusive Philosophy. When they hear the word diversity, many people think "race" and "gender" and stop. The Socha program takes special care to emphasize the full range of ways that people vary one from another, stressing that everyone is included. We also take special care to avoid any suggestion of blame, and instead focus on joint responsibility and benefits. People actually enjoy the programs!
- Wealth of Content. The Socha program meets both effectiveness and diversity education objectives. The Socha approach allows organizations to offer their workforce the best wisdom of decades of management and effectiveness research in a digestible and engaging format infused with a deep respect for diversity. Organizations wishing to go further with diversity learning also have additional options.
- Full Regard. Many people who want to value diversity mistakenly believe that they should be "color blind." Since human beings do notice differences, the difficulty of achieving this goal can cause discomfort. In order to Sow, Cultivate and Harvest each individual's full potential, it is important relinquish the need to be "color (or culture) blind." Instead, the goal is full regard and respect for differences.
- Range of Experience. WordSmooth Socha consultants have a broad range of experience
 working with corporations, businesses, community, and religious groups, with a special
 emphasis on educational, healthcare, and governmental organizations. WordSmooth
 brings thousands of hours of learning session delivery and organizational consultation, as
 well experience with community building, dialogue, and advocacy for change.

Community Involvement. WordSmooth's Socha consultants represent a history of
working to improve the community, and have looked to a broad range of community
representatives for input into the program. The reputation is one of informed change
agents who promote the dignity and value of each and every person. Successful advocacy
on affirmative action, police community relations, hate crimes, and racial profiling
legislation demonstrates a commitment to walking the talk.

In 2008, Patty Bates-Ballard and Gregory Smith co-authored the book Navigating Diversity: An Advocate's Guide Through the Maze of Race, Gender, Religion and More. The book provides a step-by-step process for responding to awkward and insensitive comments, and serves as a companion to the Socha learning session "ACE-ing Conflict."

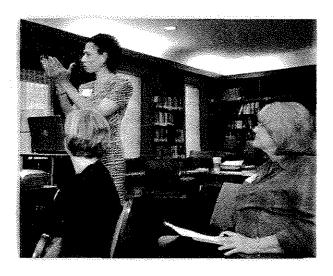
Dr. Julianne Malveaux, Former President of Bennett College for Women and preeminent speaker on race and culture, has praised Navigating Diversity: "Kudos to Patty Bates-Ballard and Gregory Smith



for helping all of us navigate diversity matters. Using comments ripped from the headlines, pulled from diversity training, and repeated at the water cooler, Bates-Ballard and Smith offer multiple ways we can all deal with comments that are offensive or insensitive. With their open and balanced approach, their humor, and their admonition that we should all model the respect we want to receive, *Navigating Diversity* is an important tool for diversity advocates and for others. No matter how experienced the diversity advocate or leader, there is something to learn from this book."

Socha clients over the last 10 years have included:

- Dallas Police Department Academy
- Irving Police Department Academy
- Lancaster Police Department
- Texas Youth Commission Cottrell House
- Institute for Law Enforcement Administration
- Baylor University Medical Center
- Legal Services of North Texas
- Dallas Housing Authority
- Dallas Academy
- Duncanville ISD
- Garland ISD
- Frisco ISD
- Arlington ISD
- McKinney ISD
- Mesquite ISD
- Birdville ISD
- Crandall ISD
- Girls, Inc.



Henry de Carry tar Circumoratur

WordSmooth believes strongly in measuring performance. Learning session participants complete an online survey two to four weeks after attending a learning session. The survey measures participant learning and their implementation of what they learned. Results reported anonymously by participants are very positive:

- 94% say their awareness was increased of any tendencies they have to make assumptions.
- 95% say they learned new information and skills for becoming more mentally flexible.
- 94% say they learned information they can use in their work environment.
- 78% say they have already used something they learned at the session at work or elsewhere.
- 98% say that presenter Jeanae Beal is effective.

Survey comments also are very positive:

"At work and working with families, you tend to use isms. In my mind I remembered this course and it allowed me to open up to the parents and show there were no stereotypical judgments made. In one instance, a previous teacher of a student was informing me of "how awful the child was and the parents were even worse." I loved being able to tell her I was going to give them a fair chance. Turns out the child is doing great in my class and the parents love me! Elsewhere, I started to make an assumption (ism) at the grocery store and was reminded of my training... I LOVED the diversity training! Thank you."

"I was working with a student who appeared defiant. When I chose to look at the situation from a different angle, I learned that he was actually very lonely and longed for friends but did not know how to make them."

"Choosing to see problems as "interesting." Trying to put a positive spin on everything that seems to be a problem/confrontational, I have become more aware of different ways to approach problems, come up with solutions, consider other point of views and improved problem solving skills."

"I realized I assume many things about how students/parents/coworkers are, based on their appearances, their mannerisms, and even what grade/subject they teach. I have had to put aside those generalizations and get to know the real person. I am surprised at what I find almost every time!"

"I have learned to see many different perspectives in my home and professional life. It allows me to better communicate and listen in many different situations. I have become better at stepping away and thinking about how others may view my actions instead of only thinking about my point of view."

"The training helped me see that you cannot judge a kid by the prejudices set by society or even by my own experiences. You have to look deeper into the heart of the person to fully grasp how to effectively influence them in a positive manner."



Patty Bates-Ballard is Creative Director and Owner of WordSmooth and the lead developer of the Socha diversity learning program. Co-author of the book *Navigating Diversity*, she was the Diversity Director for the Greater Dallas Community Relations Commission. She has worked in the field of multi-cultural relations for over 25 years, and has delivered diversity and conflict resolution programs to school districts, corporations, hospitals, non-profit agencies, churches and all levels of government, including Dallas, Irving and Lancaster Police Departments, Texas Youth Commission, Dallas ISD, Baylor University Medical Center, United Way, and the IRS, among

many others. In 2009, Patty was commissioned to develop a diversity education program for Garland ISD that also was presented at the nation's leading staff development organization, Learning Forward, in 2013. Patty is a trained mediator, with degrees in Psychology and Philosophy from Austin College, Sherman, TX. A mother of two boys, she volunteers at Sanger Elementary School.

Certifications

Multiculturalism 4-Day, Visions, Inc./Jo Bowens, 2001; <u>Dismantling Racism</u>, Crossroads/Joseph Barndt, 2000; <u>Undoing Racism</u>, People's Institute For Survival and Beyond, 1998; <u>Diversity Train the Trainer</u>, National Coalition Building Institute/Cherie Brown, 1992; <u>Dismantling Racism</u>, Peace Development Fund/Andrea Ayvazian, 1990. Mediation certificate, Dispute Mediation Services, 1994.



Jeanae Beal is the Senior Trainer for WordSmooth. Jeanae retired from Duncanville ISD, where as Assistant Superintendent for Elementary Operations, she sustained the district's diversity training program. She presented diversity training programs and trained local campus facilitators from 2002 through 2008. A public school educator since 1978, her career spans from teacher to elementary principal to a central level administrator, all in public education. Jeanae joined WordSmooth in 2007 and has presented the Socha workshops to Learning Forward, Baylor University

Medical Center, Garland ISD, Frisco ISD, Birdville ISD, and many others in recent years. As a certified volunteer facilitator with the Greater Dallas Community Relations Commission, she provided diversity training for a number of organizations in the Dallas/Ft. Worth area, including United Way, the City of Coppell and Mesquite ISD. Jeanae received her Bachelor of Science degree in Elementary Education from Stephen F. Austin University in Nacogdoches, Texas and her Master degree from Prairie View A & M University.

Gregory Smith

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Wendy Hudson

Professional Development Facilitator

Frisco Independent School District

(469) 633-6876

hudsonw@friscoisd.org

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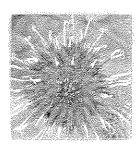
The following three 90-minute modules, under the series title "Harvesting Respect," have been adopted as the Dallas County Juvenile Department's diversity training program.



Module 1: First Impressions

First Impressions Objectives:

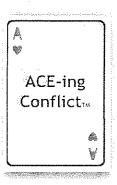
- 1. To examine the use of assumptions in our daily lives.
- 2. To identify the damages caused by acting on assumptions.
- 3. To identify hidden assumptions.
- 4. To identify common definitions for stereotype, prejudice, discrimination, ism, and oppression.



Module 2: Mind Flex

Mind Flex Objectives:

- 1. To identify the benefits of mental flexibility.
- 2. To develop three mental flexibility skills, using examples from education and industry.
- 3. To apply mental flexibility skills to a true-to-life challenge.



Module 3: ACE-ing Conflict

ACE-ing Conflict Objectives:

- 1. To encourage a spirit of organizational stewardship among participants.
- 2. To deepen understanding of the impact of our words.
- 3. To increase skill and comfort level for resolving miscommunication, conflict, and discrimination.
- 4. To practice a three-step communication and conflict resolution process using real-life examples.

Socha:

SOw, Cultivate and HArvest your organization's full potential™

In 2015, WordSmooth delivered the Harvesting Respect Series of diversity learning programs to approximately 100 leadership employees at the Dallas County Juvenile Department (DCJD).

WordSmooth representatives met off site with two focus group of DCJD leaders in order to develop an understanding of the organization culture and specific needs related to diversity.

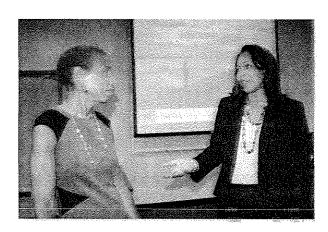
We also made three field visits, including the a visit to the Drug Court, to learn more.

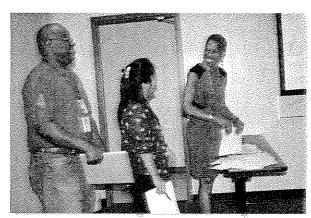
Learning sessions were customized to reflect the culture and needs of DCJD.

Senior Trainer Jeanae Beal delivered the First Impressions, Mind Flex, and ACE-ing Conflict learning sessions at the Henry Wade Juvenile Justice Center. Attendees received a copy of the book Navigating Diversity: An Advocate's Guide Through the Maze of Race, Gender, Religion, and More.

The Socha sessions utilize a Power Point presentation with an accompanying handout for each participant. Each engaging, interactive 90-minute learning session begins with learning objectives and ends with a content review to reinforce and gauge learning.

Our follow-up online surveys measure the impact of each session several weeks after each completion. A full evaluation report has been provided to DCJD. Highlights of the evaluation report are included on the following page.





EARTH ER ER BOOK TROOP OF BEFORE

Highlights of the 2015 evaluation surveys completed by DCJD leadership employees are as follows:

- 100% of respondents said that the Socha presenter was effective.
- 97% of respondents said that the First Impressions session increased their awareness of any tendency they have to make assumptions.
- 100% said they learned information from each session that they can use in their work environment.
- 92% said that they gained new information and skills for becoming more mentally flexible and connecting with others.
- Up to 82% said they have used something they learned from a learning session. One
 employee gave the following example: "During a meeting with a staff member who was
 highly agitated, I was able to gain understanding and establish trust with the employee by
 listening to him and using non confrontational phrases."
- 93% said they would recommend this program to others. One employee said, "I suggest
 offering it to probation officers. It will assist them when dealing with their families,
 coworkers etc. It will assist with handling conflict."

Participants completed the sentence, "After attending this program, I..."

- Became more open to the feelings and opinions of others that I encounter on a daily basis.
- Evaluated my own methods.
- Am more conscious of what I say to others and how I say it.
- After attending the program, I feel more empowered to resolve conflict effectively.
- Have strengthened my skills.
- Recommend it as a type of sensitization training. We all require a training that will help us re-focus in how we relate with and approach others.
- Was excited about using the new tools and skills that learned. The training was energizing and made me wish that others were able to receive the knowledge that was being provided.

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Socha:

SOw, Cultivate and HArvest your organization's full potential™

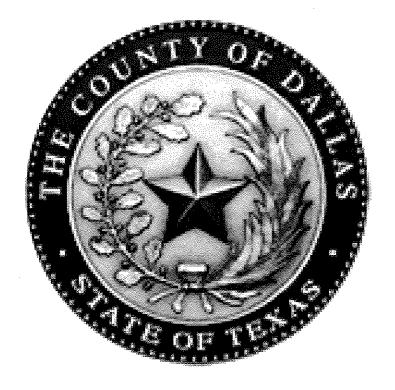
It is recommended for 2016 that the "Harvesting Respect" learning session series be extended out to administrative staff, JPOs, JSOs, and teachers within the Dallas County Juvenile Department. Learning sessions of 50 participants or less are most effective, and sessions can be scheduled on weekdays or Saturdays as requested. The long term vision is to train 200 employees a year until all employees are reached, and then to establish a permanent new-hire training program.

To support the success of the effort, consultants work to ensure that the modules mesh with DCJD culture. Off-site focus groups comprised of diverse groups of employees will help ensure that the content is relevant, and typically leads to greater employee buy-in of the training program.

The estimate to deliver the Harvesting Respect Series to 200 employees is outlined below.

Consultation with leadership to implement the initiative: 10 hours (two consultants	
@ \$75 each)	\$750.00
Up to two off-site focus groups @\$900 per session, with summary report.	\$1,800.00
Up to four "First Impressions" 90-minute learning sessions @ \$850 per session. Cap of 50 participants per session.	\$3,400.00
Up to three "Mind Flex" 90-minute learning sessions @ \$850 per session. Cap of 50	~->
participants per session.	\$3,400.00
Up to three "ACE-ing Conflict" 90-minute learning sessions @ \$850 per session. Cap	
of 50 participants per session.	\$3,400.00
100 Navigating Diversity books @ \$13	\$1,300.00
Customization of modules to mesh with DCJD culture	\$900.00
Program evaluation and reporting	\$200.00
TOTAL ESTIMATE	\$15,350.00

This pricing estimate expires November 30, 2015.



ACTION ITEM

0.

Dr. Terry S. SmithDirector Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center

2600 Lone Star Drive, Box 5

Dallas, Texas 75212

MEMORANDUM

Date:

October 26, 2015

To:

Dallas County Juvenile Board

From:

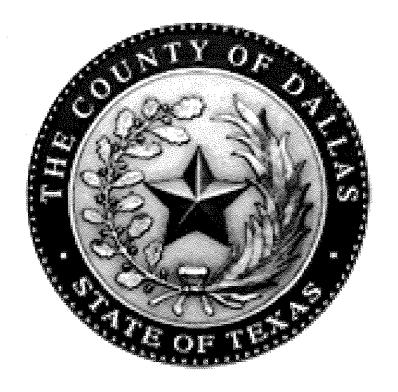
Dr. Terry S. Smith, Director

Subject:

Any subsequent action deemed necessary as a result of Executive Session

Background

Any subsequent action deemed necessary as a result of IX-Evaluation of the Executive Director



DISCUSSION ITEM

P.

Academy for Academic Excellence AAE REPORT September 2015

<u>Million Father March</u>: On September 15, 2015 - AAE participated in the Million Father March with approximately 80 participants.

Student Folder Audits:

AAE district staff began the student folder audits at all campuses. Student folders audits are conducted to ensure the authenticity of student grades and the number of grades recorded meet the requirements as indicated in the grading policy.

Highly Qualified Teacher Status:

September 16th was the snapshot for certified and/or highly qualified teachers. AAE has three campuses (SAU, Medlock/Youth Village, and DRC) meeting 100% highly qualified status. AAE's other two sites (JDC and Letot) notified parents regarding their non-highly qualified status, as mandated by TEA. JDC and Letot currently have two teachers each (two at JDC and two at Letot) who are not highly qualified in all content areas they are assigned to teach. AAE has an action plan to ensure these teachers become highly qualified before the end of this school year. We will use Title II, 7503 training funds to assist with professional development.

ACADEMY FOR ACADEMIC EXCELLENCE **PROGRAM STATUS REPORT**

		Active	Enrollments		
Student Enrollm	ent as of September 20)15:	District Total Enrol	ment: 454	
District Average	Attendance		444 (97.77%)		
District Special B	Education Student Pop	ulation	159 (35.02%)		
CAMPUSES	JDC - 001	DRC - 002	MED. / YV - 003	SAU - 004	LETOT - 005
	Number	Number	Number	Number	Number
Enrollment	260	8	121	41	34
New Students	154	12	22	26	27
Withdrawals	134	2	30	25	25
Avg. Daily Attendance	255	5	119	32	33
Avg. Daily Enrollment	260	8	121	41	34
Attendance Average	98.08%	62.50%	98.35%	78.05%	97.06%

				Dem	ographics					
Category	JDC	- 001	DRC	- 002	MED./	YV - 003	SAU	- 004	LETO	T - 005
GENDER	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Female Male	48 223	(17.71%) (82.29%)	02 21	(08.70%) (91.30%)	· .	0.0%) 100%)	1	18.42%) 81.58%)	29 07	(76.67%) (23.33%)
GRADE	Nur	nber	Nun	nber	Nu	mber	Nui	mber	Nur	nber
3 4 5 6 7 8 9 10 11 12	2 3 1 €	0 0 0 7 6 6 11 13 44 7	1	0 0 0 1 1 3 2 5 1		0 0 1 6 13 13 54 18 6		0 0 1 3 4 14 14 2	1	0 0 0 0 5 3 0 5 5
AGE	Nur	nber	Nur	nber	Nu	mber	Number		Number	
10 11 12 13 14 15 16 17	1 2 5 1	0 3 3 3 3 7 7 12 01 70 2		0 0 0 0 1 1 5 6		0 1 2 5 19 35 31 23 0		0 0 1 0 7 16 14	1	0 0 1 3 7 6 6 8 3
ETHNICITY	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
African American	129	(47.60%)	8	(34.78%)	65	(56.03%)	5	(13.16%)	13	(36.11%)
Caucasian	19	(07.01%)	1	(04.35%)		(03.45%)	3	(07.89%)	2	(05.56%)
Hispanic	120	(44.28%)	13	(56.52%)	46	(39.66%)	30	(78.95%)	21	(58.33%)
Native American	1	(00.37%)	0	(0.00%)	1	(00.86%)	0	(0.00%)	0	(0.00%)
Other/Asian	2	(00.74%)	1	(04.35%)	0	(0.00%)	0	(0.00%)	0	(0.00%)



ACTION ITEM

Q.

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:

October 26, 2015

To:

Academy for Academic Excellence Charter School Board

From:

Dr. Terry S. Smith, Director

Subject:

Agreement with North Texas Food Bank (NTFB) and Academy for Academic Excellence (AAE)

Background of Issue:

The North Texas Food Bank (NTFB) is a top-ranked nonprofit relief organization, and the largest North Texas charity. Each day, the North Texas Food Bank provides access to 170,000 meals for hungry children, seniors and families through a network of more than 1,000 programs and 262 Partner Agencies. The Academy for Academic Excellence (AAE) is requesting to continue partnering with NTFB to support our students and families in need. The goal of this partnership is to feed any students we have who have a need for healthy free food and hygiene items, when available.

The purpose of this brief is to request authorization to execute the attached agreement with the North Texas Food Bank.

Impact on Operations and Maintenance:

The mission of the School Pantry Program is to help solve child hunger by providing nutritious food to children and their families in convenient, familiar and safe locations. School Pantries are typically located at a school, but may also operate in locations such as a library, park or youth organization site. Sites may have a permanent set up or may operate through a mobile distribution rotation where food is brought to the site. Sites are consistently in the same location, have set distribution schedules, and offer ongoing food assistance services. Our site is located at 1673 Terre Colony Court - room 112. Youth and families, throughout the county, can utilize the food bank. The following totals represent the distribution during 2014-2015 school year:

- Total Number of Meals = 17, 277
- Total Pounds of Food = 20,730
- Total number of Student/Families Served = 1,359

Grant Services will administer/monitor the agreement and review the program and evaluate its effectiveness.

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:

Financial Impact/Considerations:

There is no cost affiliated with this agreement.

Performance Impact Measures:

This agreement supports over-all student achievement.

Project Schedule/Implementation:

As per the agreement, the term of this agreement is valid for a period of one year from the date of execution.

Recommendation:

It is recommended that the Charter School Board approve the agreement between North Texas Food Bank and the Academy for Academic Excellence.

Recommended by:

Dr. Terry S. Smith, Director

Dallas County Juvénile Department

JUVENILE BOARD ORDER

ORDER NO:

2015-XXX

DATE:

October 26, 2015

STATE OF TEXAS

δ

COUNTY OF DALLAS

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 26th day of October 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 North Texas Food Bank (NTFB) is a top-ranked nonprofit relief organization, and the largest North Texas charity. Each day, the North Texas Food Bank provides access to 170,000 meals for hungry children, seniors and families through a network of more than 1,000 programs and 262 Partner Agencies. The Academy for Academic Excellence (AAE) is requesting to continue partnering with NTFB to support our students and families in need. The goal of this partnership is to feed any students we have who have a need for healthy free food and hygiene items, when available. The purpose of this brief is to request authorization to execute the attached agreement with the North Texas Food Bank; and

WHEREAS, the mission of the School Pantry Program is to help solve child hunger by providing nutritious food to children and their families in convenient, familiar and safe locations. School Pantries are typically located at a school, but may also operate in locations such as a library, park or youth organization site. Sites may have a permanent set up or may operate through a mobile distribution rotation where food is brought to the site. Sites are consistently in the same location, have set distribution schedules, and offer ongoing food assistance services. Our site is located at 1673 Terre Colony Court - room 112. Youth and families, throughout the county, can utilize the food bank. The following totals represent the distribution during 2014-2015 school year:

- Total Number of Meals = 17, 277
- Total Pounds of Food = 20,730
- Total Number of Student/Families Served = 1,359

Grant Services will administer/monitor the agreement and review the program and evaluate its effectiveness; 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 Charter School Board approve the agreement between the North Texas Food Bank and the Academy for Academic Excellence for the FY 2016 at no cost to the Academy for Academic Excellence.

DONE IN OPEN BOARD MEETING this 26th da	ay of October, 2015.	
The forgoing Juvenile Board Order v	was lawfully moved by by the Juvenile Board on a vote of _	and seconded b
Recommended by:	Approved by:	
Dr. Terry S. Smith, Director Dallas County Juvenile Department	Judge Cheryl Shannon, I Academy for Academic	President Excellence School Board



NTFB SCHOOL PANTRY AGREEMENT

A Member of Feeding America

Academy for Acade	mic Excellence			
Dallas County Juver	ile Department	·	October 26, 2015	
School Pantry Name	>		Date	
1673 Terre Colony C	Court			
Mailing Address				
Dallas,	TX	75212	1410049	
City	State	Zip	Agency Number	
214-689-5501				
Phone Number				

IN EXCHANGE FOR THE RIGHT TO BE A NORTH TEXAS FOOD BANK ("NTFB") SCHOOL PANTRY AND THEREBY PERIODICALLY RECEIVE PRODUCTS AND SERVICES FROM NTFB, THE ABOVE NAMED SCHOOL AGREES TO COMPLY WITH CERTAIN REQUIREMENTS. THE SCHOOL WILL:

Eligibility

- 1. Have 501(c) 3 federal tax-exempt status as determined and documented by the Internal Revenue Service or be a political subdivision of a federal or state possession.
- 2. Ensure that a licensed pest control company treats all program sites at least twice a year, and more frequently if there are signs of infestation.
- 3. Distribute food at least once per month during the school year and designate a regular day/time for distribution.

Term

4. This agreement is valid for a period of one year from the date of signature.

Service Requirements

- 5. Distribute the food received from the NTFB to low income individuals as defined by the federal and state income eligibility guidelines of 185% of federal poverty levels. Food and other products received from the NTFB may not be used to reward volunteers, for general distribution to the community, for community events, or for any use other than distribution to clients at no charge.
- 6. Distribute food in accordance with the US Department of Agriculture and Texas Health and Human Services Commission non-discrimination statement included at the end of this agreement.
- 7. Notify the NTFB immediately in case of damage, loss, or theft of product.
- 8. On a continual basis, identify and notify children/families that can benefit from the program.
- 9. Ensure that no product received from the NTFB is sold, offered for sale, transferred out of our service area, or bartered for money, other properties or services. If a food recipient wishes to make a donation, donations must be anonymous and truly voluntary. No one may be refused food or other items for failure to make a donation.

- 10. Show an identification card when picking up or receiving any food or non-food products from the NTFB.
- 11. Accept all food and other items received from or through the NTFB "as is." NTFB makes no representation or warranty regarding the condition or the fitness for any purpose of the food or other items provided.
- 12. Sign invoices prior to leaving the NTFB or before departing from the delivery location to ensure that all items have been received, and have a second person inspect the order upon arrival at the school and sign the invoice, verifying that all product has been received at the intended destination.
- 13. Abide by NTFB Food Storage, Handling and Safety Practices that are in conformance with local, state and federal regulations, and ensure that employees and volunteers are provided training or have sufficient experience to safeguard the quality and safety of distributed food.
- 14. Not require a client to provide a social security card or any other documentation related to citizenship in order to receive food.
- 15. Attend civil rights training and review the training material once a year with all staff and volunteers that are involved in the distribution or service of food. The signatures of those participating in the training must be provided to the NTFB.
- 16. Not transfer NTFB product to another organization.

Reporting and Notices

- 17. Provide rosters of children/families accessing the pantry.
- 18. Inform the NTFB of any changes in contact names, addresses, phone numbers, and/or services provided and provide any other relevant information.
- 19. If the distribution site is relocating, request prior approval from NTFB for the new location that will be storing and/or distributing NTFB product.

Monitoring and Compliance

- 20. Allow an authorized representative of the NTFB to conduct periodic monitoring reviews.
- 21. Assist, as requested, with any data collection necessary to conduct a thorough evaluation of the pantry program.

EITHER PARTY MAY TERMINATE THIS AGREEMENT, WITH OR WITHOUT CASE, UPON 30 DAYS WRITTEN NOTICE.

I have read and understand all requirements listed ab	ove and agree to adhere to them completely.
DALLAS COUNTY JUVENILE BOARD:	EXECUTIVE, NORTH TEXAS FOOD BANK:
BY:	BY: Simon Powell, Chief Operating Officer
Academy for Academic Excellence School Board	North Texas Food Bank

BY: Terry Smith, Director Dallas County Juvenile Department BY: Topy Smith, Director Dallas County Juvenile Department BY: Denika R. Caruthers, J.D. Administrative Legal Advisor

The North Texas Food Bank complies with the U.S Department of Agriculture policy that prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usdagov/complaintfiling cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

USDA is an equal opportunity provider and employer.

Dallas County Juvenile Department



ACTION ITEM

R.



Henry Wade Juvenile Justice Center

2600 Lone Star Drive, Box 5

Dallas, Texas 75212

MEMORANDUM

Date:

October 26, 2015

To:

Academy for Academic Excellence Charter School Board

From:

Dr. Terry S. Smith, Director

Subject:

English as a Second Language (ESL) Waiver for the 2015-2016 School Year

Background of Issue:

Districts or charter schools that are unable to provide English as a Second Language (ESL) certified teachers to implement the ESL program, to identified students, are required by 19 TAC §89.1207(b) to request from the Commissioner of Education a waiver of the certification requirements for teachers who will provide ESL instruction by November 1, 2015. The population of ESL students is very mobile and each grade level requires different instructional strategies and endorsements. This year, an immigrant monolingual Spanish speaking student is enrolled which requires a dual certified staff member, English Language Arts and ESL certified. The Academy for Academic Excellence (AAE) has ESL certified teachers but is unable to provide ESL certified teachers at all of the campuses. Therefore, the Charter must submit a waiver to the Texas Education Agency (TEA) for the following campuses:

- Juvenile Detention Center (001) 1 teacher certified in English Language arts, no ESL certification
- Day Reporting Center (002)- Teacher highly qualified, will complete certification
- Medlock/Youth Village (003) Immigrant student requires dual certified staff
- Substance Abusive Unit (004) Teacher highly qualified, will complete certification

The waiver requires the school district to put together an action plan. The action plan is included on the required templates attached. It consists of mandatory training for our English/Language Arts teachers, requiring an additional endorsement (ESL) for current English Language Arts teachers and the use of the Edmentum software previously approved for purchase by the Charter School Board. Region X will provide the test preparation course on site on January 4-5, 2016, professional development days. The teachers will then be ready to take their ESL test.

Impact on Operations and Maintenance:

The Academy of Academic Excellence is required by the Texas Education Agency (TEA) to use ESL certified teachers to provide services for limited English proficient students in the ESL program. A campus who does not provide a certified ESL teacher during the English Language Arts instruction is in noncompliance with 19 TAC §89.1207(b).

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 submission and approval of this waiver allows the Academy for Academic Excellence to operate the ESL program with a one year waiver of the certification requirements for teachers who will provide ESL instruction.

Financial Impact/Considerations:

The submission and approval of this waiver has no financial impact.

Performance Impact Measures:

The submission and approval of this waiver will ensure that the Academy for Academic Excellence is in compliance with the components of the ESL program identified in 19 TAC §89.12079 (b) which is mandatory by TEA.

Project Schedule/Implementation:

The school year is August 17, 2015 through June 2, 2016. The approval of this waiver would satisfy the requirements for the 2015-2016 school year. Upon approval by the Board, it will be submitted to TEA by the November 1, 2015 deadline. The Academy for Academic Excellence will be required to provide documentation of the completion of the proposed action plan by November 1, 2016.

Recommendation:

It is recommended that the Charter School Board approve the submission for the ESL waiver for the current 2015-2016 school year.

Recommended by:

Dr. Terry S. Smith, Director

Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO:

2015-XXX

DATE:

October 26, 2015

STATE OF TEXAS

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COUNTY OF DALLAS

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BE IT REMEMBERED at a regular meeting of the Charter School Board of Dallas County, Texas, held on the 26th day of October 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,

districts or charter schools that are unable to provide English as a Second Language (ESL) certified teachers to implement the ESL program, to identified students, are required by 19 TAC §89.1207(b) to request from the Commissioner of Education a waiver of the certification requirements for teachers who will provide ESL instruction by November 1, 2015. The Academy for Academic Excellence (AAE) is unable to provide ESL certified teachers at all of the campuses. Therefore, the Charter must submit a waiver to the Texas Education Agency (TEA). A waiver is necessary for the following campuses:

- Juvenile Detention Center (001) 1 teacher certified in English Language arts, no ESL
- Day Reporting Center (002)- Teacher highly qualified, will complete certification
- Medlock/Youth Village (003) Immigrant student requires dual certified staff
- Substance Abusive Unit (004)- Teacher highly qualified, will complete certification; and

WHEREAS,

the waiver requires the school district to put together an action plan. The action plan is included on the required templates attached. It consists of mandatory training for our English/Language Arts teachers, requiring an additional endorsement (ESL) for current English Language Arts teachers and the use of the Edmentum software previously approved for purchase by the Charter School Board. Region X will provide the test preparation course on site on January 4-5, 2016, professional development days. The teachers will then be ready to take their ESL test; and

WHEREAS,

the AAE is required by the Texas Education Agency (TEA) to use ESL certified teachers to provide services for limited English proficient students in the ESL program. A campus that does not provide a certified ESL teacher during the English Language Arts instruction is in noncompliance with 19 TAC §89.1207(b); and

WHEREAS,

the submission and approval of this waiver allows the Academy for Academic Excellence to

operate the ESL program with a one year waiver of the certification requirements for teachers who will provide ESL instruction; and

WHEREAS,

the submission and approval of this waiver will ensure that the Academy for Academic Excellence is in compliance with the components of the ESL program identified in 19 TAC §89.12079 (b) which is mandatory by TEA.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Charter School Board approve the submission of the ESL waiver for the current 2015-2016 school year.

DONE IN OPEN BOARD MEETING this 26th day of October, 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	

Bilingual Education Exceptions/ ESL Waivers Application 2015-2016 ALL FIELDS REQUIRED IF NOT APPLICABLE INCLUDE N/A

				Superintendent			
	District Mailing	ESC	CDN	(Format: Salutation,		Contact Phone /	
District	Address	Region	(AskTed)		Superintendent Email Bilingual/ESL Conta		Contact Email
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	Court						
Academy for Acade	emi: Dallas, TX 75212	1	.0 5781	4 Mrs. Karen Ramos	karen.ramos@dallasco: Jennifer Schoby	214-689-5511	iennifer.schoby@dallascounty.org

Report	a Di	strict-	vide	Number
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Application for	ELLs (District Wide)	Bilingual Certified (all personnel) employed in the district	Bilingual Certified Teachers Currently Teaching in a Bilingual Program	Non-certified permanent substitute teachers providing instruction in a Bilingual Program	Teachers Currently on Special Permit Granted by SBEC	instructing in an ESL Program	ESL Certified Teachers (all grade levels) employed in the district	Non-certified permanent substitute teachers providing instruction in an ESL Program (all grade levels)	Teachers needed to Instruct ELLs under an ESL Waiver	
ESL Waiver	59.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	3.00	

Skip if not applying for an ESL Waiver

Consecutive years.
since 1999-2000
District has
applied for for
one or more
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District	Instructional Design	Detailed Description of how this Design is Implemented
		In grades 8 and below, the ESL teacher enters ELA classroom of all ESL students
		to provide services.
	57814 PO = Pull Out	In grades 9-12 are provided sheltered instruction using the SIOP model.

If your district is implementing a dual language program one-way or two-way program, please provide a description in column C of how this program model is being implemented.

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Academy for Academ Dallas County Juvenile Ju	u Beatrix	Manyai	6th - 12th
Academy for Academ DRC	Dassa	Giles	6th - 12th
Academy for Academ Medlock Youth Village	Suzette	Sheppard	6th - 12th
Academy for Academ Medlock Youth Village	Margie	Moore	6th - 12th
Academy for Academ SAU	Nakeiya	Taylor	6th - 12th

District		Training Activities Planned 2015-2016			Recruiting Activ	
District	Date	Location	Brief Description	Date	Location	
	Aug-15 C	n-site	SIOP Training	Sep-15 I	Region 10 website	
	Sep-15 C	n-site	Edmentum ESL Reading Smart Training	Feb-16 (On-site	
	Oct-15 C	n-site	Edmentum ESL Reading Smart Training			
	Nov-15 R	egion 10	ELL Secondary Symposium			
	Jan-16 C	n-site	ELL Training from Region 10 ESC	İ		
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	Regio 10 job network Dallas County Bilingual Job Fair	Brief Description	vities Planned 2015-2016

The district has taken all reasonable affirmative steps to secure teachers with teaching certificates appropriate for bilingual education and/or ESL instruction and has failed.

Yes

The district has affirmative hiring policies and procedures consistent with the need to serve ELLs.

Yes

Has a teacher having a teaching certificate appropriate for bilingual and/or ESL instruction or emergency credentials been unjustifiably denied employment by the district within the past 12 months?

No

Describe how the proposed alternative modified bilingual education or intensive ESL program will meet the affective, linguistic, and cognitive needs of ELLs, including how the students will be given opportunity to master the Texas Essential Knowledge and Skills (TEKS).

ESL program will monitor academic progress of ELL students by ensuring teachers are trained in the English Language Proficiency Standards. The LPAC will approve cognitive and affective plans. The ESL team and ELA team will establish a stronger collaboration in meeting the needs of ELL students to ensure proper implementation of effective teaching practices. District will promote integration of language, cognition and mastery of academic content. All course instruction will be based on the TEKS and follow the ELPS. Instruction will be comprehensible for ELLS by providing intensive language development and sheltered instruction methodologies. The District will also provide second language acquisiton trainings during staff development to all teachers with focus on ESL and ELA teachers.

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SC = ESL Content Based Classroom (Self Contained)	1
TA = Teacher Assistant	2
PO = Pull Out	3
D = Departmentalized	4
TT = Team Teaching	5
	6
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PL	9
ESL	10
English	11
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