



DALLAS COUNTY JUVENILE BOARD
 Agenda
 Monday, February 27, 2017
 5:00 p.m.

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

FILED
 2017 FEB 21 AM 11:17
 COUNTY CLERK
 DALLAS COUNTY

- I. Call to Order
- II. Approval of Minutes
January 23, 2017
- III. Public Comment regarding Juvenile Department (Limited to 3 minutes per individual or organization)*
- IV. Discussion Items-Juvenile Department
 - A. Director's Report
 - B. Juvenile Justice Alternative Education Program (JJAEP) Update
- V. Action Items - Juvenile Department
 - C. Appointment of Associate Judges and Referees/Masters and the Administration of Oath
 - D. Fair Defense Act Appointment of Defense Attorneys
 - E. Ratification of Criminal Justice Division (CJD) FY2018 New Program Grant Application for Evening Reporting Center
 - F. Ratification of Criminal Justice Division (CJD) FY2018 Continuation Grant Funding Applications for Drug Court, E.S.T.E.E.M. Court, Family Violence Intervention Program, Mental Health Court, and Residential Drug Treatment Program
 - G. Probation Services Division Policy and Procedures
 - H. Juvenile Processing Offices – Carrollton, Garland, Hutchins and Rowlett Police Department
 - I. Youth Services Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2017 with Café Momentum and Juvenile Justice Alternative Education Program Food Bank
 - a. Approval of Memorandum of Understanding with Café Momentum
 - J. Memorandum of Understanding between Dallas County Juvenile Department and Youth With Faces (YWF), Culinary Arts Program
 - K. Approval of Contract with Johnson County Juvenile Department for Pre-Adjudication Beds at Dr. Jerome McNeil Jr. Juvenile Detention Center
 - L. Approval of Contract with Ellis County Juvenile Department for Pre-Adjudication Beds at Dr. Jerome McNeil Jr. Juvenile Detention Center
 - M. Interlocal Agreement between DISD and the Dallas County Juvenile Department
- VI. Discussion Items - Academy for Academic Excellence (AAE) Charter School
 - N. Charter School Update
- VII. Action Items – AAE Charter School
 - O. Approval of Interlocal Transportation Agreement between Dallas County Schools and the Academy for Academic Excellence
- VIII. Executive Session - Juvenile Department
 For Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071 Through Section 551.076; Subjects: Litigation Security Personnel Contacts

Notes:

**Individuals Wishing to Speak During the Public Comment Period Must Register With the Executive Director's Administrative Assistant, Ms. Claudia Avila (214-698-2224) 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 MINUTES

II.

MINUTES OF MEETING DATE: January 23, 2017

DALLAS COUNTY TIME: 5:00 p.m.

JUVENILE BOARD

PLACE: Henry Wade Juvenile Justice Center
305th Master's Courtroom, Rm., A332, 3rd Floor
2600 Lone Star Drive
Dallas, TX 75212

MEMBERS PRESENT: Judge Cheryl Lee Shannon, Chairman
Commissioner John Wiley Price, Vice-Chairman
Judge Craig Smith
Judge Paula Miller
Judge Andrea Givens-Davis
Judge Andrea Plumlee

MEMBERS ABSENT: Judge Clay Jenkins
Judge Ken Molberg
Judge Andrea Martin

I. **Call to Order**

The Dallas County Juvenile Board meeting was held at the Henry Wade Juvenile Justice Center, in the 305th Master's Courtroom. Judge Cheryl Lee Shannon, Chairman, called the Juvenile Board Meeting to order at 5:00 p.m., noting, there were enough members present for a quorum. Commissioner John Wiley Price, Vice-Chairman immediately moved to suspend the agenda. Judge Craig Smith seconded; Motion passed unanimously. Commissioner Price then moved to open as the Academy for Academic Excellence, Judge Amber Givens-Davis seconded; Motion passed unanimously.

Convened as the Academy for Academic Excellence

Commissioner Price informed the Board the suspended agenda would have no direct impact to Discussion Items **K** and **M**, and directed their attention to Discussion item **L**.

L The acceptance of the Annual Financial Audit Report. Commissioner Price noted that Deloitte & Touche LLP along with the Dallas County Auditor and staff were present. Dr. Smith then introduced Cameron Decker and Terry Kyle from Deloitte & Touche LLP, Darryl D. Thomas, Dallas County Auditor and Wessen Stefanos, Assistant Dallas County Auditor. Dr. Smith then stated in total, the net change in fund balance was a positive \$195,945 compared to a negative \$14,709 for the prior year.

➤ Dr. Smith then recommended the Academy for Academic Excellence Charter School Board accept the Academy for Academic Excellence School's annual audit for Fiscal Year 2016, conducted by Deloitte & Touche, and authorize the President of the Academy for Academic Excellence School Board to sign the document as presented by the auditors upon review and approval by the Dallas County Auditor's Office for submission to TEA. Dr. Smith explained to the Board that Deloitte & Touche was granted a 150-day extension after August 31, 2016, which was the end of fiscal year, to complete the audit and submit it to TEA. She also stated that it is the request of Deloitte & Touche the draft presented in tonight's meeting is signed by the Board's president.

➤ Commissioner Price asked for a statement of record from the auditors.

- Terry Kyle of Deloitte & Touche informed the Board the audit had been completed and the financial reports were ready for submission to TEA. Mr. Kyle also informed the Board all documents were dated for January 25, 2017, to ensure they had time to make any corrections deemed necessary by the Board. Mr. Kyle also gave a brief overview of the other documents presented to the Board.
- Commissioner Price addressed Mr. Thomas by asking for assurance that he and his team had ample amount of time to review the result of the audit. Mr. Thomas answered yes. Commissioner Price then asked if he was in agreement with the findings of the audit for Fiscal Year 2016. Mr. Thomas again answered yes and stated there were no concerns pertaining to the results. Commissioner Price asked, concerning general acceptance with Dallas County practices, whether he had signed these documents. Mr. Thomas answered yes. Commissioner Price ended by stating he had no further questions or concerns.
- Judge Craig Smith moved to accept the Annual Financial Audit, Commissioner Price seconded; motion passed unanimously.
- Commissioner Price moved to suspend as the Academy for Academic Excellence Charter School, Judge Givens-Davis seconded; motion passed unanimously.
- Commissioner Price moved to reconvene as the Dallas County Juvenile Board; Judge Givens-Davis seconded; motion passed unanimously.

II. Approval of Minutes

Judge Shannon asked for a motion to approve the minutes from the November 28, 2016, meeting. Commissioner Price moved to approve the November 28, 2016 minutes, Judge Givens-Davis seconded; motion passed unanimously.

III. Public Comments (Limited to 3 minutes per individual or organization)

Judge Shannon noted there was no one present for public comments.

IV. Discussion Items-Juvenile Department

A. Director's Report:

Dr. Smith began by acknowledging Ms. Cynthia Wallace for an outstanding job on orchestrating the Christmas event for the youth in our Juvenile Detention Center, on December 24, 2016. She acknowledged Dallas County Constable Tracey Gulley, Mayor of Glenn Heights, TX Leon Tate, and Pastor Rickie Rush from IBOC Church, the Dallas Morning News and Commissioner Price for attending the Dr. Jerome McNeil Jr. Detention Center Christmas Eve party. She thanked Juvigap for sponsoring the event, and thanked all the staff who volunteered their time.

- Commissioner Price spoke by stating, "No good deed goes unpunished" and requested the Board generate a letter to all the sponsors who aided the Department in constructing a successful Christmas event for the youth in detention. He continued by stating due to the way the media reported the event, it appeared as if Juvigap was the lone sponsor and that misinformation led to a lot of hurt feelings from some of our longtime sponsors. He added that he would like the Board to construct a letter of acknowledgement apologizing to our sponsors for not being included in the article. Dr. Smith assured Commissioner Price the Department has already drafted a letter, but is waiting on the names of all the volunteers and what they donated to add to it. Once all the information is collected a thank you letter will be sent to each donor recognizing their generosity bestowed on the Department. Dr. Smith assured Commissioner Price the Department would copy both the Chairman and Vice-Chairman on the letter once completed.

- Commissioner Price then suggested the Chairman sign the Acknowledgment Donor letter to show support of the Department; Judge Shannon agreed to sign.
- Dr. Smith continued by informing the Board of the incredible job of the entire Department; paying special attention to the District Offices and School personnel. She mentioned although the school was on winter break they were available to provide the youth and families with food, clothing, and services during that time. Dr. Smith also acknowledged the phenomenal volunteers that work with our youth. Lastly, she thanked the entire Juvenile Department staff for the excellent job they do on a daily basis.

B. JJAEP Update

- Dr. Smith stated the schools were on winter break and there was little to report. She mentioned she had spoken with school Superintendent from Duncanville and Mesquite Police Chief prior to winter break and would be resuming conversations with other Superintendents and Police Chiefs soon. Dr. Smith referenced a handout given to the Board, and explained the data between 2006 and 2016 shows more than a 50% decrease in referrals within the last decade. She noted that certain offenses have gone up, but overall the Department's numbers have gone down. She also stated she feels strongly that much of this decrease data is due to implementing JDAI in 2006. Dr. Smith mentioned the Department's commitments to the State facility, highlighting that in 2006 the Juvenile Department committed 351 youth to the State, whereas only 34 youth were committed in 2016. She mentioned that many of the diversion programs have only been in existence for 3 years, and noted the programs were being evaluated to see if there are any changes that needed to be made to ensure we provide the best services for your youth. Dr. Smith thanked Judge Shannon and Judge Andrea Martin (in her absence) along with the District Attorney's and Public Defender's offices, and the Probation Department for doing a phenomenal job of keeping youth out of the system by using these programs.
- Judge Shannon interjected and acknowledged for the record that Judge Paula Miller arrived at 5:15 pm.

C. Quarterly Reports - Facilities

- Dr. Smith stated that it is no longer necessary to submit the quarterly reports to TJJD, but the Department still reports to the Board. She stated the data presented reflects all facilities and includes JJAEP for the last quarter of 2016. She pointed out in the Detention report, there was a suicide attempt by resident SC and informed the Board staff worked diligently with the youth and psychological services after the incident.
- Judge Shannon stated the reports confused her in the beginning, but she later realized that it was pertaining to the one resident.
 - Commissioner Price asked, "do we have enough staff?" in that particular area. He went on to say that it has always been a concern as to how we deal with our young people with mental health and behavioral challenges. Dr. Smith responded comparing a more recent incident where a young lady jumped from the second floor and had it not been for the quick thinking and reaction of the staff, the youth would have been seriously injured, but instead she landed on her feet. Dr. Smith went on to inform the Board this particular youth is now on One-on-One, with psychological services everyday as needed, and ensuring safety at all times. She also mentioned youth exhibiting questionable behaviors are placed in Special Needs Unit (SNU) where they receive one-on-one supervision, and sometimes 2-to 1 supervision, noting that long periods of confinement only exasperates their condition. Dr. Smith then asked Ms. Charlotte Edney, Superintendent of the Dr. Jerome McNeil Jr. Detention Center for her input on the staffing concerns.

- Ms. Edney responded that although the current staff does an excellent job, staffing is an issue. Commissioner Price agreed with Ms. Edney and stated, in regards to the Mental Health area, he does not feel there is sufficient staff. Dr. Smith assured the Board that she and Ms. Edney would meet to resolve any issues regarding adequate staffing beyond the one-on-one for youth exhibiting behavioral problems. Dr. Smith added she and Ms. Edney would discuss additional staffing, and maybe begin a two-to-one ratio for children in SNU, but asked the Board to consider how it might affect the budget. Commissioner Price acknowledged there might be budget changes, but expressed emphatically his concerns for the safety of both youth and staff. Dr. Smith again assured the Board she and Ms. Edney would discuss the issue of staffing.

V. Action Items- Juvenile Department

D. Election of Juvenile Board Chairman

Judge Shannon yielded the Chair and Vice-Chairman Commissioner Price assumed the Chair and informed the Board that the election of the Board Chairman was on the agenda and that section 152.0631, establishes that the Dallas County Juvenile Board will hold a meeting in January and elect a Chairman, and opened the floor for nominations.

- Judge Smith nominated Judge Cheryl Lee Shannon for the position as Juvenile Board Chairman, Judge Ambers-Givens seconded; seeing there were no other nominations the Chair closed nominations and recommended that Judge Shannon be accepted by acclamation.
- Judge Paula Miller moved to accept Judge Cheryl Lee Shannon as Juvenile Board Chairman, Judge Ambers-Givens seconded; motion passed unanimously.

E. Election of Juvenile Board Vice Chairman

The Chairman resumed her position and asked for a nomination for Vice-Chairman of the Juvenile Board.

- Judge Craig Smith nominated Commissioner John Wiley Price for Vice-Chairman of the Juvenile Board, Judge Amber-Givens seconded; seeing there were no other nominations the Chair closed nominations and recommended that Commissioner Price be accepted by acclamation.
- Judge Miller moved to accept Commissioner Price as Vice-Chairman of the Juvenile Board, Judge Givens-Davis seconded; motion passed unanimously.
- Dr. Smith spoke on behalf of the Juvenile Department and congratulated the Chairman, Judge Shannon and Vice-Chairman, Commissioner Price on their re-election to the Juvenile Board.
- Judge Amber-Givens left the meeting at 5:28 pm. (Quorum intact with 5 members remaining)

F. Reauthorization of Dallas County Juvenile Department Purchasing Policy

The Department is recommending continuing the policies previously approved by the Board. These purchasing procedures are summarized below:

- (1) *\$0.01--\$500. Purchases in this range may be processed via a standing Juvenile Board Order or Commissioners Court Order that authorizes payments for items.*
- (2) *\$500.01--\$1,000.00 Purchases in this range require the Department Head's signature and the standing Juvenile Board Order or Commissioners Court Order in (1) above.*

- (3) *\$1,000.01--\$3,500.00. Purchases in this range require a signed authorization by the Juvenile Board Chair. The standing Board order will have given the Juvenile Board Chair authorization to sign approving purchases in this range.*
 - (4) *\$3,500.01—and above. Purchases in this range require a traditional Juvenile Board briefing and order and must comply with Dallas County and Local Government Code purchasing policies and procedures.*
- Dr. Smith asked the Board to approve to continue the current purchasing police for ordering needed supplies, materials, and services for the Juvenile Department and JJAEP.
 - Commissioner Price asked the Director and Ms. Carmen Williams, Budget Services Manager wheather the four categories operationally served the Department well. Dr. Smith responded by saying yes, but asked Ms. Williams if she felt the process was good for fiscal stewardship of the funds. Ms. Williams responded yes.
 - Commissioner Price moved the reauthorization of Dallas County Juvenile Department Purchasing Policy, Judge Smith seconded; motion passed unanimously.

G. Memorandum of Understanding between Dallas County Juvenile Department and Youth With Faces (YWF), PREP Dog Program at Dallas County Youth Village

Dr. Smith began by introducing Mr. Chris Quadri and Mr. Jason Speede from YWF. She said this program offers youth services and opportunities to learn and practice foundational character and has proven to be very beneficial in aiding our youth by building empathy, sympathy, and understanding. Dr. Smith unequivocally emphasized this program continues to be a success. She then asked the Board to approve the Memorandum of Understanding between Dallas County Juvenile Department and Youth With Faces (YWF), PREP Dog Program at Dallas County Youth Village

- Judge Miller moved to approve the Memorandum of Understanding between Dallas County Juvenile Department and Youth With Faces (YWF), PREP Dog Program at Dallas County Youth Village, Judge Smith seconded, Commissioner Price abstained; motion passed 4 to 1.

H. Memorandum of Understanding with Café Momentum and Dallas County Juvenile Department

Dr. Smith began by introducing Mr. Chad Houser, Executive Director, and Executive Chief Chef for Café Momentum and Mr. Joshua Boyce, who were present for questions. She explained Café Momentum is a 12 to 15 month training program that provides pre and post-released juveniles' internships, through which they receive culinary, job and life skills training, as well as mentoring and support to foster successful reentry into the community. Dr. Smith informed the Board that Café Momentum has had several MOU's with the Department and agreed to implement a clause that states this MOU may be terminated upon 30 day written notice by either party. Dr. Smith then asked the Board to approve the Memorandum of Understanding with Café Momentum and Dallas County Juvenile Department.

- Commissioner Price moved to approve the Memorandum of Understanding with Café Momentum and Dallas County Juvenile Department, Judge Smith seconded; motion passed unanimously.

I. Ratification of Techshare Juvenile and Juvenile Case Management System-Basic 2017 Resource Sharing Addendum

Dr. Smith stated the ratification of Techshare was presented to Commissioners Court and it has been approved by IT. She stated Ms. Shirley Gardner, IT Project Manager, and DA, Chong Choe have vetted the ratification. Dr. Smith noted the only change made to the ratification is the state separated out of the original resource sharing agreement. She stated the Dallas County IT Department pays \$680,000.00 on behalf of the Juvenile Department and TJD continues to pay \$1,252,250.00. Dr. Smith then asked the

Board to approve the Ratification of Techshare Juvenile and Juvenile Case Management System-Basic 2017 Resource Sharing Addendum that includes the 2017 Work Plan, Budget, and Cost Allocation (Attachment A). The Addendum is effective from January 1, 2017 through December 31, 2017.

- Commissioner Price noted that he has some trepidation (mainly costs) concerning this topic, but that he would address it in Commissioners Court.
- Judge Miller moved to approve the Ratification of Techshare Juvenile and Juvenile Case Management System-Basic 2017 Resource Sharing Addendum, Commissioner Price seconded; motion passed unanimously.

VI. Public Hearing for Academy for Academic Excellence (AAE)

Discussion of Texas Academic Performance Report (TAPR)

- Commissioner Price moved to recess as the Dallas County Juvenile Board, Judge Andrea Plumlee seconded; motion passed unanimously.
- Commissioner Price moved to convene as the Academy for Academic Excellence (AAE), Judge Plumlee seconded; motion passed unanimously.

1. Motion to Open Public Hearing

- Commissioner Price moved to Open Public Hearing for the Academy for Academic Excellence, Judge Miller seconded; motion passed unanimously.

2. Discussion and Request for Public comments.

- The President Judge Shannon stated there was some information before the Board regarding the reports and would entertain any discussion or comments.
- Commissioner Price, referring to the numbers, wanted to know concerning the mobility of our youth, are they required to test regardless to when they come into our system? More specifically, the youth in Detention? Ms. Karen Ramos, Deputy Director of Education replied "yes", if they are in the appropriate grade level and they have met the necessary requirements. Commissioner Price then stated he thought it peculiar for the youth in Detention to be counted in every area but Region 10. Ms. Ramos responded by saying fortunately for the Department we do not receive a rating from the State. Commissioner Price then asked whether there are plans to approach TEA concerning isolating academies like ours. Ms. Ramos responded by saying it is one of the Discussion items for April's meeting with TEA, but added since these issues are an accountability measure, she didn't believe it was negotiable. Dr. Smith asked Commissioner Price if he was referring to the discussion being on a legislative level, and if so she would approach Senator West and Representative Rose and ask if this is something they would be interested in.
- Commissioner Price agreed that would be a great start then added his frustrations stem from the fact that Charter Schools and Public Schools are held to the same standards, but that Charter schools are allowed more freedoms, while the public schools are left with no options.

3. Motion to close Public Hearing

- The President recognized there was no further discussion for Public Hearing and asked for a motion to close the Public Hearing.
- Commissioner Price moved to close the Public Hearing, Judge Plumlee seconded; motion passed unanimously.

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

Dr. Smith reiterated the report reads the same as JJAEP update due to the school being on winter break.

- There were no questions or comments for this item.

VIII. Action Items-AAE Charter School**K. Reauthorization of Academy for Academic Excellence (AAE) Purchasing Policy**

The President Judge Shannon recognized this item as a mirror of the Juvenile Purchasing Policy. Dr. Smith asked the Board to approve the Reauthorization of Academy for Academic Excellence Purchasing Policy as outlined.

- Commissioner Price moved to approve the Reauthorization of Academy for Academic Excellence Purchasing Policy as outlined, Judge Plumlee seconded; motion passed unanimously.

L. Noting that Action Item L was addressed at the beginning of the meeting the Board moved on to Item M.**M. Academy for Academic Excellence Budget Amendment #1: Maximum Entitlement and Line Item Adjustments**

Dr. Smith informed the Board that adjustments were made to Amendment #1: Maximum Entitlement and Line Item Adjustments, and asked the Board to approve with the outlined adjustments for Fiscal Year 2017.

- Commissioner Price moved to approve Academy for Academic Excellence Budget Amendment #1: Maximum Entitlement and Line Item Adjustments as outlined, Judge Plumlee seconded; motion passed unanimously.
- The President noted that Item N was pulled from the agenda. She then asked for a motion to adjourn from the Academy for Academic Excellence.
- Commissioner Price moved to adjourn as the AAE, Judge Plumlee seconded; motion passed unanimously.
- Commissioner Price moved to reconvene as the Dallas County Juvenile Board, Judge Plumlee seconded; motion passed unanimously.

Executive Session

There were no issues for discussion.

- Commissioner Price recognized Mr. Ervin Taylor, Deputy Director of Institutional Services needed to make an announcement;
- Mr. Taylor introduced Ms. Jeanette Medina as the newly selected USDA Analyst.
- Commissioner Price moved to adjourn as the Dallas County Juvenile Department, Judge Plumlee seconded; motion passed unanimously.
- Meeting adjourned at 5:40 pm.



PUBLIC COMMENT

III.



DISCUSSION

ITEMS

IV.



DISCUSSION

ITEM

A.

DIRECTOR'S REPORT

February 2017

The Juvenile Department recognized outstanding departmental employee for December 2016:

DCJD Employee of the Month: Administrative Assistant, Ms. Natalie Gardner. The Employee of the Month for January and February will be announced on March 3rd, 2017, during our staff meeting.

PROBATION SERVICES

A comprehensive Deferred Prosecution workshop was held on January 24, 2017, for all Deferred Prosecution Officers in our Diversion Courts and Field Units. The workshop provided specific information, enhancing proficiency in case management responsibilities. In addition, the attendees shared a list of local community service programs to assist youth and families. The Department would like to thank veteran officers Rosie Wilson and Robert Davis for facilitating the workshop. Supervisors and assistant supervisors attended training on December 19, 2016, and January 9, 2017, to prepare for revised TJJD case plan and case management standards.

Community Service Restitution (CSR) Update:

Throughout the month of January 2017, one hundred and eighty-five (185) youth completed a total of seven hundred and seven (707) Court-Ordered CSR hours at various approved CSR sites in Dallas County. Supervised Community Service Restitution projects were held at the North Texas Food Bank, Young Lives Matter, and Raising the Bridge, resulting in the completion of eighty-four (84) CSR hours by eighteen (18) youth.

PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION

Psychology staff referred **28** youth for psychiatric services during January, a total of **28** psychiatric consultations was performed with **12** of those being follow-up consultations. Of the **16** initial psychiatric consultations performed: **15** resulted in no medication being prescribed, **6** had already been prescribed psychotropic medications and continued those, **0** youth was already prescribed psychotropic medication and the medication was discontinued, and **1** were started on medication.

INSTITUTIONAL SERVICES DIVISION

DETENTION CENTER

Program News and Updates:

ASK is the 2017 theme for our youth! "ASK" – Adapt – Speak – Know! Adapt – a new way of thinking; Speak – open my mouth and ask for assistance; Know – know what I need and how to ask. In a conversation with several residents, it was asked: "What do you need?" After much probing, one resident responded, "I need guidance and something to do when I'm in the free" another said, "I need help getting my GED." Our youth play a major role in their success and it begins with ASKing.

Therefore, this year, we are going to encourage our youth to ASK – their teachers, staff, volunteers, Probation Officers and everyone who will listen. We hope you will join us in answering!

Volunteer Programs and Residents Activity:

Total Volunteers/Hours for January: Volunteers: 53; Hours: 171.75

Dallas County HHS tested/counseled 40 residents, 0 positive for Syphilis and 0 positive for HIV

Volunteer Programs: Other Programs: Lend-an-Ear

Life/Social Skill Programs: Catholic Diocese – Learning for Life; New Friends New Life – Refuge; Succeeding @ Work – Teens @ Work; Traffick911 – TRAPS (Traps of a Trafficker); NTRUPT – Making Proud Choices.

Spiritual Enrichment/Ministry Bible Study: Covenant Church, A-Team, Snickers Church (formally 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.

Life & Social Skills/Spiritual Enrichment Combo: MTO Leadership Development (Ministry through Originality); I Am Second; More Than Jewels

Chaplain's Report: Counsel/Prayer: 29 residents

DETENTION CENTER		
Detention	Jan	YTD
Admissions	246	246
Releases	232	232
ADP	145	145
Detention Hearings	407	407
TJJD Placement Trips	18	18
Local trips	78	78
Youth transported	75	75
START		
Admissions	4	4
Releases	10	10
Successful	7	7
Unsuccessful	3	3
Administrative	0	0
ADP	26	26

January Special Programs/Events: Special Event: John Peter Smith Hospital HIV/Sex Education Outreach

Movie Night: Movies and refreshments made possible by Snickers Church -The Grace Card

Friday Night Socials - made possible by Covenant Church Juvenile Ministry

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

MARZELLE C. HILL TRANSITION CENTER

Program Updates: We have a new weekly ART therapist that visits with all the residents at Hill Center. We have a new volunteer that offers ART classes on Thursday to all the level 4 residents. We have developed a plan for implementing a new program for CAI residents that will start in February.

Program and Residents Activities: On Wednesday, January 25, 2017, there was a Sex Education Assembly hosted by Lance Lovelace from John Peter Smith Hospital (Outreach Program). The Residents received gifts cards at the end of the presentation by the outreach program.

HILL CENTER		
	Jan	YTD
Admissions	28	28
ADP	28	28
Releases	28	28
Total Youth Served	59	59

Medical Services: There were zero (0) medical issues requiring off-site transport.

Services: 4 groups including 10 individuals provided a total 19 hours of service.

MEDLOCK CENTER

New Initiatives: Nicole Prather, Independent Ombudsman for TJJJ conducted an unannounced inspection on Monday, January 9th, 2017 to identify problems and seek remedies that help secure the rights and ensure the safety of youth housed at the facility. All areas that were inspected were found to be "acceptable." The residents discussed the significance of Dr. Martin Luther King's role in the Civil Rights Movement and viewed footage from his speeches. Twenty-five (25) youth received accolades for earning the A/B Honor Roll.

Activities: Full Gospel Holy Temple, Lake Pointe Baptist Church, Potter's House, and Pleasant Valley Baptist Church, and Life Quest Essentials who also sponsored the Adopt-Dorm activities.

Medical Services/Transports: Twelve (12) youth were transported from Medlock to the Dr. Jerome McNeil Detention Center for routine dental care. Eight (8) youth via transport went to Children's Medical Center for routine medical care.

Volunteer /Intern Hours: Eleven (11) volunteers provided eighteen and one half (18.5) hours of service. The Chaplain provided one and a half (1.5) hours of service. There were twenty (20) hours of volunteer service provided for this month.

TJJJ Reports: No reports were submitted to TJJJ in January.

Staff: JSO Supervisor Calvin Rollins was recognized for thirty years of service. Mr. Rollins started his career with Dallas County in Community Corrections, then he moved to Pre-Trial Release, and eventually landed in the Juvenile Department where he remains employed as the Supervisor on the 2p-10p shift at Lyle B. Medlock Treatment Facility.

MEDLOCK CENTER		
	Jan	YTD
Admissions	3	3
Released	7	7
Successful	7	7
Unsuccessful	0	0
Administrative	0	0
ADP	48	48
Total Youth	51	51
MEDLOCK STARS		
	Jan	YTD
Admissions	3	3
Releases	1	1
Successful	1	1
Unsuccessful	0	0
Administrative	0	0
ADP	191.6	191.6
Total Youth	30	30

YOUTH VILLAGE

On Campus: Family Training, Concord Ministries Program. The youth discussed the significance of Dr. Martin Luther King's role in the Civil Rights Movement and viewed footage of Dr. King's and his speeches in observance of his birthday. Several youth earned recognition for receiving A/B Honor Roll status. The Youthful Offenders participated in a "mini" celebration for collectively reading over 150 books.

Off Campus: Seven (7) residents were transported to Juvenile Detention Center for dental care. Four (4) residents were transported to Detention for Review Hearings. One (1) resident was transported to Parkland for x-ray. Two (2) residents were transported to an Orthodontist appointment. One (1) resident was transported to JDC for his psychiatrist appointment. Eight (8) residents were transported to work at the Café Momentum Restaurant.

YOUTH VILLAGE		
	Jan	YTD
Admitted	2	2
ADP	30	30
Total Youth Served	32	32
Releases	1	1
Successful	1	1
Unsuccessful	0	0
Administrative Rel.	0	0

Volunteer /Intern Hours: Three (3) individual volunteers provided twenty-two (22) hours of volunteer services. Two (2) chaplains provided one (1) hour of service. Fifteen (15) group program volunteers provided one-hundred-eighteen (118) hours of service for a total of one-hundred-forty-one (141) hours.

Training: Staff received online training and Handle With Care (verbal and physical) training to assist with TJJD re-certification training hours.

Medical Services: Twenty-seven (27) residents were seen for sick call requests. Seven (7) residents were transported to dental appointments at the Juvenile Detention Center. Twenty-two (22) residents were treated at the Med Van and six residents (6) were seen by Mental Health Psychiatrist on campus.

Religious Programs: Full Gospel Holy Temple, Mt. Zion Baptist Church, Countryside Bible, Shady Grove Baptist Church and Concord.

Account of Reportable Injuries: There were no reportable injuries for this month.

Escape/Furlough: There were no escapes or residents that failed to return from furlough home visits.

LETOT CENTER

Community Initiatives: Non-Residential Services received 48 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 five youth and families attending ESTEEM Court. One youth began services, one completed, zero were unsuccessfully discharged, and zero were neutrally discharged. Two youth were referred this month. Aim, Functional Family Therapy, and Clinical Services have been providing services.

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

Medical Services: Residential: Health Screens – 20, Call Backs – 3, Doctor’s visits -8.

Volunteer Services: Faith-Based Volunteers: worship and religious study – 9 volunteers, 5 hours; Life Skills Volunteers: visiting and teaching - 16 volunteers, 11 hours; Special Events: volunteer, 0 hour.

LETOT CENTER		
Residential	Jan	YTD
Admissions	22	22
Releases	17	17
ADP	25	25
Total Youth Served	45	45
Intake/Orientation		
Admissions	63	63
Releases	61	61
ADP	1	1
Total Youth Served	63	63

Clinical Services: In the Residential Unit, Clinical Services held eight (8) process groups with the male youth (9 residents) and 11 process groups with the female youth (35 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 allowed the Clinical team to staff the residents' cases, provide consultation, and conduct crisis screens as needed (25 rounds).

LETOT RESIDENTIAL TREATMENT CENTER

Drug Education: Provided by the Dallas County Juvenile Department's Substance Abuse Unit.

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

Volunteer Groups:

LETOT RTC		
	Jan	Total
Admission	1	1
Releases	5	5
ADP	11	11
Total Youth Served:	14	14

Epic Yoga: Residents participating in yoga once a week to engage in the physical, mental, and spiritual practice of relaxing.

St. John Church (Mr. Charles) - Residents are able to participate in Bible study and religious activities if they choose.

Concord Church- Met with the residents and provided life skills and religious activities if they choose.

Enrichment Programs:

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

Four residents were able to participate in a Cafe' Momentum event.

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

All residents volunteered at the Salvation Army on January 26th 2017.

Field Trips:

Levels 3's and up went to USA Bowling Alley on January 14th 2017.

All residents were able to go to the Studio Movie Grill to see "Hidden Figures" as part of their history class with the Education Department.

Medical Services: Residential: Health Screens – 0, Call Backs – 0, Doctor's visits -7

Volunteer Services:

Faith Based Volunteers: Worship and religious study – 1 volunteer, 4 hours; Life Skills Volunteers: visiting and teaching - 2 volunteers, 4 hours; Special Events: 0 volunteers, 0 hours.

Yoga group: Yoga group: All residents participated in 2 yoga groups. These groups were conducted by our volunteer yoga instructor, Ms. Laura Fonville. The girls have learned grounding techniques by participating in yoga that help them re-connect with their bodies and feel a sense of safety and self-efficacy.

Clinical Services: All residents and one outpatient youth received individual therapy (total of 62.5 hours for this month). Family therapy was provided to 9 residents (20 client-contact hours) and eight parents received parent therapy (6.25 client contact hours). The clinical team also provided crisis intervention (approximately 40 client-contact hours) and clinical rounds (92 client-contact hours). Clinical rounds consist of each clinical team member engaging with the youths, checking in, and providing support throughout the day.

The girls also received daily group therapy (art, coping skills, girl empowerment, My Life My Choice, or process groups). Five (5) groups from My Life My Choice focused on prevention of sexual exploitation. The Art group is a therapeutic modality that encourages expression through the use of art materials. Clinicians conducted five art groups this month which primarily focused on open studio, clay, creating a positive coping statement, and painting. The Coping skills group, which is rooted in Dialectical Behavior Therapy (DBT), teaches the girls to manage difficult thoughts and emotions. One coping skills group was provided this month. The coping skills group focused on coping with anger and irritability. The girl empowerment group enables the girls to increase their self-protective skills and self-identity by discussing healthy and unhealthy relationships and relationship dynamics. Five girl empowerment groups focused on improving communication, respect, and healthy relationships. Three process groups were provided in order to allow residents to practice working through difficult emotions, interpersonal difficulties, and implement skills learned in other clinical groups.

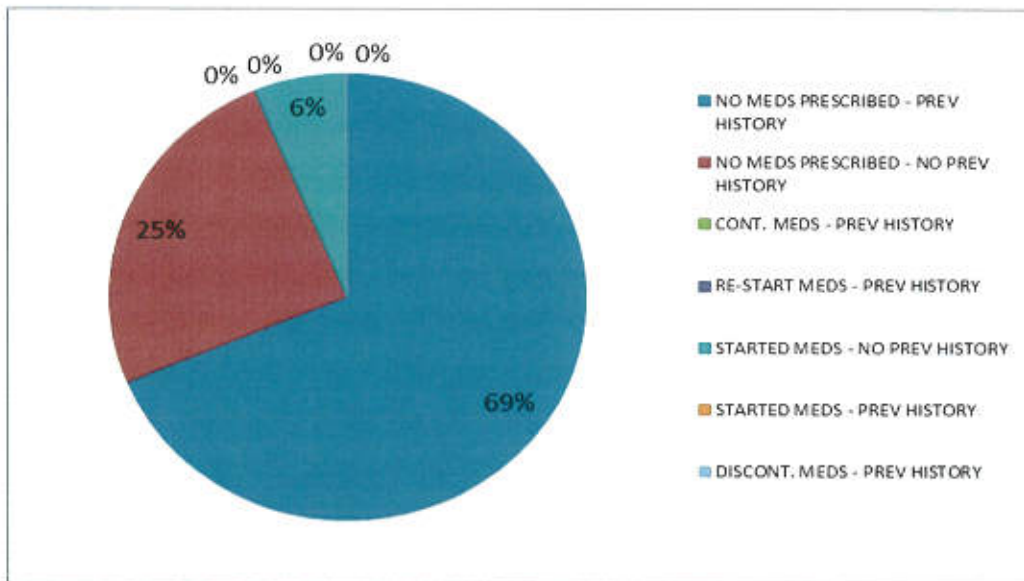
Psychiatric Services: One resident was referred for a psychiatric re-evaluation due to increased irritability and five were seen for follow-up appointments to monitor their medication. Follow-up appointments are typically scheduled every three months. All six residents were seen by the psychiatrist. These youth are on medication to treat unspecified impulse control disorders, ADHD, oppositional defiant disorder, depression, and anxiety.

PSYCHIATRIC CONSULTS COMPLETED - 2017

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD
1. Total Reports Requested	115												115
2. Total Consultations (actual reports received)	28												28
A. Initial Consultations	16												16
B. Follow-Up Consultations	12												12
3. Total Number of Youth Receiving Consultations	28												28

INITIAL CONSULTATIONS - PSYCHIATRIC MEDICATION RESULTS - 2017

TOTALS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
1. No Medication Prescribed	15												15
2. Medication Discontinued	0												0
3. Continued on Medication	0												0
4. Started on Medication	1												1



NO MEDS PRESCRIBED - PREV HISTORY -	11
NO MEDS PRESCRIBED - NO PREV HISTORY -	4
CONT. MEDS - PREV HISTORY -	0
RE-START MEDS - PREV HISTORY -	0
STARTED MEDS - NO PREV HISTORY -	1
STARTED MEDS - PREV HISTORY -	0
DISCONT. MEDS - PREV HISTORY -	0



DISCUSSION

ITEM

B.



JJAEP JANUARY MONTHLY REPORT

Campus Enrollment 77

CAMPUS LIFE AT A GLANCE

On January 9th, as we returned from the holiday break, our teachers and JSOs participated in professional development. Teachers were taught strategies to help our English Language Learners understand the content. JSOs participated in a refresher course for CPR and the effective use of an AED. Both JSOs and teachers were reminded of best practices from our special education department for participating in ARD meetings and collecting accurate data.

On Wednesday, Jan. 18th, we welcomed visitors to view our new clothing closet. The clothing closet will have items available to assist families in need. It is a nice addition to the food pantry that also assists our community.

INSTRUCTION AT A GLANCE

Students returned on the 10th and began a smooth transition into their second semester courses.

On Friday, January the 13th, we formally recognized 19 students who achieved perfect attendance and/or the A/B honor roll from the 3rd six weeks. Additionally, we celebrated the winning Social Skills group for the Christmas door decoration contest that was held prior to the winter break.

Several students exited, but we've also welcomed new students to our community.

Director's Report Juvenile Justice Alternative Education Program – January 2017

Staff returned from winter break on Monday, January 9th with a full day of professional development.

Staff continues to implement/reinforce Restorative Circles to help youth process and think through issues.

Students returned from winter break on Tuesday, January 10th.

JJAEP students created Veterans' Valentines to show gratitude to our military men and women, which is a virtue studied in social studies.

Honor Roll and Perfect Attendance ceremonies were held to recognize students for their efforts.

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

ACTIVE ENROLLMENT					
Student Enrollment as of:	1/31/2017	Total Enrollment:	74		
Students on Probation/Spv.:	38		51.35%		
OFFENSE STATUS					
Disc.:	23	31.08%	Mand.:	51	68.92%
				Plmt.:	0 0.00%
DEMOGRAPHICS					
Category			Category		
GENDER			DISTRICT	Number	Percent
Male	Female		CFB-904	0	0.00%
60	14	81.08% 18.92%	CHISD-904	0	0.00%
GRADE	Number	Percent	Coppell-992	0	0.00%
3	0	0.00%	Desoto-906	3	4.05%
4	1	1.35%	DISD-905	12	16.22%
5	0	0.00%	Duncanville-907	7	9.46%
6	3	4.05%	Garland-909	13	17.57%
7	7	9.46%	GPISD-910	11	14.86%
8	6	8.11%	HPISD-911	0	0.00%
9	29	39.19%	IRVING-912	5	6.76%
10	14	18.92%	Lancaster-913	7	9.46%
11	10	13.51%	Mesquite-914	9	12.16%
12	4	5.41%	RISD-916	7	9.46%
	74	100.00%	Sunnyvale-919	0	0.00%
				74	100.00%
AGE	Number	Percent	ETHNICITY	Number	Percent
10	1	1.35%	African American	30	40.54%
11	2	2.70%	Asian	0	0.00%
12	4	5.41%	Caucasian	4	5.41%
13	6	8.11%	Hispanic	40	54.05%
14	15	20.27%	Native American	0	0.00%
15	15	20.27%		74	100.00%
16	14	18.92%			
17	12	16.22%			
18+	5	6.76%			
	74	100.00%			
OFFENSE DESCRIPTIONS					
				Number	Percent
D-12	Serious Misbehavior			9	12.16%
D-14	Misdemeanor Drugs			2	2.70%
D-15	Felony Criminal Mischief			0	0.00%
D-16	Court/County Placement			0	0.00%
D-17	Assault Against Employee			1	1.35%
D-18	Assault/Retaliation of Employee (ON/OFF CAMPUS)			1	1.35%
D-19	False Alarm/Terroristic Threat			6	8.11%
Title 5	Off Campus Felonies Against Student & Other New Discretionary			4	5.41%
M-01	Weapons/Firearms			9	12.16%
M-02	Weapons other than Firearm			12	16.22%
M-03	Aggravated Assault			8	10.81%
M-04	Sexual Assault			0	0.00%
M-05	Aggravated Sexual Assault			0	0.00%
M-06	Arson			2	2.70%
M-07	Murder Offenses/Manslaughter			0	0.00%
M-08	Indecency with a Child			1	1.35%
M-09	Aggravated Kidnapping			0	0.00%
M-10	Felony Drugs			19	25.68%
M-11	Retaliation Against Any Employee			0	0.00%
M-12	Aggravated Robbery			0	0.00%
P-16	Court Placement			0	0.00%
				74	100.00%
DETENTION; PLACEMENT or WARRANTS:				6	8.11%
SPECIAL EDUCATION STUDENTS:				11	14.86%
Avg. Daily Attendance:	66	90.68%	Cum. SY Daily Attendance:	68	86.69%

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

2016-2017 School Year

The month of January began with 84 students and ended with 74 students enrolled to attend the Dallas County's JJAEP. On average, there were 66 or 90.68% of the students attending on any given day in January. Of the 74 students enrolled at month end, there were 23 discretionary referrals; 0 placement; and 51 mandatory referrals.



ACTION ITEMS

V.



ACTION ITEM

C.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: February 27, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Appointment of Associate Judges and Referees/Masters and Administration of Oath

Background of Issue:

On September 18, 1995, the Juvenile Board approved the designation of the Juvenile Court Masters as Associate Judges. In order to accurately reflect the function of Associate Judge, and consistent with the Texas Family Code Sections 201.001 through 201.018, on June 25, 2001, this Board approved maintaining the title of Associate Judge for attorneys hearing both juvenile and family law cases. *The designation of Referee/Master was approved for attorneys hearing juvenile cases only.*

Full-time Associate Judges are assigned to each of the two Juvenile Courts, and a permanent, part-time Referee/Master is assigned for the purpose of detention hearings. The Juvenile Courts maintain a list of approved Referees/Masters who are available to hear cases when needed.

Associate Judges are appointed in conjunction with the regular election cycle for the Juvenile Court Judges. The Referees/Masters are appointed every year, with the previous appointments occurring in February of 2016. The Juvenile Board has previously authorized its Chair to administer the Oath of Office at a later date to those appointees not present at the meeting.

Impact on Operations and Maintenance:

The appointment of Associate Judges and Referees/Masters to hear cases allows the Juvenile Courts to operate at maximum efficiency and to enhance the management of their dockets so as to dispense swift justice in juvenile matters.

Recommended appointments for Associate Judges and Referees/Masters for this cycle include: for Associate Judges -- Alice Rodriguez, 304th District Court, and Derrick J. Morrison, 305th District Court. For Referees/Masters -- Judges Melinda Forbes, Joseph Rosenfield, Mary McAndrew, George E. Ashford, III, Robert Herrera, Cheryl Jaksa, George West, John Lopez, and J.R. Cook.

Strategic Plan Compliance:

This request complies with Vision 3: Dallas is *safe, secure, and prepared*, by ensuring that the Juvenile Court system has sufficient and approved staff resources in place to hear both juvenile and family law cases.

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

Legal Information:

The appointment and qualifications of Associate Judges and Referees/Masters is addressed in Subtitle C, Judicial Resources and Services and Chapter 201 of the Texas Family Code. The process utilized by the Dallas County Juvenile District Courts is consistent with this provision of the Family Code.

Financial Impact/Considerations:

The costs of maintaining Associate Judges and Referees/Masters are provided for in the FY2017 budgets of the 304th and 305th District Courts respectively. There is no financial impact to the Dallas County Juvenile Department.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the appointment of the recommended Associate Judges and Referees/Masters provided by the Juvenile Courts and that these appointees are given the Oath of Office by the Chair of the Dallas County Juvenile Board.

Recommended by:



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

Associate Judges - 2017

Derrick J. Morrison

Alice Rodriguez

Referees/Masters - 2017

Melinda Forbes

Joseph Rosenfield

Mary McAndrew

George E. Ashford, III

Robert Herrera

Cheryl Jaksa

George West

John Lopez

J.R. Cook

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: February 27, 2017

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of February, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, the Dallas County Juvenile Board appoints Associate Judges to hear juvenile and family law cases and Referees/Masters to hear juvenile cases only; and

WHEREAS, the Dallas County Juvenile Board appoints Associate Judges on a four-year cycle coinciding with judicial elections, and appoints Referees/Masters every year; and

WHEREAS, the Dallas County Juvenile Board appoints as Associate Judges Alice Rodriguez and Derrick J. Morrison for the 304th and 305th District Court respectfully; and

WHEREAS, the Dallas County Juvenile Board appoints as Referees/Masters: Melinda Forbes, Joseph Rosenfield, Mary McAndrew, George E. Ashford, III, Robert Herrera, Cheryl Jaks, George West, John Lopez, and J.R. Cook; and

WHEREAS, Judge Cheryl Shannon, Juvenile Board Chair, administered the Oath of Office to all appointees present at the February 27, 2017, Juvenile Board Meeting; and

WHEREAS, the Juvenile Board authorizes Judge Cheryl Shannon to administer the Oath of Office to the appointees not present at a later date, but before any cases are heard.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board of Dallas County appoints the above listed individuals as Associate Judges for the 304th and 305th District Juvenile Court, and as Referees/Masters for the 304th and 305th District Juvenile Courts.

DONE IN OPEN BOARD MEETING this 27th day of February, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

D.



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

Memorandum

Date: February 27, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Fair Defense Act and Appointment of Defense Attorneys

BACKGROUND OF ISSUE

In 2001, the Texas Legislature enacted the Fair Defense Act to improve the quality of defense services for the indigent in criminal and juvenile cases. The Fair Defense Act requires each juvenile board to make public a plan specifying qualifications for court-appointed attorneys in juvenile cases.

In 2011, the Texas Legislature also established the Texas Indigent Defense Commission (TIDC), administratively attached to the Office of Court Administration, to set standards for indigent defense and to provide grants to counties from a fund to improve the quality of indigent defense services. Indigent defense information shall be submitted to the commission by the juvenile board as required by Section 79.036 of the Texas Government Code.

Section 51.102 of the Texas Family Code requires each juvenile board to devise and make public a plan specifying qualifications for attorneys to be appointed to juvenile cases when the respondent's family cannot afford to retain counsel. The plan is also required to specify a fair method of selecting attorneys from the public list to be appointed to individual cases:

- (a) *The juvenile board in each county shall adopt a plan that:*
- (1) *specifies the qualifications necessary for an attorney to be included on an appointment list from which attorneys are appointed to represent children in proceedings under this title; and*
 - (2) *establishes the procedures for:*
 - (A) *including attorneys on the appointment list and removing attorneys from the list; and*
 - (B) *appointing attorneys from the appointment list to individual cases.*
- (b) *A plan adopted under Subsection (a) must:*
- (1) *to the extent practicable, comply with the requirements of Article 26.04, Code of Criminal Procedure, except that:*
 - (A) *the income and assets of the child's parent or other person responsible for the child's support must be used in determining whether the child is indigent; and*
 - (B) *any alternative plan for appointing counsel is established by the juvenile board in the county; and*
 - (2) *recognize the differences in qualifications and experience necessary for appointments to cases in which:*
 - (A) *the allegation is:*
 - (i) *conduct indicating a need for supervision or delinquent conduct, and commitment to the Texas Juvenile Justice Department is not an authorized disposition; or*

- (ii) *delinquent conduct, and commitment to the department without a determinate sentence is an authorized disposition; or*
- (B) *determinate sentence proceedings have been initiated or proceedings for discretionary transfer to criminal court have been initiated.*

In September of 2001, the Juvenile Judges of the 304th and 305th District Courts, in conjunction with the Dallas County Public Defender's Office, enacted the plan conforming to Section 51.102 of the Texas Family Code. The plan was created by the Juvenile Judges of the 304th and 305th District Courts in compliance with Sections 51.10, 51.101 and 51.102 of the Texas Family Code, and Articles 26.04 and 26.05 of the Code of Criminal Procedure. The plan along with the corresponding list of attorneys was submitted for Board approval and was approved by the Juvenile Board.

OPERATIONAL IMPACT

Approving a list of attorneys to represent indigent respondents in Juvenile Court will conform to statutory requirements and provide a structured and documented method of uniformity.

STRATEGIC PLAN COMPLIANCE

Providing qualified legal representation for indigent juvenile respondents who are pending conduct indicating a need for supervision and delinquent conduct allegations is consistent with Vision 3, Strategy 3.4 of the Dallas County Strategic Plan, which is to *Maximize the Effectiveness of Dallas County Criminal Justice Resources.*

FINANCIAL IMPACT

State aid is provided for indigent defense services in juvenile cases.

RECOMMENDATION

The Juvenile Department recommends that the Juvenile Board approve the lists of attorneys for appointment in the 304th and 305th District Courts to represent indigent juveniles.

Respectfully submitted by:



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

JUVENILE BOARD ORDER

ORDER NO: **2017-XXX**

DATE: **February 27, 2017**

STATE OF TEXAS **§**

COUNTY OF DALLAS **§**

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27 day of February, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, in 2001, the Texas Legislature enacted the Fair Defense Act to improve the quality of defense services for the indigent in criminal and juvenile cases. The Fair Defense Act requires each juvenile board to make public a plan specifying qualifications for court-appointed attorneys in juvenile cases; and

WHEREAS, in 2011, the Texas Legislature also established the Texas Indigent Defense Commission (TIDC), administratively attached to the Office of Court Administration, to set standards for indigent defense and to provide grants to counties from a fund to improve the quality of indigent defense services. Indigent defense information shall be submitted to the commission by the juvenile board as required by Section 79.036 of the Texas Government Code; and

WHEREAS, section 51.102 of the Texas Family Code requires each juvenile board to devise and make public a plan specifying qualifications for attorneys to be appointed to juvenile cases when the respondent's family cannot afford to retain counsel. The plan is also required to specify a fair method of selecting attorneys from the public list to be appointed to individual cases; and

WHEREAS, each Juvenile Court maintains a list for appointment to represent indigent juveniles; and

WHEREAS, the Juvenile Courts on February 27, 2017, at a regular meeting of the Dallas County Juvenile Board submitted lists for appointment to represent indigent juveniles.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve of the attached attorney appointment lists for the 304th and 305th District Juvenile Courts as part of the indigent defense plan required by statute.

DONE IN OPEN BOARD MEETING this 27th day of February, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

+304th District Court JD Felony Appointment List
Revised January 31, 2017

Ackels, Samuel 3030 LBJ Freeway, Ste. 1550 Dallas, Texas 75234 214-267-8600 #24059357 Fax 214-267-8605 sam@ackelslaw.com	5
Adjin, Anthonette 11625 Custer Rd., Ste. 110-257 Frisco, TX 75035 #24044405 214-865-6017 F 214-865-6019 ayitey@ayiteyadjinlaw.com	4
Adler, Frank P.O. Box 2511 Keller, Texas 76244-2511 817-808-1240 #24056787 frankadlerlaw@gmail.com	6 (Spanish)
Aland, Ronald Z. 5446 Milton Street, Ste. 435 Dallas, TX 75206 #00965200 214-871-2777, Cell- 214-394-6993, Fax - 214-871-2779	5
Alvoid, Dennis E. P.O. Box 814483 Dallas, Texas 75381 214-742-5806 #01133000	5
Anderson, Keith A. P.O. Box 2206 Desoto, Texas 75123 972-965-0086 #01196450 Fax 972-230-2706 KeithAndersonlaw@att.net	6
Ashe, William (Bill) M. II 3026 Mockingbird Lane, Suite 128 Dallas, Texas 75205 214-599-0161 #01373600 bashe1@mac.com	6

<p>Ashford, George E. III 325 N. St. Paul, Suite 2475 Dallas, Texas 75201 214-922-0212 #01374530 geoaiii@aol.com</p>	6	
<p>Ates, Carolyn J. 14902 Preston Road, Ste. 404-703 Dallas, Texas 75254 972-342-7955 #24048330 Fax 972-248-0849 cjates@msn.com</p>	5	
<p>Brown, Kimberly 2501 Oak Lawn Avenue, Suite 880 Dallas, Texas 75219 214-752-2242 #00789744 Fax 214-752-5502</p>	4	
<p>Buchwald, Jeffrey P. 305 Spring Creek Village, Suite 538 Dallas, Texas 75248 972-788-5016 #03293300 469-450-1733</p>	5	
<p>Bui, Joseph 9330 LBJ Frwy, Suite 900 Dallas, TX 75243 214-628-1818 #24001292 Fax 214-231-3088 viper 214-535-9898 jbui@builaw.us skype atty joebui</p>	5	(Vietnamese)
<p>Baeza, Pamela 2603 Oak Lawn Ste 200 Dallas, Texas 75219 214-443-0707, 214-377-9537-fax #00783579 pamelabaeza@yahoo.com</p>	6	(SPANISH)
<p>Barton, Ben 304 South Record Dallas, Texas 75202 214-742-3133 #01852500 Cell 214-697-0952 bbarton@marcrichman.com</p>	5	

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4

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4

Clark, Regina
5200 Keller Springs Rd., Suite 1026
Dallas, TX 75248 #00783834
972-991-9300, 972-754-6402-cell, 972-726-7052-fax
clark_rp@swbell.net

5

<p>Clements, Darrell L. 16850 Dallas Parkway Dallas, TX 75248 972-735-8121 214-750-6300 #04362300 Cell 214-577-0063 Darrell.clements@sbcglobal.net</p>	<p>5</p>	
<p>Colon, Eulogio P.O. Box 541776 Grand Prairie, TX 75054-1776 214-948-8150 #04626450 Fax 214-948-8053</p>	<p>4</p>	<p>(SPANISH)</p>
<p>Corsi, Lynne 2213 Boll Street Dallas, Texas 75204 214-855-1225 #03940850 Fax 214-637-9331, Cell 972-408-7962 lynne@corsilaw.com</p>	<p>6</p>	<p>**SIGN LANGUAGE** FRENCH</p>
<p>Creevy, N. Theresa Bui P.O. Box 452163 Garland, TX 75045 214-546-9322 #24001152 Fax-214-231-2826 tbuicreevy@ad.com</p>	<p>5</p>	
<p>Croman, Dennis R. 420 W. 2nd Street Irving, Texas 75060 972-251-2333 #05102000 Fax 972-254-4315</p>	<p>5</p>	
<p>Danish, John C. 1117 Capitol Court Irving, TX 75060 972-554-0500 #05375300 jcdanish@juno.com</p>	<p>4</p>	

Davis, Marilyn Y. P.O. Box 133164 Dallas, Texas 75313 #00793593 Cell 469-254-4232, Fax 469-227-4251, Fax: 214-800-3495 Dallas, Texas 75313 marilyndavisattorney@yahoo.com	5	
Dallas County Public Defender 2600 Lone Star Drive, A-132, LB2 Dallas, Texas 75212 214-698-4400, 214-698-4329-fax	6	
Elfenbein, Victor S. P. O. Box 50746 Dallas, Texas 75250-0746 #06515050 214-742-7100, Fax 214-742-7110, Cell 214-923-9468 velfenbein@sbcglobal.net	5	(SPANISH)
Estrada, Olegario 5224 W. Jefferson Blvd. Dallas, Texas 75211 #24038883 O 214-331-4400 Fax 214-331-4407, Cell 469-231-8880	5	(SPANISH)
Edwards, Remeko P.O. Box 1402 Lancaster, Texas 75123 Cell 214-403-9689#24047586 Fax 214-594-7961	4	
Flemins, Shani 2522 Ovilla Road Red Oak, TX 75154 972-617-1101 #07134600 972-617-1107-fax, Cell 214-417-8336 s.flemins@sbcglobal.net	5	(SPANISH)
Galvan, John P. O. Box 1437 Frisco, TX 75034 #24010044 972-335-2011, 888-703-8009, Cell 214-869-6489	4	(SPANISH)

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McLauchlan, John Drake P.O. Box 602082 Dallas, Texas 75360-2082 972-768-0302 jdmclauchlan@sbcglobal.net	5, 6	#13740800
McShan, Elizabeth "Jodi" 6116 N. Central Expwy #1090 Dallas, Texas 75206 214-800-2091 Fax 214-594-8454 Jodi@witherslaw.com	4	#24070256
Medrano, Ruben P.O. Box 833339 Richardson, Texas 75083 214-240-0692 Fax- 972-680-2361 rmedranolaw@yahoo.com	4, 5	(SPANISH) #24044839
Meili, Bill 4900 Queensbury Way East Colleyville, TX 76034 214-363-1828 Cell: 214-536-3888	5, 6	#13909250
Mendolia, Timothy 5189 E. I-20, N. Service RD., Suite 104 Willow Park, Texas 76087-7000 817-546-4100	5	#00791249
Moorehead, Audrey 3100 Carlisle, Suite 125 Dallas Texas 75204 214-871-5085 Fax 214-754-0568 audreymoorehead@aol.com	4	#24044332

Muma, Desaray R. 1201 N. Watson Rd. Ste. 206 Arlington, Texas 76006 817-649-2700, Fax 817-649-2701 desaray@barnesproxlaw.com	4	#24090286
N'Duka, Angie One Empire Place 1327 Empire Central Drive, Suite 114 Dallas, Texas 75247 214-630-3700	5	#00792713
Newell, S. Wesley 100 N. Central Expressway 4 th Floor Ste 400-6 Dallas Texas 75207 Cell- 469-245-1392	4	#00792033
Nwaiwu, Bernard 11615 Forest Central, Suite 212 Dallas, Texas 75243 214-348-8444, Cell: 214-537-0489	5	#15148350
Ogueri, Gabriel C. 745 Meadows Bldg. 5646 Milton Street Dallas, Texas 75206 214-363-5857	5	#00791370
Olorunnisomo, Leora S.	5, 6	
P.O. Box 1644 Rowlett, Texas 75030 972-475-2423 Fax 972-475-3451		(+APPEALS) #00786147
Peterson, Laura 5502 Broadway Blvd Garland, Texas 75043 214-321-1471 Fax 972-303-1673 laura@dallajusticeforall.com	6	#15837690

Queal, Irv W. 8117 Preston Road 800 Preston Commons West Dallas, Texas 75225-6306 214-696-3200 X3369	4,5	#16424000
Russo, Ryan L. 2633 McKinney Ave, Ste. 130-273 Dallas, Texas 75204 214-566-5946 Fax 214-965-9261 ryanlrusso@gmail.com		#24088341
Sargent, Craig Anthony 3310 Leahy Drive Dallas, Texas 75229 214-535-1235	5, 6	#17648650
Shehan, Tomi J. 6440 N. Central Expwy. Ste 601 Dallas, Texas 75206 214-750-7429	4	#18187200
Smith, April E. P.O. Box 870550 Mesquite, Texas 75187-0550 972-613-5751 #18532800 aesmithlaw@comcast.net	5, 6	**APPEALS
Smith, Houston M. 210 East Moore Avenue Terrell, Texas 75160 972-524-1903	5, 6	#18605900
Taylor, Eartha Lynn 2501 Oak Lawn, Suite 360 Dallas, Texas 75219 214-943-8801	5, 6	#02628050
Templeton, Maridell P.O. Box 38185 Dallas, Texas 75238 214-343-6274 Fax 214-221-9910 maridellt@hotmail.com	4,5	(Appeals only) #19769000

Thibault, Nicole P.O. Box 1388 Cedar Hill, Texas 75106-1388 214-257-0624 Fax 214-256-5632	4	#24042024
Thomas, Sakinna 3101 Cortez Ct. E Irving, Texas 75062 317-331-7788 469-647-5543 sakinna1@me.com	4	#24078067
Traylor, Janet Ferguson 214 West Franklin St., Ste.200 Waxahachi, Texas 75165 214-926-8381 Fax 972-755-4923, Cell 214-926-8381 janetrferguson@aol.com	4, 5	#06916900
Tyson, Ezekiel Jr. 342 W. Montana Ave. Dallas, Texas 75224 214-942-9000	4,5	#24034715
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305th District Court Misdemeanor Appointment List

Revised January 17, 2016

<p>Akwuruoha, Lui 1140 Empire Central Suite 205 Dallas, Texas 75247 214-631-2500 Fax 214-631-0900</p>	3	#24004164
<p>Anakwue, Cordelia 2201 Main Street, Suite 1009 Dallas, TX 75201 214-915-0330 Mukoso@aol.com</p>	3	#24001578
<p>Armstrong, Vesta T. 2018 Atlantic St. Dallas, Texas 75208-3021 469-831-3812 Fax 214-941-1200 vestaarmstrong@yahoo.com</p>	3	#00798240
<p>Chen-Ponder, Angela 3838 Oak Lawn Group, Suite 1000 PMB#900 Dallas, Texas 75219 972-352-7259 Fax 866-501-8690 angelachenddsjd@gmail.com</p>	3	#24079853
<p>Duncan, Sarah 3500 Maple Ave. Ste. 400 Dallas, Texas 75219 214-520-2128 Fax 214-520-2129 sduncanattorney@gmail.com</p>	3	#24068658
<p>Fisher, Susan 3109 Knox Dallas, Texas 75205 214-233-6565 Fax 214-206-9949 misshambone@gmail.com</p>	2	#00796548

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Pratt, Tiffany L. 2201 Main St., Suite 410 Dallas, Texas 75201 214-741-2186 888-816-1931 tpratt@prattandthomas.com	3	
Resendez, Jaime 636 Esterine Rd. Dallas, Texas 75217 214-785-2411 Fax 214-594-8363 jaime@resendez-legal.com	2	#24088288
Rincones Jr., Alberto P.O. Box 210764 Bedford, Texas 76095-7694 214-741-3637 214-741-3638 alrincone@sbcglobal.net	3	#00798462
Rincones, Roxanne Ballard P.O. Box 210964 Bedford, Texas 76095 214-563-1963 Fax 817-835-0007	3	#24004536
Rios, Lysette 14785 Preston Road, Ste. 550 Dallas, Texas 75254 469-269-0511 Fax 469-252-7282 LRIOS@Riosgloverlaw.com	3	#24083739
Skinner, Stephen 4424 West Lovers Lane Dallas Texas 75209 214-349-9975	3	#00789811
Tatum, John 990 S. Sherman Street Richardson, Texas 75081 972-705-9200	3	#19672



ACTION ITEM

E.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: February 27, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Ratification of Criminal Justice Division (CJD) FY2018 New Program Grant Application for Evening Reporting Center

Background of Issue:

The Criminal Justice Division (CJD) of the Office of the Governor is currently soliciting applications for FY2018 new grant funding for Juvenile Department programs. The Juvenile Department will request funds for the Evening Reporting Center (ERC) program. The Evening Reporting Center's grant application responds to the Juvenile Justice and Delinquency Prevention Program solicitation. The Juvenile Department previously received a three-year grant for the Evening Reporting Center. Since that funding cycle has ended, the Juvenile Department is applying for a new three-year grant cycle. Applications were due on February 20, 2017. The purpose of this brief is to ask the Juvenile Board to ratify the submission of the Evening Reporting Center grant application.

Impact on Operations and Maintenance:

The Dallas County Juvenile Department will submit a grant application to fund the following program:

Evening Reporting Center:

The Dallas County Juvenile Department Evening Reporting Center (ERC) is a program that increases the opportunity for youth on probation to successfully complete the terms and conditions of their probation by providing a supportive program to address their deficiencies and reduce their future involvement with the legal system. This funding enhances and expands the program to include drug education and intervention, gang education, as well as clinical services such as group counseling and mentoring. In FY2016, the Juvenile Department was awarded \$69,213.61 to establish two part-time positions for a Drug Intervention Specialist and a Psychologist Assistant, as well as additional contracted programs for art and mentoring. FY2017 was the third year of a three-year award. This year, for FY2018, the Dallas County Juvenile Department submitted a new grant application to continue funding for the two part-time positions and contracted programs for art, mentoring and gang prevention and intervention. The department is requesting \$78,398.22 with no cash match required for this program.

Strategic Plan Compliance:

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

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.
214-698-2200 Office*

Legal Information:

The grant application submission deadline for this proposal was February 20, 2017. The signature of the Dallas County Judge as Authorized Official is required on the Grant Application Certification forms. If funding is awarded, the signature of the Dallas County Judge as Authorized Official, Dallas County Auditor as Financial Officer, and Director of Juvenile Services as Project Director are required on the Grantee Acceptance Notices. CJD requires specific language in the Court Order that states in the event of the loss or misuse of these grant funds, the funds will be returned by Dallas County to CJD in full.

Financial Impact/Considerations:

The Department is requesting grant funding in the amount of \$78,398.22 for the Evening Reporting Center program with no cash match required. If awarded, grant funding will begin October 1, 2017, and end September 30, 2018. This information has been reviewed and approved by Ms. Carmen Williams, Juvenile Department Budget Manager.

Performance Impact Measures:

Quarterly, six-month and annual performance reports for each grant are required by CJD. Grant Services staff will coordinate the collection of data from the grant's program manager and this Department's Manager of Statistics and Research and submit reports to CJD as required.

Project Schedule/Implementation:

If awarded, the grant period will be from October 1, 2017 to September 30, 2018.

Recommendation:

It is recommended that the Dallas County Juvenile Board ratify the submission of the new Criminal Justice Division of the office of the Governor grant application for FY2018 submitted on February 20, 2017.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: February 27, 2017

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of February, 2017 in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, the Criminal Justice Division (CJD) of the Office of the Governor is currently soliciting applications for FY2018 new grant funding for Juvenile Department programs. The Juvenile Department will request funds for the Evening Reporting Center (ERC) program. The Evening Reporting Center's grant application responds to the Juvenile Justice and Delinquency Prevention Program solicitation. The Juvenile Department previously received a three-year grant for the Evening Reporting Center. Since that funding cycle has ended, the Juvenile Department is applying for a new three-year grant cycle. Applications were due on February 20, 2017; and

WHEREAS, the Dallas County Juvenile Department Evening Reporting Center (ERC) is a program that increases the opportunity for youth on probation to successfully complete the terms and conditions of their probation by providing a supportive program to address their deficiencies and reduce their future involvement with the legal system. This funding enhances and expands the program to include drug education and intervention, gang education, as well as clinical services such as group counseling and mentoring. In FY2016, the Juvenile Department was awarded \$69,213.61 to establish two part-time positions for a Drug Intervention Specialist and a Psychologist Assistant, as well as additional contracted programs for art and mentoring. FY2017 was the third year of a three-year award. This year, for FY2018, the Dallas County Juvenile Department submitted a new grant application to continue funding for the two part-time positions and contracted programs for art, mentoring and gang prevention and intervention. The department is requesting \$78,398.22 with no cash match required for this program; and

WHEREAS, the Department is requesting grant funding in the amount of \$78,398.22 for the Evening Reporting Center program with no cash match required. If awarded, grant funding will begin October 1, 2017, and end September 30, 2018. This information has been reviewed and approved by Ms. Carmen Williams, Juvenile Department Budget Manager; and

Ratification of Criminal Justice Division (CJD) FY18 New Program Grant Application for the Evening Reporting Center **Page 2**

WHEREAS, the grant application submission deadline for this proposal was February 20, 2017. The signature of the Dallas County Judge as Authorized Official is required on the Grant Application Certification forms. If funding is awarded, the signature of the Dallas County Judge as Authorized Official, Dallas County Auditor as Financial Officer, and Director of Juvenile Services as Project Director are required on the Grantee Acceptance Notices. CJD requires specific language in the Court Order that states in the event of the loss or misuse of these grant funds, the funds will be returned by Dallas County to CJD in full; and

WHEREAS, quarterly, six-month and annual performance reports for each grant are required by CJD. Grant Services staff will coordinate the collection of data from the grant's program manager and this Department's Manager of Statistics and Research and submit reports to CJD as required; and

WHEREAS, if awarded, the grant period will be from October 1, 2017 to September 30, 2018; and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board ratifies the grant application submitted by the Juvenile Department to the Criminal Justice Division of the office of the Governor on February 20, 2017.

DONE IN OPEN BOARD MEETING this ___ day of _____, 201__.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

F.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: February 27, 2017

To: Dallas County Juvenile Board

From: Dr. Terry S. Smith, Director

Subject: Ratification of Criminal Justice Division (CJD) FY 2018 Continuation Grant Funding Applications for Drug Court, E.S.T.E.E.M. Court, Family Violence Intervention Program, Mental Health Court, and Residential Drug Treatment Program

Background of Issue:

The Criminal Justice Division (CJD) of the Office of the Governor is currently soliciting grant applications for FY2018 continuation funding for five Juvenile Department programs: Drug Court, E.S.T.E.E.M. Court, Family Violence Intervention Program, Mental Health Court, and Residential Drug Treatment Program. All applications were electronically submitted on February 20, 2017. The purpose of this brief is to request ratification for the five (5) grant application submitted on February 20, 2017, to CJD for continuation funding for FY2018.

Impact on Operations and Maintenance:

The following programs submitted grants for various funding needs.

Drug Court

The Juvenile Department currently operates the Drug Court program that began in 2002. This program serves youth referred for misdemeanor and limited felony drug offenses based on criteria approved by the Juvenile Division of the District Attorney's office. The Drug Court Program's team includes a program coordinator, two full-time probation officers, a part-time probation officer, a part-time clerk, and a Referee-Master working under a contractual arrangement. Youth involved in the Drug Court Program receive a comprehensive assessment and referral to community substance abuse treatment and support resources. The youth and family appear before the Referee-Master on a routine basis to reinforce positive achievements and re-direct negative behavior. The probation officers monitor the youth to ensure compliance with treatment programs, school attendance, and to provide additional support as needed. In FY2015 the Department requested \$93,071 with a ten percent cash match (\$10,341) of total project expenditures (\$103,412) that paid for the coordinator and full-time probation officer. However, funding was reduced to \$45,635.36 with a ten percent cash match (\$5,071.00) for a total project fund of \$50,706.36 which covered a portion of the probation officer's cost. In FY2016 and FY2017 the Department requested the maximum allowed which was \$45,635.36 with no cash match required. The award paid for 73% in FY2016, and 66% in FY2017, of the total salary and benefits for a full time probation officer. This year the Department is requesting the maximum allowed which is \$45,635.36. This award will pay for 61% of the total salary and benefits for a full-time probation officer. The remaining 39% will be covered by Dallas County.

Ratification of Criminal Justice Division (CJD) FY2018 Continuation Grant Funding Applications for Drug Court, E.S.T.E.E.M. Court, Family Violence Intervention Program, Mental Health Court, and Residential Drug Treatment Program ***Page 2***

E.S.T.E.E.M. (Experiencing Success Through Empowerment, Encouragement, and Mentoring) Court

The E.S.T.E.E.M. (Experiencing Success Through Empowerment, Encouragement and Mentoring) Court is a diversion program targeted specifically to combat the potential for sexual exploitation and sex trafficking among at-risk juvenile girls within Dallas County. The mission of E.S.T.E.E.M. Court is to provide positive experiences for referred female youth that will foster success and empowerment and thereby prevent further involvement in the legal system. The E.S.T.E.E.M. Court program fosters pro-social development of the youth and her family through many means including case management, family therapy, group therapy, mentorship, educational advocacy and life skills training among others. E.S.T.E.E.M. Court received funding from CJD from FY2014-FY2016. In FY2017, E.S.T.E.E.M. Court requested \$67,541.29 as a new grant application and was awarded \$40,868.23. This Department requested the same amount (\$40,868.23) in funding with no cash match required for FY2018, which will cover the cost of one full-time Functional Family Therapist. This will be year two of a three-year award.

Family Violence Intervention Program

The Family Violence Intervention Program seeks to divert youth who are referred to the Dallas County Juvenile Department for misdemeanor assault/family violence offenses from the formalized court system to a deferred prosecution/treatment program. In FY2016 and FY2017, the Juvenile Department requested and was awarded \$83,986.22 to establish family counseling services with Jewish Family Services, in which the funding supported a therapist. The Department requested the same amount (\$83,986.22) in funding with no cash match required for FY 2017 and FY2018. This will be year three of a three-year award.

Mental Health Court

The Mental Health Court (MHC) program is designed to divert juveniles with mental illnesses from further penetration into the Juvenile Justice system. It is the aim of MHC to connect the juveniles and their families to community-based mental health services or treatments and to educate families about mental illnesses. MHC encourages increased family involvement and strongly advocates for their children with mental illnesses. In FY2016 and FY2017 the Juvenile Department requested and was awarded \$72,184.28 to establish one position for a Juvenile Probation Officer. The Department requested the same amount (\$72,184.28) in funding with no cash match required for FY2017 and FY2018. This will be year three of a three-year award.

Residential Drug Treatment Program

The Residential Drug Treatment Program continues to address substance abuse treatment needs for adolescents in Dallas County. The Residential Substance Abuse Treatment (RSAT) grant program provides for projects within state and local correctional facilities and jail-based substance abuse projects. The RSAT grant funding pays for three drug intervention specialists for youth enrolled in the Residential Drug Treatment program operated in the Henry Wade Juvenile Justice Center. The Juvenile Department has received RSAT continuation funding from CJD for 18 consecutive years. The Juvenile Department currently utilizes evidence-based practices in the delivery of services under this grant. The projected length of residential drug treatment is 90 days or longer based on youth needs of inpatient treatment followed by 90 days of community-based treatment. For FY2014, funding was reduced to \$162,414. For FY2016 and FY2017, Dallas County received funding for \$125,744 with a 25% cash match requirement (\$41,914.75). This year the Department requested the same amount of \$125,744 with a 25% cash match requirement (\$41,914.75). This award will pay for 52% of the total salary and benefits for one full-time drug intervention specialist and 100% of the total salary and benefits for two full-time drug intervention specialists. The match requirement will be part of the FY2018 general fund budget request.

Ratification of Criminal Justice Division (CJD) FY2018 Continuation Grant Funding Applications for Drug Court, E.S.T.E.E.M. Court, Family Violence Intervention Program, Mental Health Court, and Residential Drug Treatment Program
Page 3

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 grant application submission deadline for Drug Court, E.S.T.E.E.M. Court, Family Violence Intervention Program, Mental Health Court and the Residential Drug Treatment Program was February 20, 2017. All applications are certified electronically by the Dallas County Judge. The signature of the Dallas County Judge as Authorized Official is required on the Grant Application Certification forms. If funding is awarded, the signature of the Dallas County Judge as Authorized Official, Dallas County Auditor as Financial Officer, and Director of Juvenile Services as Project Director are required on the Grantee Acceptance Notices. CJD requires specific language in the Court Order that states in the event of the loss or misuse of these grant funds, the funds will be returned by Dallas County to CJD in full.

Financial Impact/Considerations:

The Department is requesting grant funding totaling \$368,418.09 for FY2018. The cash match required by the grant and salary match to cover the remaining portions' salaries will total \$135,752.10. The salary match for the Drug Court Probation Officer equals \$29,276.64. The salary match for the E.S.T.E.E.M. Court Functional Family Therapist equals \$30,223.49. The remaining salary to be matched, for the Drug Intervention Specialist, is \$34,337.22. The 25% cash match requirement, for the Residential Drug Treatment Program is \$41,914.75. This information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Performance Impact Measures:

Quarterly, six-month and annual performance reports for each grant are required by CJD. Grant Services staff will coordinate the collection of data from each grant's program manager and the Manager of Statistics and Research and submit reports to CJD as required.

Project Schedule/Implementation:

If awarded, the grant period will be from October 1, 2017 to September 30, 2018.

Recommendation:

It is recommended that the Dallas County Juvenile Board ratify the submission of the continuation grant applications for FY2018 to the Criminal Justice Division of the office of the Governor submitted on February 20, 2017.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: February 27, 2017

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of February, 2017 in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, the Criminal Justice Division (CJD) of the Office of the Governor is currently soliciting applications for FY2018 continuation grant funding for five Juvenile Department programs: Drug Court, E.S.T.E.E.M. Court, Family Violence Intervention Program, Mental Health Court, and Residential Drug Treatment Program. All applications were electronically submitted on February 20, 2017. The Juvenile Department requests ratification for applying to CJD for continuation funding for these five grants for FY2018; and

WHEREAS, the Juvenile Department currently operates the Drug Court program that began in 2002. This program serves youth referred for misdemeanor and limited felony drug offenses based on criteria approved by the Juvenile Division of the District Attorney's office. The Drug Court Program's team includes a program coordinator, two full-time probation officers, a part-time probation officer, a part-time clerk, and a Referee-Master working under a contractual arrangement. Youth involved in the Drug Court Program receive a comprehensive assessment and referral to community substance abuse treatment and support resources. The youth and family appear before the Referee-Master on a routine basis to reinforce positive achievements and re-direct negative behavior. The probation officers monitor the youth to ensure compliance with treatment programs, school attendance, and to provide additional support as needed. In FY2015 the Department requested \$93,071 with a ten percent cash match (\$10,341) of total project expenditures (\$103,412) that paid for the coordinator and full-time probation officer. However, funding was reduced to \$45,635.36 with a ten percent cash match (\$5,071.00) for a total project fund of \$50,706.36 which covered a portion of the probation officer's cost. In FY2016 and FY2017 the Department requested the maximum allowed which is \$45,635.36 with no cash match required. The award paid for 73%, in FY2016, and 66%, in FY2017, of the total salary and benefits for a full time probation officer. This year the Department is requesting the maximum allowed which is \$45,635.36. This award will pay for 61% of the total salary and benefits for a full-time probation officer. The remaining 39% will be covered by Dallas County; and

WHEREAS, the E.S.T.E.E.M. (Experiencing Success Through Empowerment, Encouragement and Mentoring) Court is a diversion program targeted specifically to combat the potential for sexual exploitation and sex trafficking among at-risk juvenile girls within Dallas County. The mission of E.S.T.E.E.M. Court is to provide positive experiences for referred female youth that will foster success and empowerment and thereby prevent further involvement in the legal system. The E.S.T.E.E.M. Court program fosters pro-social development of the youth and her family through many means including

Ratification of Criminal Justice Division (CJD) FY2018 Continuation Grant Funding Applications for Drug Court, E.S.T.E.E.M. Court, Family Violence Intervention Program, Mental Health Court, and Residential Drug Treatment Program ***Page 2***

case management, family therapy, group therapy, mentorship, educational advocacy and life skills training among others. E.S.T.E.E.M. Court received funding from CJD from FY2014-FY2016. In FY2017, E.S.T.E.E.M. Court requested \$67,541.29 as a new grant application and was awarded \$40,868.23. This Department requested the same amount (\$40,868.23) in funding with no cash match required for FY2018, which will cover the cost of one full-time Functional Family Therapist. This will be year two of a three-year award; and

WHEREAS, the Family Violence Intervention Program seeks to divert youth who are referred to the Dallas County Juvenile Department for misdemeanor assault/family violence offenses from the formalized court system to a deferred prosecution/treatment program. In FY2016 and FY2017, the Juvenile Department requested and was awarded \$83,986.22 to establish family counseling services. The Department requested the same amount (\$83,986.22) in funding with no cash match required for FY2018. This will be year three of a three-year award; and

WHEREAS, the Mental Health Court (MHC) program is designed to divert juveniles with mental illnesses from further penetration into the juvenile justice system. It is the aim of MHC to connect the juveniles and their families to community-based mental health services or treatments and to educate families about mental illnesses. MHC encourages increased family involvement and strongly advocates for their children with mental illnesses. In FY2016 and FY2017 the Juvenile Department requested and was awarded \$72,184.28 to establish one position for a Juvenile Probation Officer. The Department requested the same amount (\$72,184.28) in funding with no cash match required for FY2018. This will be year three of a three-year award; and

WHEREAS, the Residential Drug Treatment Program continues to address substance abuse treatment needs for adolescents in Dallas County. The Residential Substance Abuse Treatment (RSAT) grant program provides for projects within state and local correctional facilities and jail-based substance abuse projects. The RSAT grant funding pays for three drug intervention specialists for youth enrolled in the Residential Drug Treatment program operated in the Henry Wade Juvenile Justice Center. The Juvenile Department has received RSAT continuation funding from CJD for 18 consecutive years. The Juvenile Department currently utilizes evidence-based practices in the delivery of services under this grant. The projected length of residential drug treatment is 90 days of inpatient treatment followed by 90 days of community-based treatment. For FY2014, funding was reduced to \$162,414. For FY2016 and FY2017, Dallas County received funding for \$125,744 with a 25% cash match requirement (\$41,914.75). This year the Department requested the same amount of \$125,744 with a 25% cash match requirement (\$41,914.75). This award will pay for 52% of the total salary and benefits for one full-time drug intervention specialist and 100% of the total salary and benefits for two full-time drug intervention specialists. The match requirement will be part of the FY2018 general fund budget request; and

WHEREAS, the grant application submission deadline for Drug Court, E.S.T.E.E.M. Court, Family Violence Intervention Program, Mental Health Court and the Residential Drug Treatment Program was February 20, 2017. All applications are certified electronically by the Dallas County Judge. The signature of the Dallas County Judge as Authorized Official is required on the Grant Application Certification forms. If funding is awarded, the signature of the Dallas County Judge as Authorized Official, Dallas County Auditor as Financial Officer, and Director of Juvenile Services as Project Director are required on the Grantee Acceptance Notices. CJD requires specific language in the Court Order that states in the event of the loss or misuse of these grant funds, the funds will be returned by Dallas County to CJD in full; and

Ratification of Criminal Justice Division (CJD) FY2018 Continuation Grant Funding Applications for Drug Court, E.S.T.E.E.M. Court, Family Violence Intervention Program, Mental Health Court, and Residential Drug Treatment Program *Page 3*

WHEREAS, the Department is requesting grant funding totaling \$368,418.09 for fiscal year 2018. The cash match required by the grant and salary match to cover the remaining portions' salaries will total \$135,752.10. The salary match for the Drug Court Probation Officer equals \$29,276.64. The salary match for the E.S.T.E.E.M. Court Functional Family Therapist equals \$30,223.49. The remaining salary to be matched, for the Drug Intervention Specialist, is \$34,337.22. The 25% cash match requirement, for the Residential Drug Treatment Program is \$41,914.75. This information has been reviewed and approved by Ms. Carmen Williams, Budget Manager; and

WHEREAS, quarterly, six-month and annual performance reports for each grant are required by CJD. Grant Services staff will coordinate the collection of data from each grant's program manager and the Manager of Statistics and Research and submit reports to CJD as required; and

WHEREAS, if awarded, the grant period will be from October 1, 2017 to September 30, 2018; 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 Juvenile Board ratify the submission for the continuation grant applications for FY2018 submitted on February 20, 2017.

DONE IN OPEN BOARD MEETING this 27th day of February, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

G.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: February 27, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Probation Services Division 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:

§341.202 Policy and Procedures.

- (a) Personnel Policies. The Juvenile Board must establish written personnel policies.*
- (b) Department Policies. The Juvenile Board must establish written department policies and procedures.*

§341.300 Policy and Procedure Manual.

- (a) The chief administrative officer must develop, maintain, and enforce a policy and procedure manual for the juvenile probation department, which must include the policies of the juvenile probation department as established by the juvenile board.*
- (b) The chief administrative officer must provide all employees with a copy of or access to the policy and procedure manual, review the manual no later than the last day of the calendar month of the previous year's review, maintain documentation of this review, and update the manual as necessary.*

Impact on Operations and Maintenance:

The Probation Services Division of the Dallas County Juvenile Department has a unique set of policies and procedures for both pre- and post-adjudicated juveniles who are referred to our agency. Since the February 2016 Juvenile Board approval, this manual has updated some of the procedural and policy changes that have been implemented. The updates are reflected in the current policies and procedures and each time a revision was made, the information was disseminated to staff via electronic mail, outlining the specific changes. Each unit supervisor is responsible of ensuring their respective employees have access to and clearly understand the policies and procedures. The updated policies and procedures manual has been uploaded to the common network drive for access and review by all staff. The Probation Services Policy and Procedures manual was updated on two different dates and the specific changes are noted below.

On August 29, 2016, the following modifications were made and the specific changes are as follow:

Additions:

Chapter 7 Specialized Supervision Section 9 (pgs. 172-175) was added

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

Youthful Offender Court

Chapter 7 Specialized Supervision Section 12 (pgs. 183- 184) was added

Family Violence Intervention Program

Revisions:

Chapter 5 Court Section 12 (pg. 116) was corrected

C. juvenile replaced assigned juvenile probation officer

Chapter 9 Support Services Section 11 (pgs. 206-211) was revised

Volunteers, Interns, and Mentors

On January 31, 2017, the following modifications were made and the specific changes are as follow:

Additions:

Chapter 2 Case Management; Section 3 TechShare.Juvenile Data Entry (pg. 57 - 59) – Procedure D 18 and 19 was added

Chapter 5 Court; Section 17 Certified Juveniles (pg. 121) was added

Chapter 5 Court; Section 2 Administrative Triage Committee (pg. 100) was added

Chapter 6 Supervision; Section 6 Automatic Restriction of Access to Records and Sealing of Records (pg. 131) was added

Deletions:

Chapter 6 Supervision; Section 6 Exit Plans was deleted

Revisions:

Chapter 1 Juvenile Probation Officer Certification, Duties, and Responsibilities; Section 4 Duties of Juvenile Probation Officers (pg. 11) was revised

Chapter 1 Juvenile Probation Officer Certification, Duties, and Responsibilities; Section 11 Juvenile Transportation (pgs. 32 – 33) was revised

Chapter 2: Case Management; Section 11: Case File Transfers (pgs. 69 - 71) was revised

Chapter 4 Assessment; Section 1 Mental Health Assessment (formerly MAYSI-2) (pgs. 87 – 88) was revised

Chapter 4 Assessment; Section 2 Risk and Needs Assessment (pg.89) was revised

Chapter 5 Court; Section 3 Case Planning and Review committee (pg. 101) was revised

Chapter 5 Court; Section 6 Court Assessment Unit (pgs. 104 - 105) was revised

Chapter 5 Court; Section 7 Field Assessment Cases (pgs. 106 - 107) was revised

Chapter 5 Court; Section 11 Court Reports (pg. 113 – 115) was revised

Chapter 5 Court; Section 14 Review Hearings (pg. 118) was revised

Chapter 5 Court; Section 14 Transfer Hearings and Sex Offender Registration Hearings (pg. 119) was revised

Chapter 6 Supervision; Section 2 Pre-Adjudication Intensive Supervision (pg. 123) was revised

Chapter 6 Supervision; Section 4 Case Plans (pgs. 125 – 126) was revised

Chapter 6 Supervision; Section 5 Case Management (formerly Level of Supervision) and Contact Schedule (pgs. 127 – 130) was revised

Chapter 7 Specialized Supervision; Section 1 Sex Offender Supervision Unit and Sex Offender Case Management Responsibilities (pg. 145 - 147) was revised

Strategic Plan Compliance:

This request complies with Vision 3: Dallas is *safe, secure, and prepared*, by implementing policy and procedure in the Probation Services Division demonstrating best practices and promotes complete understanding by staff of their departmental responsibilities with referred youth and families.

Legal Information:

A copy of the updated Probation Services Division Policy and Procedure Manual and a red-line version outlining all changes made since February 2016 were provided to Administrative Legal Advisor Ms. Denika Caruthers for review. Ms. Caruthers approved both documents as to form.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the 2017 revision of the Probation Services Division Policy and Procedures. It is further recommended that the Juvenile Board authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed before the next Juvenile Board review.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: February 27, 2017

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of February, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

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

WHEREAS, TJJD standards also mandate the chief administrative officer to maintain and enforce a policy and procedures manual for the Juvenile department; and

WHEREAS, TJJD standards further mandate the Chief Administrative officer to review the policies and procedures on an annual basis, update them as necessary, and provide all employees with a copy of or access to these policies and procedures; and

WHEREAS, the Probation Services Division of the Dallas County Juvenile Department has made updates to policy and procedure approved in February 2016; and

WHEREAS, the updates are reflected in the current policies and procedures and each time a revision was made, the information was disseminated to staff via electronic mail, outlining the specific changes; and

WHEREAS, the updated policies and procedures manual has been uploaded to the common network drive for access and review by all staff; the Probation Services Policy and Procedures manual was updated on two different dates and the specific changes are noted below; and

WHEREAS, On August 29, 2016, the following modifications were made and the specific changes are as follow:

Addition:

Chapter 7 Specialized Supervision Section 9 (pgs. 172-175) was added
Youthful Offender Court

Chapter 7 Specialized Supervision Section 12 (pgs. 183-184) was added
Family Violence Intervention Program

Revisions:

Chapter 5 Specialized Supervision Section 12 (pgs. 116) was corrected
c. Juvenile replaced assigned juvenile probation officer

Chapter 9 Support Services Section 11 (pgs. 206-211) was revised
Volunteers, Interns and Mentors

WHEREAS, On January 31, 2017, the following modifications were made and the specific changes are as follow:

Additions:

Chapter 2 Case Management; Section 3 TechShare.Juvenile Data Entry (pg. 57 - 59) – Procedure D 18 and 19 was added

Chapter 5 Court; Section 17 Certified Juveniles (pg. 121) was added

Chapter 5 Court; Section 2 Administrative Triage Committee (pg. 100) was added

Chapter 6 Supervision; Section 6 Automatic Restriction of Access to Records and Sealing of Records (pg. 131) was added

Deletions:

Chapter 6 Supervision; Section 6 Exit Plans was deleted

Revisions:

Chapter 1 Juvenile Probation Officer Certification, Duties, and Responsibilities; Section 4 Duties of Juvenile Probation Officers (pg. 11) was revised

Chapter 1 Juvenile Probation Officer Certification, Duties, and Responsibilities; Section 11 Juvenile Transportation (pgs. 32 – 33) was revised

Chapter 2: Case Management; Section 11: Case File Transfers (pgs. 69 - 71) was revised

Chapter 4 Assessment; Section 1 Mental Health Assessment (formerly MAYSI-2) (pgs. 87 – 88) was revised

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Chapter 5 Court; Section 11 Court Reports (pg. 113 – 115) was revised

Chapter 5 Court; Section 14 Review Hearings (pg. 118) was revised

Chapter 5 Court; Section 14 Transfer Hearings and Sex Offender Registration Hearings (pg. 119) was revised

Chapter 6 Supervision; Section 2 Pre-Adjudication Intensive Supervision (pg. 123) was revised

Chapter 6 Supervision; Section 4 Case Plans (pgs. 125 – 126) was revised

Chapter 6 Supervision; Section 5 Case Management (formerly Level of Supervision) and Contact Schedule (pgs. 127 – 130) was revised

Chapter 7 Specialized Supervision; Section 1 Sex Offender Supervision Unit and Sex Offender Case Management Responsibilities (pg. 145 - 147) was revised; and

WHEREAS, this request conforms to the Dallas County Strategic Plan - Vision 3: Dallas County is *safe, secure and prepared*, as evidenced by a more comprehensive policy and procedure manual for staff to follow while serving referred youth and families; and

WHEREAS, a copy of this updated Probation Services Division Policy and Procedures Manual and a red-line version outlining all changes made since February 2016 have been reviewed and approved as to form by Administrative Legal Advisor Ms. Denika Caruthers; and

WHEREAS, copies of the updated manual have also been made available to the Juvenile Board members for review and approval; and

WHEREAS, once adopted, this policy and procedures manual will be made available for all staff.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the 2017 revision of the Probation Services Division Policy and Procedures Manual, and authorizes the Director of Juvenile Services or designee to modify any policy and procedure as needed prior to the next review by the Juvenile Board.

DONE IN OPEN BOARD MEETING this 27th day of February, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

H.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: February 27, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Juvenile Processing Offices – Carrollton PD, Garland PD, Hutchins PD, and Rowlett PD

Background of the Issue:

Amendments passed during the 77th Legislative Session assign 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 apprise the agency of their obligations and responsibilities when processing juveniles at the approved site.

Impact on Operations and Maintenance:

Carrollton Police Department

The Carrollton Police Department's Juvenile Processing Rooms #142-JPO1, #143-JPO2, and #112-JPO3 located at the Carrollton Police Department, 2025 E. Jackson Rd, Carrollton, Texas 75006 were previously designated as approved Juvenile Processing Offices on May 18, 2015, by this Department and the Dallas County Juvenile Board. These previously approved Juvenile Processing Rooms will no longer be used due to the Carrollton Police Department moving into a new building.

The Carrollton Police Department has moved into a new building located directly in front of the old building. The new building will maintain the same street address but a request has been made to approve new Juvenile Processing Offices in the new building. The proposed offices are Rooms 157-JPO1, 138-JPO2, 137-JPO3, 136-JPO4 and 135-JPO5 located at 2025 E. Jackson Rd., Carrollton, Texas 75006.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, and subsequent to this request, the Carrollton Police Department's Juvenile Processing Offices, rooms 157-JPO1, 138-JPO2, 137-JPO3, 136-JPO4 and 135-JPO5, located at 2025 E. Jackson Rd., Carrollton, Texas 75006 were personally inspected by Rudy Acosta, Deputy Director of Probation Services on January 26, 2017, and February 8, 2017. The site was determined to be suitable as a Juvenile Processing Office. The designated area is clearly identified with affixed signage.

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Detective Sheldon Blackwell, during the February 8, 2017, 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

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

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 representatives, and a copy will be maintained by the Juvenile Department.

In calendar year 2016, the Carrollton Police Department referred 81 juveniles to the Dallas County Juvenile Department. Of the 81 referrals, 50 (61.7%) were Hispanic, 23 (28.4%) were Black, 7 (8.6%) were White and 1 (1.2%) was Asian or Pacific Islander. And of the 81 referrals, 64 (79.0%) were male and 17 (21.0%) were female.

Garland Police Department

The Garland Police Department maintains Juvenile Processing Offices, room J1008 and J1015, located at the Garland Police Department, 1900 W. State Street, Garland, Texas 75042. The area was previously designated as an approved Juvenile Processing Office on February 23, 2015, 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 Garland Police Department's Juvenile Processing Offices, room J1008 and J1015, located 1900 W. State Street, Garland, Texas 75042 were personally inspected by Rudy Acosta, Deputy Director of Probation Services on January 10, 2017. The site was determined to be suitable as a Juvenile Processing Office. The designated area is clearly identified with affixed signage.

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Detention Supervisor Dan McDonald, 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 representatives, and a copy will be maintained by the Juvenile Department.

In calendar year 2016, the Garland Police Department referred 280 juveniles to the Dallas County Juvenile Department. Of the 280 referrals, 120 (42.9%) were Hispanic, 100 (35.7%) were Black, 56 (20.0%) were White and 4 (1.4%) were Asian or Pacific Islander. And of the 280 referrals, 207 (73.9%) were male and 73 (26.1%) were female.

Hutchins Police Department

The Hutchins Police Department maintains a Juvenile Processing Office, Patrol/Briefing Room, located at the Hutchins Police Department, 205 W. Hickman Street, Hutchins, Texas 75141. In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the Hutchins Police Department Juvenile Processing Office Patrol/Briefing Room located at the Hutchins Police Department, 205 W. Hickman Street, Hutchins, Texas 75141 was personally inspected by Leah Probst, Pre-Adjudication Manager, on January 11 and January 31, 2017. The site was determined to be suitable as a Juvenile Processing Office; and the designated area is clearly identified with affixed signage.

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Sergeant Frank Garcia, 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 representatives, and a copy will be maintained by the Juvenile Department.

In calendar year 2016, the Hutchins Police Department referred one juvenile, a Hispanic male, to the Dallas County Juvenile Department.

Rowlett Police Department

The Rowlett Police Department maintains a Juvenile Processing Office, Room 3, located at the Rowlett Police Department, 4401 Rowlett Road, Rowlett, Texas 75088. The area was previously designated as an approved Juvenile Processing Office on January 23, 2015, 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 Rowlett Police Department Juvenile Processing Office Room 3 located at the Rowlett Police Department, 4401 Rowlett Road, Rowlett, Texas 75088 was personally inspected by Rudy Acosta, Deputy Director of Probation Services on January 17, 2017. The site was determined to be suitable as a Juvenile Processing Office. The designated area is clearly identified with affixed signage.

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Detective David Mayne, 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 representatives, and a copy will be maintained by the Juvenile Department.

In calendar year 2016, the Rowlett Police Department referred 45 juveniles to the Dallas County Juvenile Department. Of the 45 referrals, 19 (42.2%) were Black, 17 (37.8%) were White, 6 (13.3%) were Hispanic, 2 (4.4%) were Asian or Pacific Islander, and 1 (2.2%) was American Indian or Alaskan Native. And of the 45 referrals, 38 (84.4%) were male and 7 (15.6%) 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*, by ensuring local law enforcement agencies adhere to Federal and State legislative mandates.

Legal Impact:

Law enforcement agencies must follow the Texas Family 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

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

first being taken elsewhere. The juvenile shall not be permitted contact with any adult who is in custody, charged with, or convicted of a crime.

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

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

- (1) The full investigation of each subject offense for which each child is taken into custody and all related offenses admitted to or alleged to be committed by said child, and may be used for temporary detention, for purposes of investigation of the identity and age of the juvenile, and for purposes of investigating and continuing the investigation of each subject offense and each related offense.
- (2) The completion of investigative and administrative paperwork concerning each subject and related offense and the taking of any oral, written, or magistrate confessions as may occur pertaining to each subject or related offense and for all other related investigative conduct such as fingerprinting, photographing, and other medical and/or scientific examinations or testing necessary to the investigation of the subject or related offenses.
- (3) The creation or completion of any essential forms and records, including, but not limited to, all police reports, offense reports, arrest reports, and supplements to said reports and other reports or records, required by the Juvenile Court or Title 3 of the Texas Family Code or other law or the particular law enforcement agency's procedures.
- (4) The photographing and/or fingerprinting of the child as authorized by Title 3 of the Texas Family Code or other applicable law. Warnings may be issued to the child as required or permitted by Title 3 of the Texas Family Code or other applicable law. An oral or written statement of the child may be taken and warning 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 Carrollton Police Department, rooms 157-JPO1, 138-JPO2, 137-JPO3, 136-JPO4 and 135-JPO5, located at 2025 E. Jackson Rd., Carrollton, Texas 75006.

The Juvenile Department recommends the Juvenile Board approve the Juvenile Processing Offices for the Garland Police Department, room J1008 and room J1015, located 1900 W. State Street, Garland, Texas 75042.

The Juvenile Department recommends the Juvenile Board approve the Juvenile Processing Office, Patrol/Briefing Room, for the Hutchins Police Department located at 205 W. Hickman Street, Hutchins, Texas 75141.

The Juvenile Department recommends the Juvenile Board approve the Juvenile Processing Office, Room 3, for the Rowlett Police Department located at 4401 Rowlett Road, Rowlett, Texas 75088.

Recommended by:



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

**JUVENILE PROCESSING OFFICE DESIGNATIONS
DALLAS COUNTY JUVENILE BOARD
(Revised 2/27/17)**

- 1) Addison Police Department
Juvenile Processing / Briefing Room
4799 Airport Parkway
Addison, TX 75001 972-450-7120
Detention Supervisor, Mr. Michael Meharg
- 2) Barbara Bush Middle School
room #D103 labeled as "Certified Juvenile
Processing Room"
515 Cowboy Parkway
Irving, TX 75063
Lt. Justin Essary (jessary@dcschools.com)
972-915-6429
- 3) Balch Springs Police Department
Juvenile Room / #1
12500 Elam Road
Balch Springs, TX 75180
Sgt. Walts 972-557-6036 Cell 469-853-3958
- 4) Baylor Health Care Dept. of Public Safety
Police Supervisors Room, Room 100.10-100.13
4005 Crutcher Street, Ste 100
Dallas, TX 75246 214-820-6193
Asst. Chief Jesse Gomez/Det. Marlena Colvin
- 5) Carrollton Police Department
Rooms 157-JPO1,138-JPO2
137-JPO3,136-JPO4, 135-JPO5
2025 Jackson Road
Carrollton, TX 75006
Sgt. Sheldon Blackwell 972-466-4328
- 6) Cedar Hill ISD Police Department
Briefing/Training Office
Door 5A entrance, Room 1 & 2
504 E. Beltline Rd.
Cedar Hill, TX 75104
Lt. Eddie Thompson 469-272-2088
- 7) Cedar Hill Marshal's Office
285 Uptown Boulevard, Room 7108
Cedar Hill, TX 75014
Marshall Leland Herron 972 291-1500 Ext.1048
- 8) Charlton Methodist Medical Center
3500 W. Wheatland-Juvenile Processing Office
Dallas, TX 75203
Deputy Chief Howard Hollins 214-947-7711
- 9) City of Combine Municipal Court
Combine Police Department
Judge's Office, Chief's Office
123 Davis Rd. Combine, TX 75159
Chief of Police Jack Gilbert
972-476-8790 (office) / 214-212-5103 (cell)
- 10) Cockrell Hill Police Department
Juvenile Processing Office
4125 W. Clarendon Drive
Dallas, TX 75211
Lt. Heraldo Hinojosa 214-939-4141

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

- 11) Coppell Police Department
Room 125/ Juvenile Processing Room
130 S. Town Center Blvd.
Coppell, TX 75019
Sgt. Bill Camp 972-304-3593
- 12) Dallas County Hospital District P.D.
Police Roll Call Room
5201 Harry Hines Blvd. Dallas, TX 75235
Capt. Richard D. Roebuck Jr. 214-590-4330
- 13) Dallas County Juvenile Justice Department
Detention Center and Probation Department
Detention Center Room B109
Henry Wade Juvenile Justice Department
2600 Lone Star Drive
Dallas, TX 75212 214-698-2200
- 14) Dallas County Schools Police Department
Juvenile Processing Room
8035 E. R.L. Thornton Freeway, suite 111
Dallas, TX 75228
Lt. Justin Essary (jessary@dcschools.com)
972-915-6429
- 15) Dallas County Sheriff's Department
Rooms C3-6 & C3-7
Frank Crowley Courts Building
133 North Riverfront Blvd.
Dallas, TX 75202
Detective Billy Fetter 214-653-3495
- 16) Dallas Independent School District P.D.
Holding Rooms A&B, Report Room, Shift
Briefing Room
1402 Seegar Street Dallas, TX 75215
Deputy Chief Gary Hodges (by
Communications Manager Wilford Davis)
214-932-5610 or 214-932-5613
- 17) Dallas P.D.- Specialized Investigations
Division – Operations Unit
1400 S. Lamar St.
Dallas, TX 75215
Lt. Michael Woodbury/Detective R.P. Dukes
214-671-4250/214-671-4255
- 18) Desoto P.D.
"Juvenile" Booking and Processing Office
714 E. Beltline Rd.
Desoto, TX 75115
Det. W. Tillman 469-658-3028
- 19) DFW International Airport P.D.
Public Safety Station 1, Conference Room 154
Small & Large Conference Room-CID
2900 East 28th Street
Airport, TX 75261
Sgt. Kara Cooper 972-973-3561
- 20) Duncanville ISD - Byrd Middle School
"Juvenile Processing Center" Room # 200F
1040 W. Wheatland Road
Duncanville, TX 75116
Lt. Justin Essary 972-915-6429
- 21) Duncanville High School
"Juvenile Processing Center"
Rooms L105, L105A, A118, B167 & B167B, J112
900 W. Camp Wisdom Rd.
Duncanville, TX 75116
Lt. Justin Essary (jessary@dcschools.com)
972-915-6429
- 22) Duncanville Kennemer Middle School
Room labeled as "Juvenile Processing Center"
7101 W. Wheatland Road
Dallas, TX 75249
Lt. Justin Essary (jessary@dcschools.com)
972-915-6429

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

- 23) Duncanville Police Department
Juvenile Processing Room, located in Lobby
203 E. Wheatland Road
Duncanville, TX 75116
Det. Kalef Jefferson 972-780-5037
- 24) Duncanville ISD - Reed Middle School
"Juvenile Processing Center" Room # 509
530 E. Freeman Road
Duncanville, TX 75116
Lt. Justin Essary 972-915-6429
- 25) Eastfield Community College P.D.
Room #N112-E
3737 Motley Drive
Mesquite, TX 75150
Cpt. Michael Horak 972-860-8344
- 26) Eastfield Community College P.D
Pleasant Grove Campus
Room #112-N
802 S. Buckner Blvd.
Dallas, TX 75217
Cpt. Michael Horak 972-860-8344
- 27) Farmers Branch Police Department
Juvenile Sect Rm. /Rm. 156
Interview Room 204
3723 Valley View Ln.
Farmers Branch, TX 75244
Sgt. T. Eoff 972-919-9352
- 28) Garland Police Department
Room J1008 & J1015
1900 W. State Street
Garland, TX 75042
Supervisor Don McDonald 972-485-4891
- 29) 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
- 30) South Grand Prairie High School
Room A122
301 W. Warrior Trail
Grand Prairie, TX 75052
Chris Moore, S.R. Officer 972-522-2560
- 31) South Grand Prairie High School
Dr. Vern Alexander Bldg., Room 101E
305 W. Warrior Trail Grand Prairie, TX 75052
Clint Blessing, S.R. Officer 972-237-4701
- 32) Grand Prairie High School
Room 501
101 High School Drive
Grand Prairie, TX 75050
Edward Rahman, S.R. Officer 972-809-5707
- 33) Grand Prairie Johnson D.A.E.P.
Room 13
650 Stonewall Drive
Grand Prairie, TX 75052
Louis Whittington, S.R. Officer 972-262-7244
- 34) Grand Prairie P.D.
Rooms J1, J2, J3, J4, J5, J6, 1008A, 1009, 1010
& 1029
1525 Arkansas Lane
Grand Prairie, TX 750502
Officer Teresa Coomes 972-237-8746
- 35) Grand Prairie Young Men's Leadership
Academy at Kennedy Middle School
Room C110C
2205 SE 4th Street
Adrian Gilmore, S. R. Officer 972-522-3688
- 36) 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

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

- 37) Hutchins Police Department
Patrol/Briefing Room
205 W. Hickman
Hutchins, TX 75141
Sgt. Frank Garcia 972-225-2225
- 38) Irving Police Department
Juvenile Holding Area, Interview Lineup
Report Writing Room, Report Writing Room,
Community services Division School Resource
Office, Juvenile Intake Lobby & Youth
Investigators Office
305 N. O'Connor Rd. Irving, TX 75061
Lt. Monty Vincent 972-721-2456
Lt. Byron Keyes 972-721-3610
Invest. Jerry Sanderford 972-721-3731
- 39) Irving Police Department
Report Writing Room
5992 Riverside Dr.
Irving, TX 75039
Lt. Monty Vincent 972-721-2456
- 40) Lancaster ISD P.D.
Elsie Robinson Middle School
Juvenile Processing Room LISD Police #86
822 W. Pleasant Run
Office Keith Wilkerson 972-218-3086
- 41) Lancaster ISD P.D.-Headquarters
Juvenile Processing Room 603
814 W. Pleasant Run Road
Lancaster, TX 75134
Chief Sam Allen 469-261-8889
- 42) Lancaster ISD P.D.-Lancaster High School
'Juvenile Processing Office'
Room G123, Police Office, Room C126A
200 Wintergreen Rd.
Lancaster, TX 75134
Chief Sam Allen 469-261-8889
- 43) Lancaster P.D.
Rooms A148 & B122
1650 North Dallas Avenue
Lancaster, TX 75134
Assistant Chief W.C. Smith 972-218-2726
- 44) Methodist Health System P.D.
Front Lobby
1441 N. Beckley Ave
Dallas, TX 75203
Sgt. Det. Mary Manzay 214-947-8802
- 45) Mesquite Police Department
Rooms 1016, 1019, 1021, 1022, 2008, 4045 &
4047
777 North Galloway Avenue
Mesquite, TX 75149
Lt. Mitch Kovalcik 972-216-6796
- 46) Ranch View High School
"Juvenile Processing Office" room C1314
8401 Valley Ranch Parkway East
Irving, Texas 75063
Michael Huffman 972-968-5025
- 47) Richland College P.D.
Pecos Hall-Rooms P161, P163, P170 P172 &
Kiowa Hall-Room K110
12800 Abrams Road
Richardson, TX 75243
Lt. Sena 972-761-6758
- 48) Richardson P.D.
Youth Crimes Unit/Rooms D-207, D208 & D211
140 North Greenville Avenue
Richardson, TX 75081
Sgt. Jaime Gerhart 972-744-4862

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

- 49) 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

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

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

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

- 53) University Park P.D.
Room 215, 2nd Floor
3800 University Boulevard
Dallas, TX 75205
Lieutenant John Ball 214-987-5360

- 54) 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

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

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

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: February 27, 2017

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of February, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, 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 Carrollton Police Department's Juvenile Processing Rooms #142-JPO1, #143-JPO2, and #112-JPO3 located at the Carrollton Police Department, 2025 E. Jackson Rd., Carrollton, Texas 75006 were previously designated as approved Juvenile Processing Offices on May 18, 2015, by this Department and the Dallas County Juvenile Board; these previously approved Juvenile Processing Rooms will no longer be used due to the Carrollton Police Department moving into a new building; and

WHEREAS, the Carrollton Police Department has moved into a new building located directly in front of the old building; the new building will maintain the same street address but the request has been made to approve new Juvenile Processing Offices in the new building; the proposed offices are Rooms 157-JPO1, 138-JPO2, 137-JPO3, 136-JPO4 and 135-JPO5 located at 2025 E. Jackson Rd., Carrollton, Texas 75006; and

WHEREAS, the Carrollton Police Department's Juvenile Processing Offices, Rooms 157-JPO1, 138-JPO2, 137-JPO3, 136-JPO4 and 135-JPO5 located at 2025 E. Jackson Rd., Carrollton, Texas 75006 were personally inspected by Rudy Acosta, Deputy Director of Probation Services on January 26, 2017 and February 10, 2017. The site was determined to be suitable as a Juvenile Processing Office. The designated area is clearly identified with affixed signage; and

WHEREAS, the Carrollton Police Department Juvenile Processing Office located at 2025 E. Jackson Rd., Carrollton, Texas 75006 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.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the Juvenile Processing Offices, Rooms 157-JPO1, 138-JPO2, 137-JPO3, 136-JPO4 and 135-JPO5 for the Carrollton Police Department located at 2025 E. Jackson Rd., Carrollton, Texas 75006.

DONE IN OPEN BOARD MEETING this 27th day of February, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: February 27, 2017

STATE OF TEXAS §

COUNTY OF DALLAS §

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Name	Name	Name
Name	Name	Name
Name	Name	Name

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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 Garland Police Department maintains Juvenile Processing Offices, Room J1008 and J1015, located at 1900 W. State Street, Garland, Texas 75042. The area was previously designated as an approved Juvenile Processing Office on February 23, 2015 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 Garland Police Department's Juvenile Processing Offices, Room J1008 and J1015, located 1900 W. State Street, Garland, Texas 75042 was personally inspected by Rudy Acosta, Deputy Director of Probation Services on January 10, 2017. The site was determined to be suitable as a Juvenile Processing Office. The designated area is clearly identified with affixed signage; and

WHEREAS, the Garland Police Department Juvenile Processing Office located at 1900 W. State Street, Garland, Texas 75042 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.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the Juvenile Processing Offices, Room J1008 and Room J1015, for the Garland Police Department located at 1900 W. State Street, Garland, Texas 75042.

DONE IN OPEN BOARD MEETING this 27th day of February, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

JUVENILE BOARD ORDER

ORDER NO: 2017-xxx

DATE: February 27, 2017

STATE OF TEXAS §

COUNTY OF DALLAS §

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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 Hutchins Police Department maintains a Juvenile Processing Office, Patrol/Briefing Room, located at the Hutchins Police Department, 205 W. Hickman Street, Hutchins, Texas 75141. The area was previously designated as an approved Juvenile Processing Office on September 24, 2001 by this Department and the Dallas County Juvenile Board; and

WHEREAS, in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the Hutchins Police Department Juvenile Processing Office Patrol/Briefing Room located at the Hutchins Police Department, 205 W. Hickman Street, Hutchins, Texas 75141 was personally inspected by Leah Probst, Pre-Adjudication Manager, on January 11 and January 31, 2017. The site was determined to be suitable as a Juvenile Processing Office, and the designated area is clearly identified with affixed signage; and

WHEREAS, the Hutchins Police Department Juvenile Processing Office 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.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Juvenile Processing Office for the Hutchins Police Department, Patrol/Briefing Room, located at the Hutchins Police Department, 205 W. Hickman street, Hutchins, Texas 75141.

DONE IN OPEN BOARD MEETING this 27th day of February, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: February 27, 2017

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of February, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, 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 Rowlett Police Department maintains a Juvenile Processing Office, Room 3 located at the Rowlett Police Department, 4401 Rowlett Road, Rowlett, Texas 75088. The area was previously designated as an approved Juvenile Processing Office on January 23, 2015 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 Rowlett Police Department's Juvenile Processing Office, Room 3, located at the Rowlett Police Department, 4401 Rowlett Road, Rowlett, Texas 75088 was personally inspected by Rudy Acosta, Deputy Director of Probation Services on January 17, 2017. The site was determined to be suitable as a Juvenile Processing Office. The designated area is clearly identified with affixed signage; and

WHEREAS, the Rowlett Police Department's Juvenile Processing Office 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.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the Juvenile Processing Office, Room 3, for the Rowlett Police Department located at 4401 Rowlett Road, Rowlett, Texas 75088.

DONE IN OPEN BOARD MEETING this 27th day of February, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

I



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: February 27, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Youth Services Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2017 with Café Momentum and Juvenile Justice Alternative Education Program (JJAEP) Food Bank

Background of Issue:

The Juror Fund program began in FY1991 and allows jurors the option of donating their juror per diem back to Dallas County. Juror Fund monies designated for the Dallas County Juvenile Department's use are allocated to service programs that focus on new or innovative approaches in assisting youth and the provision of services, which are not currently provided through the County budget. Administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Grant Services Division of the Dallas County Juvenile Department. Final approval of funding initiatives is granted by the Dallas County Juvenile Board and Commissioners Court. At its January 23, 2017, meeting, YSAB approved an allocation for one community organization, Café Momentum's STAR program. Additionally, YSAB approved an allocation for one departmental initiative, Juvenile Justice Alternative Education Program (JJAEP) - Food Bank program.

The purpose of this brief is to request approval of the Youth Services Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2017 and to request authorization to execute the attached Memorandum of Understanding for Café Momentum.

1. *Café Momentum: Structured Therapy for Adolescent Recovery (STAR)*--\$34,031

Café Momentum has served youth, with the Dallas County Juvenile Department, for six years by offering a restaurant training platform that provides post-release paid internships for juvenile offenders at no cost to Dallas County. They receive intensive culinary, job, and life skills training, as well as continued mentoring and support to foster successful reentry into the community. Café Momentum also utilizes wrap-around programming that focuses on areas such as employment, healthcare, basic urgent needs, legal advocacy, education, and housing. By adding a mental health care component, the interns' chances of success will greatly improve. This funding will assist Café Momentum in implementing Structured Therapy for Adolescent Recovery (STAR). This mental health component will engage clinicians to provide assessments, group therapy and individual therapy for their clients. Café Momentum anticipates positive behavioral changes, such as the ability to internalize emotions and feelings, increased engagement and alignment with family, and greater emotional and mental stability.

2. *Juvenile Justice Alternative Education Program (JJAEP) Food Bank--\$9,000*

The North Texas Food Bank School Pantry Program was discontinued in August 2016 due to a lack of funding. Food deliveries, with the exception of a produce drop program beginning in the Spring of 2017, stopped supplying staples to fill the Department's food pantry. The Food Bank aims to continue fulfilling families' food staples and hygiene requests with the assistance of the Juror Fund. This funding will allow the food pantry to remain operational and help fill the pantry for the remainder of the year. The Department will continue to combat food insecurity among our youth and their families by offering a healthy variety of food staples, as well as hygiene products.

Impact on Operations and Maintenance:

The current request will enhance services to youth. Requests for payments related to these initiatives will continue to be processed by Grant Services and will be executed in accordance with Dallas County policy.

Strategic Plan Compliance:

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

Legal Information:

Approval by the Dallas County Juvenile Board is required for allocation and expenditure of Juror Funds. The Memorandum of Understanding with Café Momentum has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers. Forms 1295 and Title VI have been completed per requirements. The agreements require the signature of the Chair of the Juvenile Board.

Financial Impact/Considerations:

All initiatives identified in this request are supported by the Juror Fund (Funding Source 203-94065). The Café Momentum's STAR program will receive \$34,031.00. The Department's Food Bank will receive \$9,000.00. The new allocations will bring the FY2017 total to \$283,231.00. This information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Performance Impact Measures:

All juror fund grant applications include performance measures for the proposed program/service. The grant recipients will be required to periodically report performance outcomes and grant recipients with a Memorandum of Understanding are required to periodically report performance measures outcomes as outlined in the attached application for the funded program/service.

Project Schedule/Implementation:

All initiatives and programs will take place during fiscal year 2017. The agreement with Café Momentum is from March 1, 2017 to September 30, 2017.

Recommendation:

The Department respectfully requests the Dallas County Juvenile Board approve the Youth Services Advisory Board's recommendation for a juror fund allocation for FY2017 in the amount of \$43,031.00.

Recommended by:



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

**MEMORANDUM OF UNDERSTANDING
BETWEEN CAFÉ MOMENTUM
AND
DALLAS COUNTY JUVENILE DEPARTMENT**

This Memorandum of Understanding (MOU), effective from March 1, 2017 to September 30, 2017, is entered by and between Café Momentum (Contractor) and Dallas County Juvenile Department (DCJD) along with Youth Services Advisory Board (YSAB), collectively referred to as (County).

INCORPORATED DOCUMENTS

All documents below are incorporated herein by reference. Contractor agrees to provide Services in the implementation and operation of the Program as described in the following:

- A. (Exhibit A), Contractor's Juror Fund Grant Application to the Youth Services Advisory Board (YSAB) for Café Momentum dated January 5, 2017;
- B. (Exhibit B), Attachment A, Contract Specifications.
- C. (Exhibit C), Attachment B, Juvenile Department Title VI Assurances.
- D. (Exhibit D), Attachment C, Certificate of Interested Parties 1295.

ORDER OF PRECEDENCE

In the event of any inconsistency between the provisions of this Contract and any incorporated documents as described herein, it is agreed by all parties that the provisions of this Contract shall take precedence.

Café Momentum and Dallas County have been working together since 1995.

SCOPE OF WORK

Contractor agrees to provide services in accordance with the Contractor's Juror Fund Application (Exhibit A) and Services as described in the Attachment A, Contract Specifications (Exhibit B).

ASSURANCES

1. Contractor understands that under no circumstances should individuals working on behalf of Contractor, under this MOU (including but not limited to full-time and part-time employees, contract staff, and case managers) working directly with Café Momentum interns have contact or any type of interaction with youth/families involved in program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's ORI #TX057013G.
2. Café Momentum understands that the names of individuals working on behalf of Café Momentum, under this MOU directly with Café Momentum clients must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.
3. Contractor understands that individuals directly involved in the Structured Therapy for Adolescent Recovery (STAR) program on behalf of Contractor must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.

Café Momentum MOU with DCJD 2017 (YSAB)

4. Contractor must ensure that staff directly involved in the Program, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.
5. Contractor understands that individuals working on behalf of Contractor, under this MOU (including but not limited to full-time and part-time employees, contract staff, and case managers) must be trained on Prison Rape Elimination Act.
6. Contractor understands that individuals working on behalf of the Contractor, under this MOU (including but not limited to full-time and part-time employees, contract staff, and case managers) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential. On campus photography, recording, videos and digital imaging are prohibited without the explicit consent of the Chief Juvenile Probation Officer/Executive Director, or their designee if the client is under the custody of the Chief Juvenile Probation Officer/Executive Director. The Director reserves the right to deny the use of any photo or video at his/her sole discretion. In accordance with the Texas Family Code and national standards, neither the Dallas County Juvenile Department nor the Juvenile Court permit public access to case records or to any information which might lead to public disclosure of the identity of children on probation or in custody. Consent must be obtained by the parent and/or the legal guardian if the intern is not in the custody of the Chief Probation Officer.
7. Contractor will provide the County via Juvenile Department through YSAB reports including programmatic and financial data as the County deems reasonably necessary to monitor and evaluate the activities and services pursuant to this contract. Contractor agrees to recognize and complete all performance measures/indicators contained in YSAB's Juror Fund Grant Application dated January 5, 2017. (Attached as Exhibit A.).
8. Contractor will supply all materials, equipment and durable goods necessary to the program.
9. YSAB with the assistance of the Grant Services Unit of the Dallas County Juvenile Department agrees to allocate funds not to exceed \$34,031.00 from its Juror Funds to support the (Contractor's STAR Programming) as approved in Juvenile Board on January 23, 2017.
10. Total payment for FY2017 will not exceed thirty-four thousand thirty-one dollars (\$34,031.00). County's payment will be based on an hourly rate of thirty-one dollars and fifty-one cents (\$31.51) not to exceed 1,080 clinical hours for a total of thirty-four thousand thirty-one dollars (\$34,031.00). At the conclusion of the year, Contractor will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred, and actual revenue received (if any).
11. Invoicing for services will be due on or before the fifth (5th) of the first month after the submittal of reporting requirements for each quarter period (ending December 31, March 31, June 30, September 30) to Juvenile Department.
12. County's payment will be due to Contractor within thirty (30) days of receipt of an invoice for the appropriate amount.
13. Contractor agrees that a temporary delay in making payments due to the county's accounting and disbursement procedures shall not place them in default of this Contract and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.

Café Momentum MOU with DCJD 2017 (YSAB)

14. Contractor agrees to spend all funds as represented in the Juror Fund Grant Application to YSAB.
15. Contractor understands that The Dallas County Juvenile Department maintains the right to take ownership of non-expendable equipment (equipment that can have a life of more than two years) purchased with juror grant funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.
16. Contractor agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.
17. The Term of this MOU shall be from March 1, 2017 to September 30, 2017.
18. This contract may be automatically renewed for additional twelve month periods under the same terms and conditions. Such renewals shall be at the discretion of the Dallas County Juvenile Department and the Youth Services Advisory Board.

TITLE VI OF THE CIVIL RIGHT ACT OF 1964

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or vendors that it will affirmatively ensure that any contract entered into pursuant to this advertisement or agreement, disadvantaged business enterprises will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award if applicable.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds). The Juvenile Department Title VI Assurances are attached to this MOU (Exhibit C).

CERTIFICATE OF INTERESTED PARTIES 1295

In 2015, the Texas Legislature adopted House Bill 1295. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. (Exhibit D).

INSURANCE

It is Contractor'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 Contractor program. There is also an additional umbrella policy of \$2,000,000 for events related to the covered activity but not outlined in the policy.

Contractor shall, at all times during the term of this Contract and at its own expense, provide and keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an Employer's liability limit of:

Bodily injury by accident – FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident;
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each employee; and
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit.

INDEMNIFICATION

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

CHOICE OF LAWS AND VENUE

In providing Services required by this MOU, the parties must observe and comply with all licenses, legal certifications, or inspections required for the Services, or materials, and all applicable Federal, State, and local statutes, ordinances, rules, and regulations. This MOU shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas. All statutes and law stated herein shall be updated as amended.

SEVERABILITY

If any provision of this MOU is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

SOVEREIGN IMMUNITY

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

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

DALLAS COUNTY JUVENILE BOARD:

BY: _____
Terry Smith, Executive Director
Dallas County Juvenile Department


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

BY: _____
County Judge Clay Jenkins
Dallas County Juvenile Board

APPROVED AS TO FORM*:

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

CONTRACTOR'S NAME:

BY: 
Aimee Griffiths, Chief Operating Officer
Café Momentum

Dallas County Juvenile Department



Putting Youth First

Please send completed application materials to:

Dr. Terry S. Smith
Youth Services Advisory Board Liaison
Dallas County Juvenile Department
2600 Lone Star Drive
Dallas, Texas 75212

Questions regarding the application process may be directed to:

Stephanie Bays
Dallas County Juvenile Department
Stephanie.Bays@dallascounty.org
214-698-5578

Community-Based Organization Application

I. Contact Information

a. Contact Name and Title:

Mandy Aguilar

b. Organization Name:

Café Momentum

c. Program/Project Name:

STAR – Structured Therapy for Adolescent Recovery

d. Amount requesting:

\$34,031

e. Address:

1510 Pacific Ave., Dallas, TX 75201

f. Email:

mandy@cafemomentum.org

g. Phone number:

214-534-5537

h. Organization website (if applicable):

www.cafemomentum.org

Dallas County Juvenile Department



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II. Organization Information

a. What is the mission of your organization?

Café Momentum, a Dallas-based restaurant and culinary training facility, transforms young lives by equipping our community's most at-risk youth with life skills, education and employment opportunities to help them achieve their full potential.

b. Please provide a brief history of organization (including the year it was founded), its focus and its current programs (maximum 250 words).

Café Momentum is a restaurant training platform that provides post-release paid internships for juvenile offenders, through which they receive intensive culinary, job, and life skills training as well as continued mentoring and support to foster successful reentry into the community. In addition to significantly reducing recidivism, we create opportunities for long-term, sustainable employment for a demographic that would otherwise continue to burden the justice system and taxpayers.

Café Momentum debuted in 2010 as a program of Youth With Faces (YWF, formerly Youth Village Resources of Dallas). Inspired by the success of YWF's culinary program at the Dallas County Youth Village, our founders envisioned a paid internship with the possibility of permanent employment to incentivize positive choices and ease the reintegration process once the young men were released. Café Momentum held its first pop-up dinner in June 2011 and hosted 42 sold-out dinners prior to opening the restaurant, working with 172 young men. Café Momentum became a separate legal entity in June 2012 and has operated independently since April 1, 2013. The Café Momentum restaurant opened on January 29, 2015. Since the restaurant opening, we have served 268 interns with 20 new interns entering quarterly.

c. Does your organization possess Workers Compensation Insurance, Commercial General Liability Insurance, and Commercial Automotive Liability Insurance? Yes: No:

i. What is the minimum limit of liability on each policy listed above?

Café Momentum possesses Workers Compensation Insurance and Commercial General Liability Insurance, but we do not possess Commercial Automotive Liability Insurance.

Workers Compensation:

- Bodily Injury by Accident - \$1,000,000 Each Accident
- Bodily Injury by Disease - \$1,000,000 Each Employee

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- Bodily Injury by Disease - \$1,000,000 Policy Limit

Commercial General Liability Insurance:

- General Aggregate Limit - \$2,000,000
- Products Completed Operations Aggregate Limit - \$2,000,000
- Personal and Advertising Limit - \$1,000,000
- Each Occurance Limit - \$1,000,000
- Damage to Premises Rented to You Limit - \$100,000
- Medical Expense Limit - \$5,000

- ii. Please attach proof of insurances listed above.

Attached

- d. Any organization representatives in contact with youth under juvenile department supervision must complete the Dallas County Juvenile Department volunteer training and maintain all Prison Rape Elimination Act of 2003 standards. This includes a training session and a background check. Is your organization able to maintain these standards and requirements? Yes: No:

- e. How did you hear about this funding source?

This funding source was brought to our attention by Dr. Terry Smith, Executive Director of Dallas County Juvenile Department.

- f. Has your organization worked with any juvenile departments (including Dallas County) within the state of Texas? Yes: No:

- i. If yes, please list the type of program, where and when it occurred (approximately how many years)

We have had the pleasure of working with Dallas County Juvenile Department since our inception, approximately 6 years. We began working with the Department during our monthly pop-up dinners starting in June 2011. Each dinner engaged 8 youth from Dallas County Youth Village, and they learned culinary and social skills as they cooked and served dinner for our guests at restaurants across Dallas. Since the restaurant opened in 2015, we have worked with the Department and its probation officers to refer the most at-risk youth to our Internship program.

Dallas County Juvenile Department



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III. Proposed Program

a. Why is this program/project needed (need statement) (maximum 250 words)?

In order for our interns to experience success in our program and in larger society, their lives must be stable. Our wraparound programming focuses on stabilization areas such as employment, healthcare, basic urgent needs, legal advocacy, education, and housing. Adding mental health care to our stabilization program will greatly improve our interns' chances of success.

The Dallas County Juvenile Department cites research that suggests that 70% of juveniles in the system have some form of mental illness, and that 20% have a dual diagnosis. Additionally, misdiagnosis is easy and frequent, which helps explain why so many interns tell us that they have a disorder, yet they are not under a doctor's care. Trauma-informed care research states that our youth often experience a disconnect between the hippocampus and the frontal lobe. This disconnect, coupled with how typical adolescents respond to certain situations, leads to a gap between consequences, mindfulness, accountability, coping skills, and decision making.

Without a robust mental health component to our program, our clients experience continued issues with aggression, anger management, and conflict resolution. They exhibit an inability to deal with triggers and stressors, and they are unable to process grief and loss that they experience in their lives. We see interns struggling with substance abuse and poor family relationships. Finally, interns continue to make poor and ineffective choices, particularly when peer pressure is involved. While our programming addresses all of these issues in group discussions, none are being addressed clinically or through a therapeutic method.

b. How does this program address the need (program design) and what will this funding do to address the need (maximum 250 words)?

Cafe Momentum proposes adding the STAR (Structured Therapy for Adolescent Recovery) component to our Internship programming. Through our MOU and partnership with Dallas County, we will utilize the County's partnership and MOU with UT Southwestern to engage their clinicians for this program. Clinicians will provide cognitive behavioral therapy for our interns to address the trauma and psychological issues that they face. We expect to utilize 1,080 hours of clinical work. The STAR component, combined with the trauma informed care that we provide through our programming, will provide positive changes for our interns.

Orientation:

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Orientation lasts for 9 weeks, during which clients access life and leadership skills training and vocational training. In order to complete Orientation, each client must attend three small group therapy sessions and undergo clinical evaluations.

Internship:

Once a client completes Orientation and begins the Internship in our restaurant, they will continue group therapy sessions. There are four phases to the Internship, and interns must attend two group therapy sessions per phase in order to move to the next phase. Many interns will continue to individual therapy per clinicians' recommendations. Should the need arise for further treatment, we will engage our community resources. As an intern prepares to leave our program, he or she will complete post-program evaluations so that we can gauge his or her progress.

Funding received from the Dallas County Juror Fund will enable us to add this vital component to our Internship, engage the clinicians from UT Southwestern, and pay for their hourly rate.

- c. Where will this program/project take place (maximum 250 words)?

Group therapy sessions and evaluations will take place at our restaurant and training facility, 1510 Pacific Avenue, Dallas, TX 75208. Subsequent individual therapy sessions will be conducted either at our restaurant and training facility or off site at the service provider's clinical offices.

- d. What is the program/project target population (maximum 250 words)?

In order to be accepted into the Internship, a youth must be between 15 – 19 years of age and must be on probation or have been released from detention within a year. We work with the Dallas County Juvenile Department to ensure that their probation officers refer the most at-risk youth to us. Café Momentum is not punitive in nature; these young people choose to make a yearlong commitment to our program and take the first steps to becoming successful adults.

Our interns are 66% African-American, 31% Hispanic/Latino, and 3% Caucasian. Approximately 62% of interns are homeless at some point during their tenure in our program, and 82% of their families receive public assistance. Many are victims of abusive homes, inadequate education, unsafe neighborhoods, and limited resources.

Our interns come from facilities such as Dallas County Youth Village, Letot Girls' Residential Treatment Center, and the Evening Reporting Center.

- e. Expected number of unduplicated program beneficiaries:

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We expect 110 unduplicated program beneficiaries in 2017.

- f. Who are the key individuals implementing this program and what are their qualifications (maximum 250 words)?

Chad Houser, Executive Director: After 17 years as a chef, Chad sold his partnership of Parigi Restaurant to devote his full attention to Café Momentum in 2012. In the community, Chad has previously served as President of the board of directors for Dallas Farmers Market Friends and as Vice Chair of the El Centro Exes Association (he received his culinary training at El Centro), where is also a member of the El Centro College Food and Hospitality Institute "Hall of Fame." Chad has received multiple nominations from D Magazine for "Best Up-And-Coming Chef" (2010) and "Best Chef" (2011 and 2012). In 2011, he received the Edible Dallas/Fort Worth "Local Hero - Chef" award. Most recently, Chad was selected as Dallas Business Journal's "40 Under 40," and as one of the United States Junior Chamber's 2015 Ten Outstanding Young Americans. He has been named to the "Top 50 Under 40" by the Social Enterprise Alliance.

Joshua Boyce, Case Manager: Joshua joined the Cafe Momentum staff in August 2015. He graduated from The University of Texas at Arlington with a Bachelor of Science in Psychology, and has a Master of Science in Counseling Psychology from Tennessee State University. His experience in criminal justice includes working as a Detention Service Officer for Dallas County Sheriff's Department (2007-08), and as a Mental Health Clinician (Intern) for a Level 3 juvenile facility in Nashville, TN (2013-14). Joshua spearheads our community mental health resources program for the case management team.

- g. Please provide a brief summary of the intended purpose for this grant (No more than 4 sentences).

Cafe Momentum proposes to add STAR, a mental health component, to our Internship program to address the trauma and psychological issues our at-risk young interns face. Through our partnership with Dallas County, we will engage clinicians from UT Southwestern to provide group therapy and individual therapy for our clients. Through pre- and post-program administration of several psychological evaluations and the New General Self-Efficacy Scale, we will be able to track the program's effect on our interns. We expect positive behavioral changes such as the ability to internalize emotions and feelings, increased engagement and alignment with family, and greater emotional and mental stability.

IV. Project Evaluation

- a. What are the program/project objectives?

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The overall objective of our Internship program is to help our interns become successful adults. The addition of STAR will help us accomplish that objective by addressing their psychological needs.

STAR objectives include:

- All program participants will have access to mental health services.
- Participating interns will grow their self-efficacy.
- Interns will improve work-readiness.
- Interns will grow emotional and social intelligence.
- We will utilize our program community partnerships to provide access to robust mental health services.

b. What are the program/project goals?

- 100% of our program participants will have an initial assessment.
- 75% of interns will have a positive improvement in self-efficacy outcomes.

c. List the output measures. (What your program activities produce; this often includes the quantifiable measures. Please list the expected quantity if applicable, such as 200 hours of counseling.)

- 1,080 clinical hours delivered, including group therapy, individual therapy, and psychological evaluations.
- 110 youth will have access to the STAR program and group therapy sessions
- 80 youth will have positive outcomes in improved work readiness
- 70 youth will demonstrate positive outcomes in trauma treatment
- 82 interns will have positive improvements in self-efficacy outcomes

d. List the expected outcome measures. These are the benefits, impact or changes in behavior after program activities are completed.

Our interns need to discuss and understand societal and cultural competencies, create supportive empathy between all parties in our workplace; and develop the ability to receive feedback for positive outcomes. Our aim is to increase self-awareness, self-efficacy, increase social comfort, become confident in new behaviors, and promote genuine interactions with others.

We expect the following changes in behavior after completing the program activities:

- Ability to address needs without being prompted
- More open, receptive, and engaged

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- Exhibit emotional and mental stability
- Proactively seek advancement of personal care
- Increase in family engagement
- Ability to internalize and understand feelings and emotions
- Exhibit greater emotional intelligence
- Increased intuitive decision making skills
- Positive change in self-efficacy

e. Evaluation methodology (what data will be collected and how).

The UT Southwestern clinicians will administer evaluations during orientation and as the interns leave the program. They will utilize a cognitive evaluation, a workforce readiness evaluation, and a trauma evaluation pre-test. They will also administer post-test workforce readiness and trauma evaluations. They will collect the data using their professional methodology and will be able to track the rate of change from the pre-test to the post-test.

Through pre- and post-test administration of the "New General Self-Efficacy Scale" (Chen, Gully, Eden, 2001), Cafe Momentum will measure interns' increase in self-efficacy as a result of our programming and the therapy provided by UT Southwestern.

V. Budget Estimate

a. List other funding sources or proposed funding sources for this project.

While we do not have other proposed funding sources for this new component of our program, we are working to develop partnerships with community mental health resources including Metrocare, the Grant Halliburton Foundation, and Phoenix House. We also have an established relationship with Parkland Health and Hospital System. Once established, and in addition to help from UT Southwestern via this grant, these community resources will round out our mental health offerings and will enable us to provide a robust service for our clients.

b. Please provide a line item budget for this proposed project.

Position	Salary	Total Cost
STAR Clinicians	\$31.51/hour	\$34,031.00
TOTAL		\$34,031.00

Dallas County Juvenile Department



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- c. Budget Narrative: The narrative should include a detailed budget summary that describes the method to calculate each line-item and how the funding will be used for this particular project (maximum 250 words).

Position	Salary	Description	Population Served	Total Cost
STAR Clinicians	\$31.51/hr	We utilized the hourly rate of \$31.51 as supplied by the Dallas County Juvenile Department to calculate the cost of the program. We expect to utilize approximately 1,080 hours for group and individual therapy, pre- and post-program evaluations, and other clinical services as needed.	110 at-risk youth in the Café Momentum Internship Program.	\$34,031.00
TOTAL				\$34,031.00

Application Completed By:	
Print Name: Mandy Aguilar	Title: Director of Development
Signature: <i>Mandy Aguilar</i>	Date: (mm/dd/yyyy) 01/05/17

ATTACHMENT A

Contract Specifications

Café Momentum-Structured Therapy for Adolescent Recovery Program

I. **COST:** \$34,031.00

II. **PROGRAM SCHEDULE:**

A. **Service Week:** Group and individual therapy will be offered Monday and/or Tuesday during a client's Orientation. Group and individual therapy will be offered Thursday, Friday, and/or Saturday during Phases 1-4 of the Internship. Evaluations will also be offered during these days.

B. **Service Hours:** During Orientation and Phases 1 - 4, clinicians are allotted a 1 hour - 1.5 hour time slot for group sessions. Interns would receive 3 group sessions during Orientation and 3 group sessions per each Phase. Clinicians will recommend individual therapy for interns who demonstrate a need for it. These individual sessions will last 1 hour. We expect to utilize approximately 1,080 hours per year for group and individual therapy, pre- and post-program evaluations, and other clinical services as needed.

C. **Service Delivery Location:** 1510 Pacific Ave. Dallas, TX 75201

III. **PROGRAM COMPONENTS**

A. **Group Therapy** – 1 to 1.5 hour sessions in small groups (6-7 clients).

B. **Individual Therapy** – 1-hour sessions wherein clients meet one on one with a clinician for more intensive therapy.

C. **Evaluations** - The clinicians will administer evaluations during orientation and as the interns leave the program. They will utilize a cognitive evaluation, a workforce readiness evaluation, and a trauma evaluation pre-test. They will also administer post-test workforce readiness and trauma evaluations.

IV. **PROGRAM MECHANICS**

A. **Length of stay:** The STAR program is a component of our Internship program, which averages 12 months.

- B. **Holiday Schedule:** The STAR program will remain on a regular schedule contingent upon Cafe Momentum's hours of operation for any holiday period. Interns, staff, and clinicians will be notified of any necessary changes before hand of when the organization is closed.
- C. **Summer Schedule:** This program operates year-round.
- D. **Transportation:** Interns are provided with DART passes throughout orientation, Phases 1, and Phase 2. The organization's Tiers of Success model allows for the intern to have complete autonomy of providing his or her own transportation for Phases 3 and 4.
- E. **Meals/Snacks:** Interns and staff are provided with pizza during orientation, and a selected option of meals as they reach Phases 1 - 4 (Thursday, Friday, and Saturday).

V. **DIRECT CARE STAFF AND MINIMUM QUALIFICATIONS**

A. **Clinicians:**

- i. Education, Experience, and Training: Successful completion of a Master's degree from an accredited college or university in Psychology, or in a job related field of study.
- ii. Minimum one (1) year pre-/post-graduate level supervised experience providing psychological services including psychotherapeutic services which may be obtained while pursuing a Master's degree through the completion of a practicum program. Provisional license or position may be underfilled at job grade FM minimum until provisional licensed (passed test) is obtained, not to exceed 18 months from hire. Training and experience in administering, scoring, and interpreting psychological assessments is preferred.
- iii. Knowledge of standard software applications. Ability to communicate both verbally and in writing, and establish and maintain effective working relationships with employees, department, and the general public. Must possess a valid Texas Driver's License, with a good driving record. Must pass an extensive background investigation.

B. **Café Momentum Case Managers**

- i. High School Diploma or equivalent required.
- ii. Minimum one year of case management experience
- iii. Work experience in a nonprofit organization preferred.
- iv. Experience in creating and delivering educational/support programs in a nonprofit environment a plus.
- v. Basic computer and data entry skills. Microsoft Office experience required.

- vi. Salesforce or other database program experience a plus.
- vii. Exceptional organizational skills, self-motivated and ability to work independently required.
- viii. Ability to work and multi-task in a fast-paced, stressful environment.
- ix. Ability to effectively communicate both orally and in writing.
- x. Must possess strong moral character and ability to serve as a positive role model to the interns.
- xi. Ability to form strong, positive relationships with employees, interns and family, and community partners.
- xii. Valid driver's license, reliable transportation, and insurance are required. Must be able to provide transportation when needed.
- xiii. Bi-lingual skills is a plus.
- xiv. Must be able to pass a strict background check and meet the qualifications required of the Dallas County Juvenile Department.

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all vendors that it will affirmatively ensure that any contract, bid, Memorandum of Understanding or Agreement entered into will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, the U.S. Department of Health and Human Services, and the U.S. Department of Education, the U.S. Department of Justice as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration, the U.S. Department of Health or Human Services, or the U.S. Department of Education may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal- aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));

Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64. Title V, Part A, of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the implementing regulations in 34 CFR Part 100; Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination), and the implementing regulations in 34 CFR Part 106; Section 504 of the Rehabilitation Act of 1973, as amended (prohibition of discrimination on the basis of handicapping condition), and the implementing regulations in 34 CFR Part 104; and the Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age) and the implementing regulations in 34 CFR Part 110, Family Educational Rights and Privacy Act (FERPA) of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Representations/Warranties

The Contractor also makes the following representations and warranties to Dallas County (and the Juvenile Department):

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

D. Title VI Complaints

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI will be notified of their right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such complaint must be filed in writing or in person with the Dallas County Title VI Coordinator:

Dallas County Human Resources
c/o: Dallas County Director of Human Resources and Title VI Coordinator
509 Main St., 1st Floor, Ste. 101, Records Building

Dallas, TX 75202
(214) 653-7638 (phone)
(214) 653-7608 (fax)

A copy of Dallas County Title VI Non-Discrimination Plan and Documents, and complaint forms, may be obtained at http://www.dallascounty.org/department/HR/title_vi.html or at the address above.

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530. More information on Title VI is available from the Justice Department online at www.justice.gov.

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the U.S. Department of Transportation, the U.S. Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

E. Enforcement

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States, including the U.S. Department of Justice, and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name: Cafe Momentum

Ameri Saffick
Signature, Authorized Representative of Contractor

1/30/17
Date

chief operating officer
Title

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: February 27, 2017

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of February, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, the Juror Fund program began in FY1991 and allows jurors the option of donating their juror per diem back to Dallas County. Juror Fund monies designated for the Dallas County Juvenile Department’s use are allocated to service programs that focus on new or innovative approaches in assisting youth and the provision of services, which are not currently provided through the County budget. Administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Grant Services Division of the Dallas County Juvenile Department. Final approval of funding initiatives is granted by the Dallas County Juvenile Board and Commissioners Court. At its January 23, 2017 meeting, YSAB approved an allocation for one community organization, Café Momentum’s STAR program. Additionally, YSAB approved an allocation for one departmental initiative, JJAEP’s Food Bank program; and

WHEREAS, the purpose of this brief is to approve the Youth Services Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2017 and to request authorization to execute the attached Memorandum of Understanding for Café Momentum; and

WHEREAS, Café Momentum’s Structure Therapy for Adolescent Recovery is requesting \$34,031. Café Momentum has served youth, with the Dallas County Juvenile Department, for six years by offering a restaurant training platform that provides post-release paid internships for juvenile offenders. They receive intensive culinary, job, and life skills training, as well as continued mentoring and support to foster successful reentry into the community. Café Momentum also utilizes wrap-around programming that focuses on areas such as employment, healthcare, basic urgent needs, legal advocacy, education, and housing. By adding a mental health care component, the interns’ chances of success will greatly improve. This funding will assist Café Momentum in implementing Structured Therapy for Adolescent Recovery (STAR). This mental health component will engage clinicians to provide assessments, group therapy and individual therapy for their clients. Café Momentum anticipates positive behavioral changes, such as the ability to internalize emotions and feelings, increased engagement and alignment with family, and greater emotional and mental stability; and

- WHEREAS,** the Juvenile Justice Alternative Education Program (JJAEP) Food Bank is requesting \$9,000. The North Texas Food Bank School Pantry Program was discontinued in August 2016 due to a lack of funding. Food deliveries, with the exception of a produce drop program beginning in the Spring of 2017, stopped supplying staples to fill the Department's food pantry. The Food Bank aims to continue fulfilling families' food staples and hygiene requests with the assistance of the Juror Fund. This funding will allow the food pantry to remain operational and help fill the pantry for the remainder of the year. The Department will continue to combat food insecurity among our youth and their families by offering a healthy variety of food staples, as well as hygiene products; and
- WHEREAS,** the current request will enhance services to youth. Requests for payments related to these initiatives will continue to be processed by Grant Services and will be executed in accordance with Dallas County policy; and
- WHEREAS,** this request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system; and
- WHEREAS,** approval from the Dallas County Juvenile Board is required for allocation and expenditure of Juror Funds. The Memorandum of Understanding with Café Momentum have been approved as to form by Administrative Legal Advisor Denika Caruthers and Forms 1295 and Title VI have been completed per requirements. The agreements require the signature of the Chair of the Juvenile Board; and
- WHEREAS,** all initiatives identified in this request are supported by the Juror Fund (Funding Source 203-94065). The Café Momentum's STAR program will receive \$34,031.00. The Juvenile Justice Alternative Education Program (JJAEP) Food Bank will receive \$9,000.00. The new allocations will bring FY2017's total to \$283,231.00. This information has been reviewed and approved by Ms. Carmen Williams, Budget Manager; and
- WHEREAS,** all juror fund grant applications include performance measures for the proposed program/service. The grant recipients will be required to periodically report performance outcomes and grant recipients with a Memorandum of Understanding are required to periodically report performance measures outcomes as outlined in the attached application for the funded program/service; and
- WHEREAS,** all initiatives and programs will take place during fiscal year 2017. The agreement with Café Momentum is from March 1, 2017 to September 30, 2017.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED the Dallas County Juvenile Board approve the Youth Services Advisory Board's recommendation for a juror fund allocation for FY2017 in the amount of \$43,031.00.

DONE IN OPEN BOARD MEETING this 27th day of February, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

J.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: February 27, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Memorandum of Understanding between Dallas County Juvenile Department and Youth With Faces (YWF), Culinary Arts Program

Background of Issue:

Youth With Faces ("YWF") was founded in 2001 to assist youth in custody with the Dallas County Juvenile Department ("DCJD"). Before expanding into multiple DCJD facilities, Youth With Faces was known as Youth Village Resources of Dallas, Inc. YWF offers youth services and opportunities to learn and practice foundational character, work and life skills needed to be capable, and become contributing members of the community. YWF operates programs at Youth Village, Medlock Residential Treatment Facility and Letot Residential Treatment Center. YWF programs have proven successful in developing pro-social behaviors and outcomes for youth who take advantage of our programs. These programs will equip the youth for short and long-term success in the community. YWF programs do this by creating community and network resources to build a strong future and a path to success for each youth. YWF programs help our youth overcome barriers to education, employment and healthy living. They do this by providing hands-on training, resources and coaching that is flexible enough to address each individual's needs. Youth With Faces currently delivers the Culinary Arts program at: Dallas County Youth Village, Medlock Treatment Facility, and Letot Residential Treatment Center.

The purpose of this briefing is to request authorization to execute the attached Memorandum of Understanding with YWF.

Impact on Operations and Maintenance:

The services provided by Youth With Faces will occur at the Dallas County Youth Village, Medlock Treatment Facility, and Letot Residential Treatment Center. YWF will provide all materials, equipment and durable goods necessary to the program. YWF Culinary Arts program modules include two classes per week for a six-week period. YWF will operate this program four times each year at Youth Village, Medlock, and Letot RTC. The Culinary Arts operating at Letot RTC includes an additional 12 weeks of culinary arts training. The Culinary Arts training at Letot RTC follows a 3-phase curriculum designed specifically for the young women. Youth receive the Cooking Matters certification and are eligible for monthly paid internship events including Café Momentum shadow dinners, paid off-site catering and on-site catering on-the-job training events. All youth in the Culinary Arts program receive a ServSafe Food Handlers certification. The ServSafe food handler certification is the prerequisite program for Culinary Arts Program.

Strategic Plan Compliance:

This request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the Juvenile Justice system, by utilizing and collaborating with community partners.

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.
214-698-2200 Office*

Legal Information:

The Memorandum of Understanding has been approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department Legal Advisor. The Memorandum of Understanding is attached; it requires the signature of the Chairman of the Dallas County Juvenile Board.

Financial Impact/Considerations:

There is no financial impact; the Youth With Faces secures the instructor and supplies.

Performance Impact Measures:

To increase the knowledge and education of our youth and better equip them for a path to success.

Project Schedule/Implementation:

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

Recommendation:

It is recommended that the Juvenile Board approve the Memorandum of Understanding between Dallas County Juvenile Department and Youth With Faces. It is further recommended that the Dallas County Juvenile Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

Recommended by:



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

MEMORANDUM OF UNDERSTANDING
Between
Dallas County Juvenile Department
And
Youth Village Resources of Dallas (DBA: Youth With Faces: "YWF")

This Memorandum of Understanding ("MOU"), effective upon the date of execution by all parties, is entered by and between Youth Village Resources of Dallas (DBA: Youth With Faces; "YWF") and Dallas County Juvenile Department (DCJD).

ORDER OF PRECEDENCE

In the event of any inconsistency between the provisions of this Contract and any incorporated documents as described herein, it is agreed by all parties that the provisions of this MOU shall take precedence.

SCOPE OF WORK

Youth With Faces ("YWF") was founded in 2001 to assist youth in custody with the Dallas County Juvenile Department ("DCJD"). Before expanding into multiple DCJD facilities, Youth With Faces was known as Youth Village Resources of Dallas, Inc. YWF offers youth service and opportunities to learn and practice foundational character, work and life skills needed to be capable, contributing members of the community. YWF operates programs at Youth Village, Medlock Residential Treatment Facility and Letot Residential Treatment Facility. YWF programs have proven successful in developing pro-social behaviors and outcomes for youth who take advantage of our programs. These programs will equip the youth for short and long-term success in the community. YWF programs do this by creating community and network resources to build a strong future and a path to success for each young man and woman. YWF programs help our youth overcome barriers to education, employment and healthy living. We do this by providing hands-on training, resources and coaching that is flexible enough to address the individual needs of our young men and young women.

- 1) Youth With Faces agrees to deliver the following program at Dallas County Youth Village and Letot Residential Treatment Facility:

A. Nutrition & Culinary Arts:

- i. Frequency: Our Culinary Arts program modules include two classes per week for a six-week period. YWF will operate this program four times each year at Youth Village and Letot RTC. Nutrition and Culinary Arts operating at Letot RTC includes an additional 12 weeks of culinary arts training. The culinary arts training at Letot RTC follows a 3-phase curriculum designed specifically for the young women to grow their work, life and social skills.
- ii. Component Objective: Teach youth real-world nutritional information and give them basic, employable, culinary skills and work opportunities. Youth receive the Cooking Matters certification and are eligible for monthly paid internship events including Café Momentum shadow dinners, paid off-site catering and

on-site catering on-the-job training events. All youth in the Culinary Arts program receive a ServSafe Food Handlers certification. The ServSafe food handlers certification is the prerequisite program for culinary arts. ServSafe Food Handlers Certifications class are offered at Medlock as often as possible in consideration of population and youth availability.

- iii. Component Activities/Topics: Cooking Matters For Teens and The Power of Eating Right nutrition curriculum is taught in each class. The culinary portion of each class teaches the young men and women to plan, prepare and make six complete meals. In addition the youth build entry-level skills for the food and beverage industry including: customer service, kitchen math and measurements, food safety, kitchen prep, herbs and vegetables, and food service and hospitality career planning.
- iv. Required Participants: A certified Nutritionist and teaching Chef.

B. ServSafe Food Handler Certification (operated at Youth Village, Letot RTC and Medlock Treatment Facility):

- i. Frequency: This is a 10-hour class. This program runs quarterly; youth receive a food handler and food safety certification. This program operates quarterly at Youth Village, Medlock and Letot RTC.
- ii. Component Objective: Train youth entering the Culinary Arts class how to properly and safely handle food at a restaurant, in a kitchen, at a grocery store or other food service establishment. Each youth who passes the National Restaurant Association's ServSafe food examination will receive a NRF certification, El Centro College Continuing Education Food Safety Handling and Sanitation IFWA 1050.52415 credit as well as a City of Dallas Food Handler Certificate.
- iii. Component Activities/Topics: The curriculum is taught from the ServSafe workbook that each youth receives. Curriculum covers temperature control, pathogens, bacteria, sanitation and safety.

C. Internships (In partnership with Café Momentum, Dallas Farmers Market and other community partners):

- i. Frequency: Youth selected by Dallas County staff participate in paid monthly service training and catering events. Events are both on- and off-site – these events typically take place on Friday and/or Sunday afternoons.
- ii. Component Objective: Youth who are performing well in the YWF Nutrition and Culinary Arts program are chosen to work the monthly off campus events. They will benefit from paid work experience with notable chefs; experience to put on their resume and on job applications.
- iii. Component Activities/Topics: The young men and young women get front-of-the-restaurant service training from professionals. They are paid \$10 an hour doing food preparation, setting and clearing tables, serving and cleaning up at events.
- iv. Required Instructor: A senior chef works with the youth while at each event. A qualified restaurant service instructor will work with each youth.

D. Seasonal Celebration Events:

- i. Frequency: At Medlock, Youth Village and Letot RTC, Holiday culinary celebrations happen each December, between Thanksgiving and Christmas time. Additionally, at Youth Village, YWF host seasonal celebrations in the garden during planting and harvesting seasons – in the spring, summer and the fall. At Letot RTC, YWF provides Seasonal Celebrations during Thanksgiving, Winter Holidays, Valentine’s Day, Black History Month, July Fourth, in addition to hosting numerous catering, program graduations, and other in-house catering opportunities.
 - ii. Component Objective: Youth are able to celebrate on-going holidays and activities with their peers in a fun, constructive and positive way at the residential facility. Youth who have progressed through the advanced phases of the culinary program are a part of planning and executing the events. At events when youth are responsible for a job, they are paid for their efforts. Youth are given leadership positions and guided to help plan and prepare a successful celebration for the entire campus. Youth gain valuable work skills and on-the-job training experience that can be leveraged on a resume.
 - iii. Component Activities/Topics: Students will experience lessons in a real-world work environment. Interns demonstrate the ability to work in a dynamic environment with hands-on coaches and instructors while earning a paycheck.
 - iv. Required Participants: YWF Chef, volunteer chef and hospitality professional, and YWF staff operates the program.
- E. Required Instructor: A Culinary School Graduate Chef instructor who is certified to teach the NRF food handler curriculum and is registered with El Centro College as a NRF instructor.
- i. YWF will provide all materials, equipment and durable goods necessary to the program.
 - ii. YWF provides all of the funding for the Culinary Arts program including, instruction, staff, materials, equipment, graduation certificates, folders, t-shirts and refreshments, as well as related business expenses.
 - iii. Program equipment will be stored in a location chosen by the Dallas County Youth Village, Letot RTC and Medlock Treatment Facility; YWF must have access to this location for training and programming.
 - iv. Program classes will be held at least quarterly each year, two days per week for a minimum of 90 minutes per day. DCJD staff will select eight to 12 appropriate youth for participation in the program and provide YWF with a class roster one week in advance of class.
 - v. YWF and the DCJD staff will provide the indoor food service classroom for each class, and shall maintain a staff to student ratio of 1:8 at all times. A DCJD program liaison will be appointed.
- 2) YWF understands that under no circumstances should individuals working on behalf of YWF, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) have contact or any type of interaction with youth/families involved in the program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department.
- 3) YWF understands that the names of individual working on behalf of YWF under this MOU (including but not limited to full-time and part-time employees, contract staff, interns,

MOU Between YWF and Dallas County Juvenile Department (Culinary Arts)

volunteers) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.

- 4) YWF understands that individuals involved in the programs on behalf of YWF must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
- 5) YWF must ensure that staff involved in the programs, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.
- 6) YWF warrants that it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being provided for; that it is in compliance with all statutory and regulatory requirements for the operations of its business.
- 7) This MOU is expressly made subject to Dallas County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Remedies Code and all applicable State and federal laws. The Parties expressly agree that no provision of this MOU is in any way intended to constitute a waiver of any immunities from suit or from liability, or waiver of any tort limitation, that State or County has by operation of law, or otherwise. Nothing in this MOU is intended to benefit any third party beneficiary.
- 8) **YWF, to the fullest extent allowed by law, agrees to indemnify and hold harmless DALLAS COUNTY, Dallas County Juvenile Board, Dallas County Juvenile Department, its assigns, officers, directors, employees, agents, representatives (referred collectively in this Section as "COUNTY"), against all claims, demands, actions, suits, losses, damages, liabilities, costs, and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorney's fees), incurred by or sought to be imposed upon County because of injury (including death), including but not limited to exposure to any infections, communicable or sexually transmitted disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission by YWF in performance of this Agreement and/or Program, except to the extent such liability, damage, fine or expense is the result of negligent acts or omissions of the County.**
- 9) YWF understands that individuals working on behalf of YWF, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers) must be trained on Prison Rape Elimination Act.
- 10) YWF understands that individuals working on behalf of the YWF, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential.

- 11) It is the responsibility of YWF to make sure a comprehensive general liability and professional insurance with "personal injury" coverage, with minimum limits of \$1,000,000 for bodily injuries to or death of a person, and an aggregate of \$500,000 for any one (1) occurrence is in place for the programs at each DCJD facility. There is also an additional umbrella policy of \$2,000,000 for events related to the covered activity but not outlined in the policy.
- 12) Youth Village administration agrees to be responsible for obtaining all necessary waivers/parental consents to enroll each youth in YWF programs.
- 13) DCJD staff agree to be responsible for providing all security/supervision staff for the youth while they are participating in YWF programs activities.
- 14) YWF program equipment will be stored on campus in a secure location provided by the facility. YWF and their instructors must have access to this location.
- 15) DCJD staff will choose the youth to participate in each of the programs based on each individual residents need.
- 16) DCJD facility staff will work in cooperation with YWF to assure that programs listed in this MOU are scheduled in an efficient and timely manner.
- 17) DCJD staff will assure that youth participating in YWF programs arrive and depart on schedule and are prepared for class each day the program is scheduled to operate.
- 18) DCJD agrees to provide on campus locations to run these programs as listed and scheduled in this MOU.
- 19) It is the understanding of the Dallas County Juvenile Department and Youth With Faces this MOU will be in effect from the signing and continue forward for the full run of each program listed.
- 20) This MOU may be automatically renewed for additional twelve-month periods under the same terms and conditions. Such renewals shall be at the discretion of the Dallas County Juvenile Department.
- 21) 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.

22) If any provision of this MOU is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

TITLE VI OF THE CIVIL RIGHT ACT OF 1964

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or vendors that it will affirmatively ensure that any contract entered into pursuant to this advertisement or agreement, disadvantaged business enterprises will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award if applicable.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds). The Juvenile Department Title VI Assurances are attached to this MOU (Exhibit A).

CERTIFICATE OF INTERESTED PARTIES 1295

In 2015, the Texas Legislature adopted House Bill 1295. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. (Exhibit B).

SOVEREIGN IMMUNITY

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

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

DALLAS COUNTY JUVENILE DEPARTMENT:

SERVICE PROVIDER'S NAME:

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

BY: 
Mr. Christopher Quadri, Executive Director
Youth With Faces

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

BY: _____
Denika R. Caruthers
Administrative Legal Advisor
Dallas County Juvenile Department

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all vendors that it will affirmatively ensure that any contract, bid, Memorandum of Understanding or Agreement entered into will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, the U.S. Department of Health and Human Services, and the U.S. Department of Education, the U.S. Department of Justice as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education may determine to be appropriate, including, but not limited to:
- a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration, the U.S. Department of Health or Human Services, or the U.S. Department of Education may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal- aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));

Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64. Title V, Part A, of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the implementing regulations in 34 CFR Part 100; Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination), and the implementing regulations in 34 CFR Part 106; Section 504 of the Rehabilitation Act of 1973, as amended (prohibition of discrimination on the basis of handicapping condition), and the implementing regulations in 34 CFR Part 104; and the Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age) and the implementing regulations in 34 CFR Part 110, Family Educational Rights and Privacy Act (FERPA) of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. *Representations/Warranties*

The Contractor also makes the following representations and warranties to Dallas County (and the Juvenile Department):

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

D. *Title VI Complaints*

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI will be notified of their right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such complaint must be filed in writing or in person with the Dallas County Title VI Coordinator:

Dallas County Human Resources
c/o: Dallas County Director of Human Resources and Title VI Coordinator
509 Main St., 1st Floor, Ste. 101, Records Building

Dallas, TX 75202
(214) 653-7638 (phone)
(214) 653-7608 (fax)

A copy of Dallas County Title VI Non-Discrimination Plan and Documents, and complaint forms, may be obtained at http://www.dallascounty.org/department/HR/title_vi.html or at the address above.

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530. More information on Title VI is available from the Justice Department online at www.justice.gov.

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the U.S. Department of Transportation, the U.S. Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

E. Enforcement

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States, including the U.S. Department of Justice, and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name: Youth With Faces


Signature, Authorized Representative of Contractor

2-7-2017
Date

C.E.O.
Title

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-162662

Date Filed:
02/06/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Youth With Faces
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Dallas County Juvenile Department

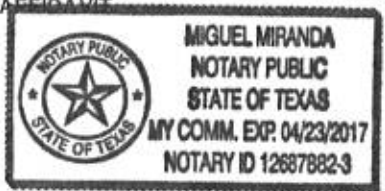
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

JB-24
Culinary Arts

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Christopher Quadri

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Christopher Quadri CEO, this the 7 day of FEB, 20 17, to certify which, witness my hand and seal of office.

Miguel Miranda

Signature of officer administering oath

MIGUEL MIRANDA

Printed name of officer administering oath

NOTARY PUBLIC

Title of officer administering oath

JUVENILE BOARD ORDER

ORDER NO: 2017-xxx

DATE: February 27, 2017

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of February, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, founded in 2001, the Youth With Faces (YWF), formerly the Youth Village Resources of Dallas, has provided vocational programs for Youth Village, Medlock, and Letot RTC residents. YWF offers youth service and opportunities to learn and practice foundational character, work and life skills needed to be capable, contributing members of the community; and

WHEREAS, these programs will equip our youth for short and long-term success in the community by creating community and network resources to build a strong future and a path to success for each young man and woman; and

WHEREAS, YWF programs have proven successful in developing pro-social behaviors and outcomes for youth who take advantage of the programs and help youth to overcome barriers to education, employment, and healthy living by providing hands on training, resources, and coaching that is flexible enough to address each individual needs; and

WHEREAS, YWF Culinary Arts program modules include two classes per week for a six-week period. YWF will operate this program four times each year at Youth Village, Medlock, and Letot RTC. The Culinary Arts operating at Letot RTC includes an additional 12 weeks of culinary arts training. The culinary arts training at Letot RTC follows a 3-phase curriculum designed specifically for the young women; and

WHEREAS, youth receive the Cooking Matters certification and are eligible for monthly paid internship events including Café Momentum shadow dinners, paid off-site catering and on-site catering on-the-job training events. All youth in the Culinary Arts program receive a ServSafe Food Handlers certification; and

WHEREAS, the Memorandum of Understanding has been approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department Legal Advisor. The Memorandum of Understanding is attached; it requires the signature of the Dallas County Judge and the Chairman of the Dallas County Juvenile Board; and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED the Juvenile Board approves the Memorandum of Understanding between the Dallas County Juvenile Department and Youth with Faces (YWF), formerly the Youth Village Resources of Dallas.

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

DONE IN OPEN BOARD MEETING this 27th day of February, 2017.

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

Recommended by:

Approved by:

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

Chairman
Dallas County Juvenile Board



ACTION ITEM

K.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: February 27, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Approval of Contract with Johnson County Juvenile Department for Pre-Adjudication Beds at Dr. Jerome McNeil Jr. Juvenile Detention Center

Background of Issue:

In December 2016, Dallas County Juvenile Department was contacted by the Chief Probation Officer of Johnson County, Lisa Tomlinson, to inquire as to whether we would be interested in contracting pre-adjudication detention beds to her County. Johnson County, which is southwest of Dallas County and borders Ellis County, does not have a Detention Center, and has been contracting with pre-adjudication facilities around the North Texas region to supervise youth from their county who are in need of secure detention. They have requested to contract with Dallas County for Pre-Adjudication detention beds because their existing contracts with other smaller facilities often result in no beds being available at the time they are needed. Dallas County currently contracts out pre-adjudication detention beds to Kaufman County and Parker County, and has also proposed to contract with other Texas counties for post-adjudication beds at the Letot Girls RTC and the Youth Village Youthful Sexual Offenders program as part of Texas Juvenile Justice Department's Regionalization Plan mandated by SB1360 from the 84th legislative session. The Dr. Jerome McNeil Jr. Juvenile Detention Center is currently funded to hold 232 youth, and the average daily population of detained youth has been significantly below this capacity for the last several years. The department believes that entering into a contract with Johnson County for a small number of pre-adjudication beds is something that this Department feels is advantageous to both counties, and endorses approval for entering into such a contract. The Dallas County Juvenile Department has capped the total amount of beds to be contracted with all counties at sixteen (16) any additional beds will require an administrative approval by the Dallas County Chief Juvenile Probation Officer.

Impact on Operations and Maintenance:

Johnson County has supplied statistical data in regards to their usage of pre-adjudication detention while contracting with other counties in the North Texas Region. In the last 11+ months (since February 1, 2016), they averaged having eight (8) youth per day in the contracted detention centers. Their average length of stay for detained youth was approximately thirty (30) days; many stayed only a few days. With this few projected youth needing pre-adjudication detention services, the impact on our Detention Center's operations would be minimal. These youth would fit into our staffing ratios without the need for additional staff. The proposed contract mandates that Johnson County would be responsible for all transportation to and from Johnson County (for things such as Court appearances). They are also responsible for all emergency or significant medical care for their youths outside of routine care that is provided by our Parkland medical staff in the detention facility. This component of the contract was sent to, and discussed with, Parkland, and they were in agreement with it. The inclusion of these youth in our school setting would not require additional educational staff, and would actually go toward our daily school enrollment, which could potentially increase our reimbursements from TEA and Region X. We are charging a daily per diem of \$140 per youth,

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*
214-698-2200 Office

which is above the regular state rate of \$110 per day. This is due to the additional quality of our programming components in the Detention Center, which we believe far exceeds what most Detention Centers can offer. If approved, the proposed contract will begin March 1, 2017, and last until February 28, 2018. The Dallas County Juvenile Department has capped the total

Strategic Plan Compliance:

This request conforms to the Dallas County Strategic Plan – Vision 3 Dallas County *is safe, secure, and prepared* by maximizing the effectiveness of Dallas County Criminal Justice Resources.

Legal Impact:

The Contract and Agreement for Pre-Adjudication Residential Service of Juvenile Offenders was prepared and approved by Ms. Denika Caruthers, Administrative Legal Advisor for the Dallas County Juvenile Department. The contract also requires the signatures of the Juvenile Board Chair, Judge Cheryl Lee Shannon; the Dallas County Judge, Judge Clay Jenkins; and the Johnson County Juvenile Board Chair, Mr. Robert Mayfield.

Financial Impact/Considerations:

Johnson County Juvenile Department will be responsible for the daily rate of \$140 per youth for every youth that is detained in the Dr. Jerome McNeil Jr. Juvenile Detention Center. This rate was established by our budget department based on our costs for Dallas County youth residing in the detention facility. This financial information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department’s proposed contract with the Johnson County Juvenile Department to house that County’s youth who require secure pre-adjudication services in the Dr. Jerome McNeil Jr. Juvenile Detention Center.

Recommended by:



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

**JOHNSON COUNTY
CONTRACT AND AGREEMENT FOR
PRE-AJUDICATION
RESIDENTIAL SERVICE OF JUVENILE OFFENDERS**

**STATE OF TEXAS
COUNTY OF DALLAS**

§
§

**DALLAS COUNTY JUVENILE BOARD
Dr. Jerome McNeil Jr. Juvenile Detention Center**

March 1, 2017 to February 28, 2018

This Contract and Agreement made and entered into by and between the County of Dallas, acting by and through its duly authorized representatives, the Dallas County Juvenile Board (hereinafter referred to as "Dallas County") and Johnson County Juvenile Services, acting by and through its duly authorized representatives, the Johnson County Juvenile Board, (herein referred to as CONTRACT County), to be effective March 1, 2017.

**ARTICLE I
WITNESSETH**

1.1 Whereas, Dallas County operates the Dr. Jerome McNeil Jr. Juvenile Detention Center according to all applicable State of Texas standards and required Federal Government laws and standards including but not limited to what the State of Texas requires for the Federal Prison Rape Elimination Act standards; and

1.2 Whereas, CONTRACT County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Justice Code has need of the use of the Dr. Jerome McNeil Jr. Juvenile Detention Center to house and maintain youth of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during the pre-disposition treatment prescribed by the Court; and

1.3 Whereas, Dallas County has attached as Exhibit A its Title VI Assurances; and

1.4 Whereas, Dallas County desires to make the facility available to CONTRACT County for such use and purpose, and CONTRACT County desires to contract for the use of said facility:

1.5 Now, therefore, the parties agree as follows:

- (1) The term of this contract shall be for a period of one year from the date of execution. This contract shall automatically renew with the same terms and conditions unless within sixty (60) days prior to the expiration of the contract, one party gives notices to the other party regarding any changes to the terms and

conditions of the contract.

If either party hereto feels in its judgment that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing within 30 days, by certified mail or personal delivery to its principal office, of its intention to terminate the contract.

After receipt of notice of termination, the CONTRACT shall terminate, become null and void and be of no further force and effect. CONTRACT County shall remove all youth placed in the facility on or before the termination date.

- (2) Dallas County will provide room and board 7 days a week, 24-hour supervision, an approved education program, recreation facilities, and behavior counseling to each youth placed within the facility. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, and room, (rent, utilities, maintenance, telephone). Dallas County will Provide and document paraprofessional counseling, major incidents, and worker contacts. Any and all costs associated with off-campus visits or furloughs will be paid by the parent or guardian. Dallas County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Dallas County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the youth outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of CONTRACT County.
- (3) CONTRACT County agrees to pay Dallas County the sum of \$140.00 per day for each bed used. This sum shall be paid to Dallas County upon billing and following the paying procedures agreed upon by the contracting counties and the auditor of Dallas County, Texas, the per day cost being the contracted amount. The Dallas County Juvenile Department has capped the total amount of beds to be contracted for all counties at sixteen (16). Any additional beds will require an administrative approval by the Dallas County Chief Juvenile Probation Officer.
- (4) If emergency examination, treatment, and/or hospitalization outside the facility is required for a youth placed in the facility by CONTRACT County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of CONTRACT County and to request that CONTRACT County be billed for the same. CONTRACT County agrees to pay all charges for medical treatment, examination, and/or hospitalization. The administrator shall notify CONTRACT County of such an emergency within 24 hours of its occurrence. Prior to transporting a youth to the facility for placement, the official authorizing placement shall call the facility to ensure that space is available. The placement needs of Dallas County take precedence over those of contract counties and placement of youth from CONTRACT County may be denied if space limitations require. CONTRACT COUNTY will provide all transportation to and from CONTRACT COUNTY to the Dr. Jerome

McNeil Jr. Juvenile Detention Center.

- (5) Youth from the CONTRACT County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of CONTRACT County or its designated official.
- (6) Each youth placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.
- (7) A copy of all of the appropriate paperwork required by the Texas Juvenile Justice Department to place a youth in a detention center, to include but not limited to: order of Detention, medical release, and verification of visitors form.
- (8) If a youth is accepted by the facility from CONTRACT County and such youth thereafter is found to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable or a combination of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgment, upon such determination and notification by the Administrator to the CONTRACT County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff from CONTRACT County shall immediately and forthwith remove or cause to be removed such youth from the residential facility.
- (9) Dallas County agrees that the facility will accept any youth qualified hereunder, without regard to such youth's religion, race, creed, color, or national origin.
- (10) It is understood and agreed by the parties hereto that youth placed in the facility under the proper orders of the Juvenile Court of CONTRACT County shall be maintained therein except that the staff of the facility may take the youth under supervision from the facility for medical treatment.
- (11) Dallas County Certifies that the Dr. Jerome McNeil Jr. Juvenile Detention Center is eligible to receive state funds as required by the Texas Family Code Section 231.006 and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- (12) Dallas County agrees to Provide maintenance, availability for inspection, audit or reproduction by authorized representative of the Comptroller General of the United States, Department of Justice and the State of Texas, books, documents and records of the County which are directly pertinent to that specific contract for the purpose of making audit, experimentation, excerpts and transcriptions for a period of seven (7) years, or until pending litigation, claim audit or review and all questions arising therefrom have been resolved.

- (13) Dallas COUNTY shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the CONTRACT County's request for information made concerning CONTRACT County's youth during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

DALLAS COUNTY agrees that it will permit CONTRACT County to examine and evaluate its program of services provided under the terms of the contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of DALLAS COUNTY and the youth when deemed necessary.

- (14) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit CONTRACT County, its agents, servants, or employees in any way to manage, control, direct, or instruct Dallas County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facility.

- (15) It is further understood and agreed by the parties hereto that prior to any youth's admission to the facility, the CONTRACT County shall provide verification and documentation of the following: a tuberculosis test with received results no more than 365 calendar days prior to the admission date; a medical examination conducted by a physician, physician's assistant, or nurse practitioner within 365 calendar days of the admission date; and a psychological evaluation or behavioral health assessment completed no more than 365 calendar days prior to the admission date.

DEFAULT

2.1 CONTRACT County may, by written notice of default to Dallas County, terminate in whole or any part of this contract in any of the following circumstances:

- (a) If Dallas County fails to perform the work called for by this contract within the time specified herein, or
- (b) If Dallas County fails to perform any of the provisions of this contract, or fails to perform the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a reasonable period (or such extensions as authorized by CONTRACT County in writing) after receiving notice of default.

2.2 Except with respect to defaults of subcontractors, Dallas County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Dallas County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Dallas County shall not be liable for any excess costs for failure to perform.

ARTICLE II
OFFICIALS NOT TO BENEFIT

3.1 No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Dallas County who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects their personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

3.2 No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arrive here from.

3.3 No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

3.4 Dallas County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

ARTICLE III
EQUAL EMPLOYMENT OPPORTUNITY

4.1 During the performance of this contract, Dallas County agrees as follows:

- (a) Dallas County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Dallas County will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Dallas County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

- (b) Dallas County will in all solicitations or advertisement for employees placed by or on behalf of Dallas County, state that all qualified applicants for positions in the facility will receive consideration for employment without regard to race, color, religion, sex, or national origin.

ARTICLE IV
DUTY TO REPORT

5.1 Allegations Occurring Inside the Facility. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, DALLAS COUNTY, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program in the following manner:

- A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:
1. Local law enforcement agency; and
 2. Texas Juvenile Justice Department by submitting a TJJJ Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
 3. With respect to juveniles placed by CONTRACT County, the TJJJ Incident Report Form shall also be sent to CONTRACT County Juvenile Probation Department within 24 hours at facsimile number Dallas.
- B. For allegations and incidents of sexual abuse or serious physical abuse:
1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
 2. Texas Juvenile Justice Department immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJJ Incident Report Form shall be submitted by

facsimile number 1-512-424-6717 or by email; and

3. With respect to children placed by CONTRACT County, the TJJD Incident Report Form shall also be sent to Dallas County Juvenile Probation Department within 24 hours at facsimile number Dallas 214-698-4299.

5.2 Allegations Occurring Outside the Facility. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a child, but that is not alleged to involve an employee, intern, volunteer, contractor, or DALLAS COUNTY of a program or facility, shall be immediately reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.

5.3 As used within this Agreement:

- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence or an alleged abuse, neglect, exploitation, death or other serious incident involving a child in a juvenile justice facility or juvenile justice program.
- B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.
- C. Sexual abuse is conduct committed by any person against a child that includes sexual abuse by contact or sexual abuse by non-contact.
- D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental.
- E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves children under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing children under juvenile court jurisdiction.

- F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves children under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

ARTICLE V
PRISON RAPE ELIMINATION ACT

5.4 Dallas County shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero- tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile Offenders.

5.5 Under PREA, Dallas County shall make available to the CPO all incident-based and aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 [PREA §115.387(e) and (f)]

5.6 Dallas County shall be monitored, at their expense, once in every three- year auditing cycle and documentation of this audit including any non-compliance shall be given to CONTRACT County.

- A. Dallas County shall choose a monitor that meets all applicable PREA requirements and is pre-approved by CONTRACT County.
- B. CONTRACT County may conduct their own audit, at any time, to determine DALLAS COUNTY'S compliance with PREA standards.

Dallas County shall assist fully with any and all audits.

ARTICLE VI
APPLICABLE LAW AND VENUE

6.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. Exclusive venue for any litigation arising from this Contract shall be in **DALLAS COUNTY, Texas.**

ARTICLE VIII
SOVERIEGN IMMUNITY

8.1 This CONTRACT shall not be interpreted to inure to the benefit of a third party not a party to this CONTRACT. This CONTRACT may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this CONTRACT, party's agent, or party's employee, otherwise provided by law.

ARTICLE IX
LEGAL CONSTRUCTION

9.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE X
EXECUTION

10.1 This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of Youth who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by CONTRACT County for such youth placed in the facility by the Judge of CONTRACT County having juvenile jurisdiction.

This contract is in lieu of all previous contracts between Dallas County and CONTRACT County for these purposes, said previous contracts to terminate, become null and void, and be of no further force or effect on the date this contract becomes effective. Executed in duplicate this _____ day of _____, 2017, to be effective March 1, 2017, each copy hereof shall be considered an original copy for all purposes.

DALLAS COUNTY JUVENILE BOARD:

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

RECOMMENDED:

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

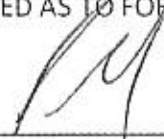
COMMISSIONERS COURT OF DALLAS COUNTY, TEXAS:

BY: Clay Jenkins, County Judge and
Presiding Officer of Said Court Dallas County, Texas

APPROVED AS TO FORM:

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

APPROVED AS TO FORM AND CONTENT:



Robert Mayfield, Chairman Juvenile Board

2/22/17
Date

Roger Harmon, Johnson County Judge

Date

Attest:

Johnson County Clerk,
Becky Ivey or Deputy County Clerk

Date

Johnson County Contract and Agreement for Pre-Adjudication Residential Service of Juvenile Offenders with Dallas County Juvenile Board on Behalf of Dr. Jerome McNeil Jr. Juvenile Detention Center.

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all vendors that it will affirmatively ensure that any contract, bid, Memorandum of Understanding or Agreement entered into will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, the U.S. Department of Health and Human Services, and the U.S. Department of Education, the U.S. Department of Justice as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education may determine to be appropriate, including, but not limited to:
- a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration, the U.S. Department of Health or Human Services, or the U.S. Department of Education may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal- aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));

Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64. Title V, Part A, of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the implementing regulations in 34 CFR Part 100; Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination), and the implementing regulations in 34 CFR Part 106; Section 504 of the Rehabilitation Act of 1973, as amended (prohibition of discrimination on the basis of handicapping condition), and the implementing regulations in 34 CFR Part 104; and the Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age) and the implementing regulations in 34 CFR Part 110, Family Educational Rights and Privacy Act (FERPA) of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. *Representations/Warranties*

The Contractor also makes the following representations and warranties to Dallas County (and the Juvenile Department):

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

D. *Title VI Complaints*

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI will be notified of their right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such complaint must be filed in writing or in person with the Dallas County Title VI Coordinator:

Dallas County Human Resources
c/o: Dallas County Director of Human Resources and Title VI Coordinator
509 Main St., 1st Floor, Ste. 101, Records Building

Dallas, TX 75202
(214) 653-7638 (phone)
(214) 653-7608 (fax)

A copy of Dallas County Title VI Non-Discrimination Plan and Documents, and complaint forms, may be obtained at http://www.dallascounty.org/department/HR/title_vi.html or at the address above.

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530. More information on Title VI is available from the Justice Department online at www.justice.gov.

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the U.S. Department of Transportation, the U.S. Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

E. *Enforcement*

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States, including the U.S. Department of Justice, and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name: Johnson County Juvenile Services



Signature, Authorized Representative of Contractor

2/6/15

Date

Chairman, Juvenile Board

Title

JUVENILE BOARD ORDER

ORDER NO: 2017-xxx

DATE: February 27, 2017

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of February, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, the Johnson County Juvenile Department has requested to contract with Dallas County for Pre-Adjudication detention beds because their existing contracts with other smaller facilities often result in no beds being available at the time they are needed; and

WHEREAS, the Juvenile Department currently has a contract in place with Kaufman County and Parker County Juvenile Department for detention beds, which has been a successful collaboration; and the Juvenile Department has also agreed to contract out Post-Adjudication beds at our Letot Girls RTC and our Youth Village Youthful Sexual Offenders program in collaboration with TJJD's Regionalization Plan; and

WHEREAS, due to the small number of anticipated detention beds being needed by Johnson County, the impact on our detention center would be minimal and would not require additional staff or resources at this time; and

WHEREAS, the Dallas County Juvenile Department has capped the amount of total beds to be contracted with all counties at sixteen (16) and any additional beds will require an administrative approval by the Dallas County Juvenile Chief Probation Officer; and

WHEREAS, the contract with Johnson County would be in effect from March 1, 2017, to February 28, 2018, and would require a per diem to be paid to Dallas County in the amount of \$140 per youth; and

WHEREAS, the recommended contract was prepared and approved by Ms. Denika Caruthers, Administrative Legal Advisor for the Dallas County Juvenile Department; and

WHEREAS, this contract would also require the signatures of the Juvenile Board Chair of Dallas County, the County Judge of Dallas County, and the County Judge of Johnson County.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the Juvenile Department's recommendation to enter into a contract with Johnson County Juvenile Department for utilization of bed space at the Dr. Jerome McNeil Jr. Juvenile Detention Center for youth requiring pre-adjudication detention services from Johnson County.

DONE IN OPEN BOARD MEETING this 27th day of February, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

M.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: February 27, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Interlocal Agreement between Dallas ISD and Dallas County Juvenile Department

Background of Issue:

In accordance with the Dallas County Emergency Preparedness plan, the Dallas County Juvenile Department has established a Memorandum of Understanding (MOU) with the Dallas Independent School District through which DISD has provided us access to any vacant school to use as an emergency evacuation site. These sites will be utilized by all Dallas County Juvenile Department-operated facilities (Dr. Jerome McNeil Jr. Detention Center, Medlock Treatment Facility, Youth Village, Letot Center, Letot RTC, Hill Center, Academy for Academic Excellence, Day Reporting Center, and JJAEP) including staff and residents during a disaster or civil emergency. Currently, each facility has procedures in place to evacuate to other Juvenile Department facilities. Transportation during an emergent event will be provided by Dallas County Schools. Additionally, after speaking with Chief Doug Bass of Dallas County Homeland Security and Emergency Management, he stated that Dallas County has an agreement with DISD in collaboration with the Red Cross to utilize Ellis Davis Field House located on 9191 S. Polk St. Dallas Tx. 75232 as a staging area to house youth temporarily until they can be moved to one of the Juvenile Department's six facilities.

Impact on Operations and Maintenance:

Both parties recognize the vulnerability of people and communities located within the state of Texas to damage, injury, and loss of life and property resulting from disasters and/or civil emergencies, and further recognize that disasters and/or civil emergencies may present facility needs and requirements beyond their respective capacities. Both parties recognize that it is in the best interest of themselves and their respective citizenry to create a plan to foster communication and the sharing of available facilities during a disaster or civil emergency.

Strategic Plan Compliance:

This request complies with Vision 3: Dallas is *safe, secure, and prepared*, by both parties sharing an agreement to effectively provide shelter for Dallas County Juvenile Department youth during Disasters and Civil emergencies.

Legal Information:

An Interlocal Agreement has been developed and approved for DISD and Dallas County Juvenile Department. The agreement has been approved as to form by our Administrative Legal Advisor, Ms. Denika Caruthers. The agreement is attached.

Financial Impact/Considerations:

All cost associated with this agreement, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be paid by the Juvenile Department at actual cost.

Recommendation:

It is respectfully recommended that the Dallas County Juvenile Board approve the utilization of DISD vacant schools as the primary evacuation site for youth in the custody of Department-operated facilities.

Recommended by:



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



3700 ROSS AVENUE DALLAS, TEXAS 75204
DALLAS INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
AGENDA ITEM

FOR USE BY BOARD SERVICES OFFICE
 BOARD FILE #: _____
 AMENDED DATE: _____ (See Minutes)

Meeting Type: Board Meeting Meeting Date: August 25, 2016
 Policy Reference: CDB (LOCAL)

CONSIDER AND TAKE POSSIBLE ACTION TO APPROVE AN INTERLOCAL AGREEMENT WITH DALLAS COUNTY FOR THE MUTUAL REQUESTING OF FACILITY USE IN THE EVENT OF A DISASTER OR CIVIL EMERGENCY (NO FUNDING REQUIRED)

<ul style="list-style-type: none"> Justification: 	<p>The Interlocal Agreement allows Dallas County, on behalf of their Juvenile Department, and Dallas ISD to request use of each other's facilities in the event of a disaster or civil emergency. The agreement does not obligate either entity to provide a facility or guarantee the availability of a facility. If a facility is made available, the requesting party shall be responsible for all costs associated with its proposed use of the facility.</p>					
<ul style="list-style-type: none"> Bid/RFP Statistics and Information: 	Received:	NA	M/WBEs:	NA	• Bid/RFP #:	• Opening Date:
	Compliant:	NA	M/WBEs:	NA	NA	NA
<ul style="list-style-type: none"> M/WBE Information: 	<p>In accordance with the District's M/WBE Program requirements, this contract's M/WBE goal is set at _____ % of the contract amount.</p> <p><input type="checkbox"/> No subcontracting opportunities <input type="checkbox"/> M/WBE vendor</p> <p><input type="checkbox"/> Committed to achieving _____ % <input type="checkbox"/> Multiple M/WBE vendors #</p>					
<ul style="list-style-type: none"> Recommended Vendor(s): 	Dallas County					
<ul style="list-style-type: none"> Contract Type: 	Interlocal Agreement					
<ul style="list-style-type: none"> Contract Term: 	NA					
<ul style="list-style-type: none"> Lowest Responsive Bidder(s): 	NA			<ul style="list-style-type: none"> Sole Source Vendor: 	NA	
<ul style="list-style-type: none"> Funding Information: 	NA			NA		
<input type="checkbox"/> Budget Approval (Budget Department Approval Required)	NA	<input checked="" type="checkbox"/>	Request #:	NA	PO #:	NA
					Project Order #:	NA

• Contact Information:

Name: Kathi Hayward Title: Executive Director
 Department: Business Services Phone #: 972-925-4534

BE IT RESOLVED BY THE DALLAS INDEPENDENT BOARD OF TRUSTEES: That the Board of Trustees approve the Interlocal Agreement between Dallas Independent School District and Dallas County on behalf of the Dallas County Juvenile Department, for the mutual requesting of facility use in the event of a disaster or civil emergency.

That the Board President or designee be authorized to execute this agreement after approval as to form by Legal Services.

The Board action shall take effect immediately upon passage unless otherwise noted.

• Additional Information Sheet(s) attached: Yes No

**INTERLOCAL AGREEMENT BETWEEN THE DALLAS INDEPENDENT SCHOOL AND
DALLAS COUNTY FOR EMERGENCY FACILITY ASSISTANCE**

This Interlocal Agreement for Emergency Facility Assistance ("Agreement") is made and entered into by and between the Dallas Independent School District, a political subdivision of the State of Texas (the "District") and Dallas County for the benefit of its Juvenile Department (the "County"), located wholly within the State of Texas (sometimes collectively referred to herein as the "Parties").

RECITALS

WHEREAS, TEX. GOV'T CODE ANN. §791, the Interlocal Cooperation Act, authorizes any local government to contract with one or more other local governments to perform governmental functions and services, under the terms of said act; and

WHEREAS, the Parties recognize the vulnerability of people and communities located within the State of Texas to damage, injury, and loss of life and property resulting from Disasters and/or Civil Emergencies (as defined below), and further recognize that Disasters and/or Civil emergencies may present facility needs and requirements beyond their respective capacities; and

WHEREAS, the Parties recognize that it is in the best interests of themselves and their respective citizenry to create a plan to foster communication and the sharing of available Facilities (as defined below) in the event of a Disaster or Civil Emergency; and

WHEREAS, the Parties desire to secure the benefits of available Facilities for the protection of life and property in the event of a Disaster and/or Civil Emergency; and

NOW, THEREFORE, the District and County, for the mutual terms and consideration stated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do covenant and agree as follows:

1. **RECITALS**. The recitals set forth above are true and correct.
2. **DEFINITIONS**. For purposes of this Agreement, the terms listed below will have the following meanings:
 - A. **AGREEMENT** - this Interlocal Agreement, duly executed.
 - B. **ASSISTING PARTY** - the Party receiving a request to furnish Facilities to the Requesting Party.
 - D. **CIVIL EMERGENCY** - any occurrence, or threat thereof, whether natural or caused by man, or any unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief.
 - E. **DISASTER** - the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action,

energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), acts of terrorism, and other public calamity requiring Emergency action or requiring homeland security activity (as that term is defined in Chapter 421 of the Texas Government Code).

F. FACILITY(IES) - the facility or facilities owned and controlled by the Assisting Party, which may be made available for use to the Requesting Party

G. POINT OF CONTACT – the individual or office authorized by each Party to request or respond to a request for Facility use on behalf of the Party. A Party’s Emergency Management Director or Chief Executive Officer is always a Point of Contact.

H. REQUESTING PARTY - the Party requesting use of a Facility in the event of a Disaster or a Civil Emergency.

3. POINT OF CONTACT DESIGNATION. Each party shall designate, in writing, Point(s) of Contact authorized to request or respond to a request for Facility use on behalf of a Party under the terms of this Agreement and will include at least two alternate means of contacting the Party’s Point(s) of Contact. Each Party must notify in writing the other of any change in its Point(s) of Contact as soon as practicable.

4. INITIATION OF REQUEST. A request under this Agreement may be made by a Point of Contact after one of the following occurs:
(a) A declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code; or
(b) A finding of a state of Civil Emergency; or
(c) The occurrence or imminent threat of an emergency such that local capabilities are exceeded or are predicted to be exceeded.

5. PROCEDURES FOR REQUESTS OF FACILITIES. A Point of Contact may request use of a Facility by: (1) submitting a written request to a Point of Contact of an Assisting Party, or (2) orally communicating a request to a Point of Contact of an Assisting Party, which shall be followed by a written request, as soon as practicable. The written request shall reference that the request is made pursuant to this Agreement. A Facility shall not be requested by a Party unless it is directly related to a Disaster or Civil Emergency or *imminent threat of a Disaster or Civil Emergency* and the resources available from the normal responding agencies to the stricken area are deemed to be inadequate.

A. REQUIRED INFORMATION BY REQUESTING PARTY. Each request for use of a Facility shall be accompanied by the following information, to the extent known:
1) A general description of the damage or injury sustained or threatened.
2) Identification of the particular type of Facility assistance needed.
3) A reasonable estimate of the length of time that the Facility will be needed.
4) The specific time by which the Facility will be needed.

B. ASSESSMENT OF AVAILABILITY OF FACILITY BY ASSISTING PARTY. When contacted by a Requesting Party, the Assisting Party agrees to assess its inventory of Facilities to determine availability based on current or anticipated needs. The Assisting Party shall not be required to provide a Facility to the Requesting Party unless it determines in its sole discretion, based on current or anticipated events within its own jurisdiction, that a Facility is available for use by the Requesting Party.

C. INFORMATION REQUIRED OF THE ASSISTING PARTY. If the Assisting Party determines that it has an available Facility, which can be used by the Requesting Party, the Assisting

Party shall so notify the Requesting Party and provide the following information, to the extent known:

- 1) A description of the Facility available for use by the Requesting Party.
- 2) When the Facility will be available for use by the Requesting Party
- 2) The estimated length of time that the Facility will be available for use by the Requesting Party.

D. **CONDITION OF FACILITY.** The Requesting Party understands and agrees that the use of a Facility belonging to the Assisting Party is made available on an "as is" basis and that the Assisting Party makes no representations or warranties with regard to the habitability or condition of the Facility or of the Facility's suitability for the Requesting Party's intended use. The Requesting Party will be responsible for inspecting and assessing the suitability of the Facility for its intended use. The Requesting Party must provide the Assisting Party with written confirmation of its intent to use the Facility.

6. **PREA.** *Assisting Party* understands that individuals working on behalf of Assisting Party, under this Agreement (including but not limited to full-time and part-time employees, contract staff, interns, volunteers) must be trained on Prison Rape Elimination Act.

7. **COSTS.** All costs associated with this Agreement, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses, shall be paid for by the Requesting Party at actual cost. In the event federal funds are available for costs associated with this Agreement, the Parties agree that each will make the claim for its own eligible costs. Reimbursement under this section will be made by the Requesting Party no later than: (1) one-hundred eighty (180) days after receipt of the request for reimbursement; or (2) ninety (90) days after the Requesting Party receives reimbursement from the federal or state government, whichever is sooner. The Parties hereto recognize that each benefits from the existence of this Agreement and expect that each will provide and receive critical aid over the life of the Agreement. With the approval of the governing body, the Assisting Party may assume in whole or in part any costs associated with the provision of a Facility to the Requesting Party without charge or cost.

8. **INSURANCE**

A. **WORKERS' COMPENSATION COVERAGE:** Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

B. **AUTOMOBILE LIABILITY COVERAGE:** Each Party shall be responsible for carrying auto liability limits of no less than \$250,000 per person/\$500,000 per accident for bodily injury and \$250,000 for property damage, or provide proof of self-insurance.

C. **GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY:** Each Party agrees to obtain or continue its general liability, public official's liability and law enforcement liability insurance, if applicable, or maintain a comparable self-insurance program.

D. **OTHER COVERAGE:** The Assisting Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

9. WAIVER OF CLAIMS AGAINST PARTIES; IMMUNITY RETAINED.

The Party furnishing a Facility under this Agreement is not responsible for any liability that arises from the furnishing of said Facility.

No Party waives or relinquishes any immunity or defense on behalf of itself, its governing body, officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

10. EXPENDING FUNDS. Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

11. TERM. This Agreement shall become effective as to each Party on the latest date signed below and shall continue in force and remain binding on each and every Party through June 30th of the following year. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 16 of this Agreement.

12. ENTIRETY. This Agreement contains all commitments and agreements of the Parties with respect to the provision of a Facility in connection with a Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to the provision of a Facility under this Agreement shall have any force or effect if not contained herein

13. CONFIDENTIALITY. The Parties recognize that the provision of a Facility under this Agreement may result in the transfer of confidential medical information between them. The parties recognize and agree to protect the confidentiality of such information in accordance with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Texas Medical Practice Act, and other federal or state privacy laws pertaining to the confidentiality of medical records. Assisting Party understands that individuals working on behalf of Assisting Party under this Agreement (including but not limited to full-time and part-time employees, contract staff, interns, volunteers) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential. Notwithstanding the aforementioned, all parties recognize that they are subject to the Texas Public Information Act ("TPIA") and each party shall cooperate with the other in responding to such TPIA requests.

14. SEVERABILITY. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

15. VALIDITY AND ENFORCEABILITY. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

16. AMENDMENT. This Agreement may be amended only by the mutual written consent of the Parties.

17. TERMINATION. Any Party may, at any time by written notice given to the other Party, decline to participate in the provision of a Facility. The governing body of a Party which is a signatory hereto shall, by resolution, give notice of termination of participation in this Agreement and submit a copy of such

resolution to the other Party. Such termination shall become effective not earlier than 30 days after the filing of such notice.

18. THIRD PARTIES. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

19. NOTICE. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Point of Contact, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile or email transmission.

20. WARRANTY. The Agreement has been officially authorized by the governing or controlling body or agency of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

21. GOVERNING LAW AND VENUE. This Agreement and all of the rights and obligations of parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be Dallas County, Texas.

22. HEADINGS. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

23. NOTICES. Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, or sent by overnight express carrier (e.g., Federal Express or Express Mail) for guaranteed next business day delivery with a request that the addressee sign a receipt evidencing delivery to the following addresses:

If to the District:

Dallas Independent School District
2500 S. Ervay Street
Dallas, TX 75215
Attn: Emergency Management Division

Copy to: Dallas Independent School District
3700 Ross Avenue, Box 69
Dallas, TX 75204
Attn: Legal Services

If to the County:

Dr. Terry S. Smith, Executive Director
Dallas County Juvenile Department
2600 Lone Star Dr. Box 5
Dallas, Texas 75212

The District and the County shall each have the right from time to time to change the place notice is to be given by written notice thereof to the other Party.

IN WITNESS WHEREOF, EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

DALLAS COUNTY JUVENILE BOARD

DALLAS INDEPENDENT SCHOOL DISTRICT

By: _____
Judge Cheryl Shannon, Chair

By: Don Martin
President, Board of Trustees

Date: _____

Date: 9-9-16

Recommended:

Attest:

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

By: [Signature]
Secretary, Board of Trustees

Approved as to Form:
By: [Signature]
School Attorney

DALLAS COUNTY COMMISSIONERS COURT

BY: _____
Clay Jenkins
Dallas County Judge

Approved as to Form:

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

JUVENILE BOARD ORDER

ORDER NO: 2017-xxx
DATE: February 27, 2017
STATE OF TEXAS §
COUNTY OF DALLAS §

BE IT REMEMBERED, at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of February, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

WHEREAS, in accordance with the Dallas County Emergency Preparedness plan the Dallas County Juvenile Department has established a Memorandum of Understanding (MOU) with the Dallas Independent School District has provided us access to utilize any vacant school for the purpose of an emergency evacuation site; and

WHEREAS, these sites will be utilized by all Dallas County Juvenile Detention Facilities: Dr. Jerome McNeil Jr. Detention Center, Medlock Treatment Facility, Youth Village, Letot Center, Letot Residential Treatment Center, Hill Center, AAE, Day Reporting Center and JJAEP in the event of a disaster or civil emergency; and

WHEREAS, both parties recognize the vulnerability of people and communities located within the state of Texas to damage, injury, and loss of life and property resulting from disasters and/or civil emergencies; and

WHEREAS, the facilities recognize that it is in the best interest of themselves and their respective citizenry to create a plan to foster communication and the sharing of available facilities in the event of a disaster and/or civil emergency; and

WHEREAS, all cost associated with this agreement, including but not limiting to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be paid by the requesting party at actual cost; and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board of Dallas County approves the proposal for the Interlocal Agreement between the Dallas Independent School District and Dallas County for Emergency Assistance. This MOU has been approved by our Administrative Legal Advisor, Ms. Denika Caruthers.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Chairman of the Dallas County Juvenile Board be authorized to sign any related documents on behalf of the Board.

DONE IN OPEN BOARD MEETING this 27th day of February, 2017.

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

Recommended by:

Approved By:

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

Judge Cheryl Lee-Shannon, Chairman
Dallas County Juvenile Board



DISCUSSION

ITEMS

VI.



DISCUSSION

ITEM

N.

Academy for Academic Excellence
Director's Report
January 2017

Monday, January 9, 2017, began the second semester of school. Academy for Academic Excellence (AAE) started the second semester with a professional development day. Teachers attended training on 'sheltered instruction' conducted by Region 10 Educational Service Center (ESC) in the morning and the afternoon was the conclusion of our book study on *A Framework for Understanding Poverty* by Ruby Payne.

AAE selected a new data controller for JDC – Ms. Vanessa Gomez.

Region 10 ESC Library Services had a drawing for a *Little Free Library*. *Little Free Library* is a nonprofit organization that supports the worldwide movement to offer free books housed in small containers to members of the local community. AAE submitted an application and was selected to receive a *Little Free Library* with free books. The concept is 'Take a Book' and 'Leave a Book'. We will place the *Little Free Library* outside DRC and JJAEP. Students and families will be able to take and share books.

Students and staff participated in some instructional field trips. Letot RTC went to see the movie *Hidden Figures* and wrote essays about the movie. SAU staff and students toured Mountain View Community College.

Training was held for Probation Officers teaching advocacy for students involved with the Juvenile Department.

All five campuses held Honor Roll and Perfect Attendance ceremonies to recognize students for their efforts.

AAE assisted 26 families from the Food Bank and three families from the Clothing Closet.

ACADEMY FOR ACADEMIC EXCELLENCE
CHARTER SCHOOL REPORT
January 2017

DR. JEROME MCNEIL DETENTION CENTER / AAE CAMPUS (001):

Latest Campus Enrollment

Total Enrollment	248
SPED - Total Students	39
ESL - Total Students	38

The staff returned from the holiday break to staff development conducted by Region10 Educational Service Center. In this training, the staff received research-based strategies that focused on reading and writing. Our campus has made a commitment to “grow writers” by including writing strategies, tasks and assignments across all content areas. Teachers are implementing content-based writing prompts and strategies to ensure that our students are not only prepared for STAAR/EOC assessments but for life. Three teachers joined the 001 staff this month—Areliz Perez (art—RDT/START), Oralia Ayala Carrera (social studies—JDC) and Andrea Parrish (social studies—JDC).

The ELA department began the persuasion unit by learning about different persuasive techniques. Students completed *Frayer Models* (teaching strategies that uses a graphic organizer for vocabulary building) and played educational games to help them learn the techniques. Students also created advertisements of their own using the techniques they learned.

DAY REPORTING CENTER - CAMPUS (002):

Latest Campus Enrollment

Total Enrollment	43
SPED - Total Students	07
ESL - Total Students	06

Instruction at a Glance

Math

Students demonstrated proficiency in several math concepts, i.e., order of operations (PEMDAS), adding, subtracting and multiplying decimals, and using those skills associated in solving word problems. Through computation and word problems, students have demonstrated proficiency in the basic math operations of adding, subtracting, multiplying and dividing. Once it was established that students thoroughly understood the basics, they moved on to adding, subtracting and multiplying decimals through basic computation and solving word problems.

Science

Students have demonstrated a working knowledge of the scientific method. Students have observed and taken part in experiments addressing:

- buoyancy, density, mass, pressure
- sound vibrations from cups of different sizes and materials
- calcium and acid* reactions
- copper oxide, copper, steel, nickel, sodium chloride and acid* chemical reactions
(*There was no danger to students because the acid used was white distilled vinegar.)

Students also began preparation for the Science Fair to be held on Parent Conference Night. Students learned to compute the time it takes to burn off calories at a walking and running pace.

Social Studies

Students completed a 4 Part Cause and Effect Study Foldable for Social Studies that consisted of Cover Page, Grid Voc. Map (i.e. Word, Observation, Know, and Infer information), Multi Flow Map (i.e. Cause and Effect), Timeline noted key information.

Credit Recovery

Two students received credits in Biology and Algebra. Students will continue working in Odysseyware for credit recovery.

MEDLOCK/YOUTH VILLAGE CAMPUS – (003):**Latest Campus Enrollment**

Total Enrollment	113
Medlock Students	73
Youth Village Students	31
Youth Village Youth Offenders	09

SPED - Total Students	30
Medlock SPED	21
Medlock 504	00
Youth Village SPED	09
Youth Village 504	00

ESL – Total Students	10
Medlock ESL	09
Youth Village ESL	01

Instruction at a Glance

The Medlock Youth Village campus conducted several activities to celebrate Christmas teaching students the importance of showing appreciation to those individuals who have contributed to their development as a person. Celebrating the Dr. Martin Luther King, Jr. holiday, the Medlock and Youth Village students assisted the staff in designing the bulletin board and decorating the halls. In addition, Medlock and Youth Village English teachers designed a TEKS-based lesson where student analyzed poetry and essays on celebrating the legacy of Dr. Martin Luther King, Jr. In an effort to stimulate pride in the campus, the staff honored several A/B honor roll students for the 3rd six weeks.

The Medlock Youth Village Campus began its recognition of prominent African-American leaders by holding various classroom activities in the History, Technology, and Study Hall classes. In addition, the staff is planning activities to celebrate African-American History Month at both facilities.

Continuously promoting our collaborative spirit, the Medlock and Youth Village content teams have been conducting cross-curriculum meetings to better plan our lessons and create consistency throughout the content areas.

STAAR Administration

The Medlock Youth Village received scores from the December EOC test administration where several students from both the Medlock and Youth Village locations passed at least one of the required tests. A few students passed all three of the 9th Grade required tests, while others were extremely close and missed the passing standard by three or fewer questions. Teachers have been using STAAR release tests as diagnostic tests on all the students to identify their students' strengths and weaknesses in preparation for the test and will continue as they prepare for the Spring Administration.

Report Card

The 3rd Six Weeks ended on December 22nd, and 25 students were on the A and B Honor Roll. Parent copies were mailed and students received copies.

Credit Recovery Program

The Medlock Youth Village credit recovery program is well underway and Medlock Youth Village staff is steadily finding ways to assist students in their positive transition back into their traditional educational setting. Currently, over 50 students are participating in the program. Numerous students have already regained/recouped credit. The campus data controller is carefully monitoring students' personal graduation plans (PGPs) to assist students in identifying any credit deficiencies needed to recover. Some of our exiting students have transitioned to DRC to continue their credit recovery process.

SAU (SUBSTANCE ABUSE UNIT) CAMPUS (004):**Latest Campus Enrollment**

Total Enrollment	43
SPED Total Students	04
ESL Total Students	12

Instruction at a Glance**English**

Students created poster slogans designed to incorporate the SOAP (subject, occasion, audience, and purpose). The SOAP is the cornerstone in all advertisement, media, campaigns, etc. Students had to demonstrate an understanding of how the process works through the posters.

Career and Technology

Students learned about

- 1) Microsoft Word Formatting
- 2) Creating a Microsoft Word Flyer
- 3) EXCEL Formatting
- 4) Creating an EXCEL Spreadsheet
- 5) Odysseyware assignments
- 6) EXCEL Weather assignment (Cross Curriculum)

Credit Recovery

Students recovered 38 credits.

Science

Students recognized the differences in physical and chemical changes.

Students recognized the uses of metals, alloys, colloids, suspensions and metalloids.

Labs:

Density Lab to see masses of different objects

Cleaning pennies with vinegar and salt

Physical and Chemical changes by adding baking soda to vinegar and putting the substance in a bottle

Math

When the students came back from Christmas break, a review was done on Order of Operations, Equations, and Integers etc. This provides students an understanding of the fundamentals before going into polynomials. The students have been introduced to and did activities on monomial/polynomial expressions. Once the students had a full understanding, adding and subtracting polynomials were introduced.

LETOT CAMPUS (005):

Latest Campus Enrollment

Total Enrollment	26 shelter/19 RTC
SPED Total Students	1 shelter/3 RTC
ESL Total Students	6 shelter/3 RTC

Instruction at a Glance

- All RTC students are High School Level and are willing to peer tutor and work cooperatively during classes.
- With larger shelter numbers, teachers use multiple plans to be able to work with students on similar levels while providing appropriate and grade level independent work for other students who are waiting for their group or individual assistance.
- Also with a larger number of ESL students, the ELA teacher, with bilingual certification, can instruct students effectively.

Campus Life at a Glance

- After a water pipe burst that affected the Education wing of RTC the last week of the semester, students and teachers could return to the Educational wing to start the new semester as they await restoration of the computer lab, art room and education offices.
- RTC students attended the movie *Hidden Figures* with teachers and special guest, Deputy Director of Education, K. Ramos. Students followed up in classes with discussion and writing about various related topics.

**ACADEMY FOR ACADEMIC EXCELLENCE
PROGRAM STATUS REPORT**

Active Enrollments					
Student Enrollment as of January 2017:			District Total Enrollment: 458		
District Average Attendance			433 (94.54%)		
District Special Education Student Population			129 (28.17%)		
CAMPUSES	JDC - 001	DRC - 002	MED. / YV - 003	SAU - 004	LETOT - 005
	Number	Number	Number	Number	Number
Enrollment	239	32	115	36	36
New Students	151	24	13	16	28
Withdrawals	130	22	12	24	29
Avg. Daily Attendance	237	20	114	27	35
Avg. Daily Enrollment	239	32	115	36	36
Attendance Average	99.16%	62.50%	99.13%	75.00%	97.22%

Demographics

CATEGORY	JDC - 001		DRC - 002		MED. / YV - 003		SAU - 004		LETOT - 005	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
GENDER										
Female	45	(18.15%)	05	(12.20%)	00	(0.0%)	05	(23.81%)	28	(80.00%)
Male	203	(81.85%)	36	(87.80%)	113	(100%)	31	(76.19%)	07	(20.00%)
GRADE	Number		Number		Number		Number		Number	
3	0		0		0		0		0	
4	0		0		0		0		0	
5	0		0		1		0		0	
6	10		1		11		2		0	
7	30		4		10		2		5	
8	35		9		18		3		7	
9	116		21		50		19		15	
10	46		8		21		9		6	
11	11		0		2		1		2	
12	0		0		0		0		0	
AGE	Number		Number		Number		Number		Number	
10	0		0		0		0		0	
11	0		0		2		0		0	
12	2		0		3		0		1	
13	10		1		8		0		4	
14	30		4		19		3		9	
15	68		5		263		9		9	
16	92		15		31		11		10	
17	44		16		27		13		2	
18+	3		2		0		0		0	
ETHNICITY	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
African American	102	(41.13%)	19	(46.34)	73	(64.60%)	5	(13.89%)	11	(31.43%)
Caucasian	28	(11.30%)	1	(02.44%)	7	(06.19%)	3	(08.33%)	3	(08.57%)
Hispanic	116	(46.77%)	21	(51.22%)	30	(26.55%)	27	(75.00%)	20	(57.14%)
Native American	0	(00.00%)	0	(00.00%)	0	(00.00%)	0	(00.00%)	0	(00.00%)
Other/Asian	2	(00.81%)	0	(00.00%)	3	(02.65%)	1	(02.78%)	1	(02.86%)



ACTION ITEMS

VII.



ACTION ITEM

0.



**DALLASCOUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: February 27, 2017
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Approval of Interlocal Transportation Agreement between Dallas County Schools and the Academy for Academic Excellence

Background of Issue:

Dallas County Schools has been providing transportation services for the Academy for Academic Excellence—Substance Abuse Unit (SAU) since 2005-2006 via an Interlocal Agreement. The Texas Education Agency's (TEA) application of transportation policy requires a formal agreement with Dallas County Schools for transportation. As such, the Interlocal Agreement to provide student transportation between Dallas County Schools and the Academy for Academic Excellence School Board requires approval by the Academy for Academic Excellence School Board. Thus, the purpose of this briefing is to request Board approval of the Interlocal Agreement between the Academy for Academic Excellence (AAE) and Dallas County Schools (DCS). This agreement is being presented to the Board due to a rate increase.

Under the current contract, 2015-2016 records indicate the total amount paid to DCS Transportation, for SAU students was \$209,115.27 at the rate of \$89 for the first three hours and \$15.27 per hour thereafter. The proposed rate for the 2016-2017 school year is \$206.60 for the first three hours and \$35.42 per additional hour thereafter.

Impact on Operations and Maintenance:

Dallas County Schools (DCS) provides transportation for the students attending the Substance Abuse Unit's Day Treatment Program. The Texas Education Agency policy requires that the Charter School request reimbursement directly from TEA. Changes to the Interlocal Transportation Agreement include the following:

- Amend language to be Family Educational Rights to Privacy (FERPA) compliant;
- Increase in rates from \$89 for the first three hours and \$15.27 in per hour thereafter from prior school years to \$206.60 for the first three hours and \$35.42 per additional hour for the 2016-2017 (to be paid from state-aid (7500)); and
- Remove language related to other AAE campuses.

Strategic Plan Compliance:

This request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment and education for youth/families involved in the Juvenile Justice system and assisting with academic growth.

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.
214-698-2200 Office*

Legal Information:

This Interlocal Transportation Agreement has been reviewed and approved by Ms. Denika Caruthers, Juvenile Department's Administrative Legal Advisor.

Financial Impact/Considerations:

This information has been reviewed and approved by Ms. Carmen Williams, Juvenile Department's Budget Services Manager. In addition, Mr. Ryan Brown, Dallas County Budget Officer and Mr. John Ames, Dallas County Tax Assessor/Collector have been made aware of the cost increase and the potential budget implications.

Performance Impact Measures:

To ensure students receive transportation to and from SAU for educational and other supportive services.

Project Schedule/Implementation:

Transportation services started at the beginning of the school year on August 1, 2016, and go through July 31, 2017.

Recommendation:

It is recommended that the Academy for Academic Excellence Charter School Board approve the Interlocal Transportation Agreement with Dallas County Schools to be paid from state-aid (7500).

Recommended by:



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

STATE OF TEXAS

COUNTY OF DALLAS

**INTERLOCAL AGREEMENT TO PROVIDE
STUDENT TRANSPORTATION SERVICES
BETWEEN
DALLAS COUNTY SCHOOLS
AND
ACADEMY FOR ACADEMIC EXCELLENCE**

WHEREAS, Dallas County Schools ("DCS") and the Dallas County Academy for Academic Excellence (the "Academy") are governmental entities of the State of Texas; and

WHEREAS, DCS has agreed to provide student transportation services (the "Services") to the Academy for those students attending the Academy's Substance Abuse Unit ("SAU") located at 414 South R.L. Thornton, Dallas, Texas 75203.

NOW THEREFORE, DCS and the Academy enter into this Interlocal Agreement to Provide Student Transportation Services (the "Agreement") pursuant to the authority of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, as amended, for provision of student transportation services by DCS to the Academy for the mutual consideration as stated herein:

1. TERM

This Agreement is effective August 1, 2016 for a one (1) year period through July 31, 2017 (the "Initial Term"), unless written notice of earlier termination is given by either party to the other in accordance with the terms of this Agreement. Prior to the expiration of the Initial Term, either party may notify the other in writing of its intent to renew this Agreement or renegotiate its terms. Each renewal is to be executed in the form of an amendment to the Agreement extending the Agreement period. A renewal may not cover more than one (1) year, and the total period of this Agreement, including the Initial Term and all renewals, may not exceed a maximum combined period of six (6) years.

2. RELATIONSHIP OF THE PARTIES

Each party is acting independently, and neither is an agent, servant, employee or joint enterprise of the other. DCS represents that it has, or will secure at its own expense, all personnel and consultants required in performing the Services under this Agreement; subject to the provisions in Section 3. No officer and/or member of the governing body of the Academy and/or DCS shall participate in any decision relating to this Agreement which affects their personal interest or have any pecuniary interest in this Agreement or process thereof.

3. SCOPE OF WORK/RESPONSIBILITIES OF THE PARTIES

A. RESPONSIBILITIES OF DCS. DCS agrees to:

- 1) Provide the necessary school buses to provide the Services in accordance with the rules and guidelines set forth by the Texas Education Agency.

- 2) Provide the Services to the Academy, and other transportation services as requested by authorized staff within the Academy, including but not limited to extracurricular trips, at the rate provided for in Attachment A.
- 3) Provide staff to perform the function of a bus monitor, if requested by the Academy, upon ten (10) days advance written notice to DCS, at the rate provided for in Attachment A.
- 4) Invoice the Academy each month in accordance with the terms of this Agreement.
- 5) Assume sole responsibility for employing, assigning, managing, dismissing and disciplining drivers, monitors and all other transportation employees. DCS shall perform necessary criminal record background inquiries on its employees, as well as Department of Transportation drug and alcohol testing as required by law.
- 6) Promptly investigate any complaint or allegation made by any source, reported to DCS, related to performance of the Services under this Agreement and take any appropriate action.
- 7) Notify the Academy in the event of a motor vehicle accident or other serious bus incident. DCS's Public Information Office shall serve as the primary media relations contact on all issues related to transportation, but the Academy shall have the right to issue its own press releases or official communications on any transportation matter related to its students, upon notice to DCS.
- 8) Handle discipline for student conduct in accordance with the Academy's Student Code of Conduct and DCS Policy Chapter 17. A copy of DCS Policy Chapter 17, which includes DCS's Bus Rider Code of Conduct, is attached hereto as Attachment B. DCS shall immediately report students violating the DCS Bus Rider Code of Conduct to the appropriate Academy administrative staff, using a DCS School Bus Incident Report, and the Academy shall provide DCS with written acknowledgement of the Incident Report and any disciplinary action administered.

B. RESPONSIBILITIES OF THE ACADEMY. THE ACADEMY agrees to:

- 1) Pay DCS all undisputed amounts as provided herein within thirty (30) days of the receipt of any invoice. Should the Academy dispute all or a portion of an invoice, the Academy shall notify DCS in writing of any disputed amount within twenty (20) days of the Academy's receipt of that invoice.
- 2) Provide DCS with all information necessary for developing routes, including but not limited to students' names, addresses, ID numbers, schools, bell schedules, and program types. The Academy shall also provide DCS with information related to any special needs of students, including but not limited to relevant ARD information related to transportation of the student(s).
- 3) Immediately refer any complaint or allegation, from any source, regarding a DCS transportation employee or transportation services, directly to the DCS Director of Transportation in writing and at (214) 944-4524 (or such other telephone number as may be provided to the Academy in writing).

- 4) Upon notification by DCS of a motor vehicle accident or other bus incident involving students, be responsible for notifying the relevant parents/guardians of their student's involvement and provide an open communication line for that purpose.
- 5) Immediately refer all requests from the media or public for information/comments related to transportation to the Public Information Office of DCS in writing and at (214) 944-4502 for handling, as appropriate.
- 6) Provide copies of the Academy's Student Code of Conduct and the DCS Bus Rider Code of Conduct to the Academy's students each school year. The Academy shall reinforce transportation rules, expected bus conduct and consequences to students at the beginning of each school semester.
- 7) The Academy shall provide DCS with reasonable support with student and parent issues, including but not limited to providing assistance from the Academy's police and/or security department and/or funding for bus monitors as needed to resolve issues with violence, fights, or other unsafe or emergency situations.

4. TERMINATION

Either party may terminate this Agreement and any renewal thereof, with or without cause, by sending ninety (90) days prior written notice to the other party. DCS shall have the right to terminate the Agreement for cause should the Academy fail to make payment of any undisputed amount required under the Agreement, if DCS has sent written notice of any such failure to make payment to the Academy and given the Academy thirty (30) days from the date the Academy receives such notice to cure the failure to make payment of any undisputed amount.

5. NOTICE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or certified mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below (or at such other address as may be provided in writing to the party giving notice). Such notice, demand or request shall be deemed to have been given upon actual receipt.

THE ACADEMY:

Judge Cheryl Shannon, President
 Dallas County Juvenile Justice Charter School
 Henry Wade Juvenile Justice Center
 2600 Lone Star Drive
 Dallas, TX 75212

DCS:

Rick D. Sorrells, Ed.D.
 Superintendent
 Dallas County Schools
 5151 Samuell Boulevard
 Dallas, TX 75228

6. LIABILITY

It is understood and agreed between the parties that each party hereto shall be responsible for its own acts of negligence. Where injury or property damage results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Neither party shall be responsible to the other for any negligent act or omission. These provisions are solely for the

benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defense available by law or of any immunity to which the party is entitled.

7. CHOICE OF LAWS AND VENUE

In providing services under the Agreement, DCS must observe and comply with all applicable federal, state and local statutes, ordinances, rules, and regulations. DCS must also observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials necessary to provide services under the Agreement. The Agreement shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas. All statutes and law stated herein shall be updated as amended.

8. 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.

9. 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.

10. ENTIRE AGREEMENT

This Agreement, including all 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.

11. 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.

12. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

13. ASSIGNMENT

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

14. CONTERPARTS, 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.

15. GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to DCS's and the Academy's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable state and federal law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties have by operation of law. Nothing herein is intended to benefit any third-party beneficiaries to this Agreement.

16. PREVENTION OF FRAUD AND ABUSE

The parties 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 abuse involving DCS's or the Academy's employees or agents that involve funds or activities under this Agreement shall be reported immediately by the party that becomes aware of the incident to the appropriate governing body for appropriate action.

17. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of the parties under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement. Neither party shall have a right of action against the other party in the event one party 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 a party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, that party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other party at the earliest possible time prior to the end of its fiscal year; however, the Academy shall be required to pay DCS for services already received at the time it gives notice. In the event that either party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, the other party may immediately terminate this Agreement.

18. CONFIDENTIALITY AND RECORDS

- A.** Both parties shall safeguard and adhere to all confidentiality, privacy, and security requirements according to the applicable federal, state, and local rules and regulations for the privacy and security of all information accessed in connection with this Agreement.
- B.** All records created under this Agreement shall belong to DCS or the Academy, as the case may be.
- C. STUDENT CONFIDENTIALITY.** Each party acknowledges that the parties have a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act ("FERPA"). The parties are receiving student information in compliance with the requirements and exceptions outlined in FERPA. Each party acknowledges that it must comply with said law and regulations and safeguard student information. Except as allowed by law, a party may not re-disclose the information to a third party without prior written consent from the parent or eligible student. Subject to any applicable records retention laws, each party must destroy any student information received from the other party when no longer needed for the purposes listed in the Agreement.

19. PROMPT PAYMENT ACT

DCS agrees that a temporary delay in making payments due to the Academy's accounting disbursement procedures shall not place them in default of this Agreement and shall not render the Academy liable for interest or penalties, provided such delay shall not exceed thirty (30) days after receipt of the invoice. Any payment not made within thirty (30) days after receipt of the invoice shall bear interest in accordance with Chapter 2251, Texas Government Code, as amended.

20. FORCE MAJEURE

Neither the Academy nor DCS shall be deemed in violation of this Agreement if either is prevented from performing any of the obligations hereunder by reason of, for or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, government regulation, 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 circumstance 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.

21. SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, the undersigned parties have entered into this Interlocal Agreement to Provide Student Transportation Services Between Dallas County Schools and Academy for Academic Excellence effective as of August 1, 2016.

ACADEMY FOR ACADEMIC EXCELLENCE:

DALLAS COUNTY SCHOOLS:

BY: _____
Judge Cheryl Shannon
President

BY: _____
Rick D. Sorrells, Ed.D.
Superintendent

ATTACHMENT A

2016 – 2017 RATES*

- STUDENT TRANSPORTATION SERVICES - \$206.60 for the first 3 hours and \$35.42 per each additional hour.
- MONITOR SERVICES - \$15.00 per hour.

* Rates are subject to change annually.

ATTACHMENT B

DCS POLICY CHAPTER 17 – STUDENTS
(Attached)

Chapter 17. Student Conduct

§ 17.001. Student Safety

- (a) Dallas County Schools will attempt to ensure student safety through supervision of students while transporting students on DCS buses, and through special attention to the following:
 - (1) Maintaining a reasonably safe environment.
 - (2) Observing safe practices in the maintenance and operation of school buses.
 - (3) Providing first-aid care for students in case of accident or sudden illness.
- (b) Procedures regarding students at risk for anaphylaxis:
 - (1) Upon notice from a client school district that a student has been identified with a food allergy at risk for anaphylaxis, DCS shall work with the district to obtain specific food allergy information related to the student.
 - (2) Upon request from a client school district, DCS shall provide a representative to participate in the development, communication, implementation, and monitoring of food allergy action plans, emergency care plans, individualized health care plans, or 504 plans, as related to transportation of a student that has been identified with a food allergy at risk for anaphylaxis.
 - (3) DCS shall take reasonable steps to reduce the risk of exposure to common food allergens on the school bus and shall provide training for transportation employees on recognition of anaphylaxis and appropriate emergency response. Following an anaphylactic event on a school bus, DCS shall review its policies and procedures regarding students at risk for anaphylaxis.
- (c) The Superintendent or his designee shall work with the principals of the districts served by DCS transportation services to develop plans and procedures for acquainting students with safe conduct, behavior, and procedures for the use of school-provided transportation, and shall provide copies of the Bus Rider Code of Conduct.
- (d) Dallas County Schools will require all districts served by DCS Network Security Services to agree in writing to comply with the Children's Internet Protection Act ("CIPA"), 47 U.S.C. § 254(l), and the Protecting Children in the 21st Century Act, Pub. L. No. 110-385, Title II, 122 Stat. 4096 (2008), and all Federal Communications Commission rules regarding these acts, including maintaining required policies and annually filing required forms to certify compliance.

See also Tex. Educ. Code § 38.0151(a).³

Adopted 11/18/04; amended 1/19/12, 11/15/12

§ 17.002. Student Discipline

Students must follow the student discipline guidelines of their school district and the Bus Rider Code of Conduct any time they are on DCS property, including school buses.

Adopted 11/18/04

§ 17.003. Bus Rider Code of Conduct

(a) The board of trustees of an independent school district shall ... adopt a student code of conduct for the district. ... In addition to establishing standards for student conduct, the student code of conduct must:

* * *

(7) prohibit bullying, harassment,⁴ and making hit lists⁵ and ensure that district employees enforce those prohibitions; and

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The board of trustees of each school district ... shall adopt and administer a policy for the care of students with a diagnosed food allergy at risk for anaphylaxis based on guidelines developed by the commissioner of state health services in consultation with an ad hoc committee appointed by the commissioner of state health services.

Tex. Educ. Code § 38.0151(a)

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“Harassment” means threatening to cause harm or bodily injury to another student, engaging in sexually intimidating conduct, causing physical damage to the property of another student, subjecting another student to physical confinement or restraint, or maliciously taking any action that substantially harms another student’s physical or emotional health or safety.

Texas Education Code § 37.001(b)(1)

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“Hit list” means a list of people targeted to be harmed, using:

- (A) a firearm, as defined by Section 46.01(3), Penal Code;
- (B) a knife, as defined by Section 46.01(7), Penal Code; or
- (C) any other object to be used with intent to cause bodily harm.

Texas Education Code § 37.001(b)(2)

- (8) provide, as appropriate for students at each grade level, methods, including options, for:
- (A) managing students in the classroom and on school grounds;
 - (B) disciplining students; and
 - (C) preventing and intervening in student discipline problems, including bullying, harassment, and making hit lists.

* * *

- (c) Once the student code of conduct is promulgated, any change or amendment must be approved by the board of trustees.
- (d) Each school year, a school district shall provide parents notice of and information regarding the student code of conduct.

Texas Education Code § 37.001

A school district may not require or allow a child to stand on a school bus or passenger van that is in motion.

Texas Education Code § 34.004

- (a) Bus riding is a privilege that requires responsible behavior. Certain rules of conduct are necessary for the safety of all students who ride the bus. However, some students may choose not to conduct themselves appropriately. Students displaying the following infractions will be reported to the principal by the bus driver.
 - (1) Improper boarding/departing procedures;
 - (2) Bringing any type of weapon or other article of injurious or objectionable nature aboard the bus;
 - (3) Failure to remain seated when directed or when the bus is moving;
 - (4) Failure to wear a seat belt when directed or when the bus is moving (if the bus is equipped with seat belts);⁶
 - (5) Refusing to obey driver or monitor or addressing driver or monitor in disre-

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A school district shall require a student riding a bus operated by or contracted for operation by the district to wear a seat belt if the bus is equipped with seat belts for all passengers on the bus. A school district may implement a disciplinary policy to enforce the use of seat belts by students.

Texas Education Code § 34.013

- spectful manner;
- (6) Fighting, pushing, tripping or assault;
 - (7) Bullying;
 - (8) Harassment (threatening to cause harm or bodily injury to another student, engaging in sexually intimidating conduct, causing physical damage to the property of another student, subjecting another student to physical confinement or restraint, or maliciously taking any action that substantially harms another student's physical or emotional health or safety);
 - (9) Making hit lists (lists of people targeted to be harmed, using a firearm, knife, or any other object to be used with intent to cause bodily harm);
 - (10) Eating or drinking on the bus;
 - (11) Extending any part of a student's body, clothing, or any other article outside a bus window;
 - (12) Throwing, pitching, or shooting objects inside or out of the bus;
 - (13) Lighting matches or smoking or use of tobacco products on the bus;
 - (14) Spitting or littering;
 - (15) Unnecessary noise;
 - (16) Tampering with bus equipment or vandalism of bus property;
 - (17) Rude, discourteous, or annoying conduct;
 - (18) Destruction of property;
 - (19) Using profanity;
 - (20) Harassing or distracting the driver;
 - (21) Possession or use of tobacco, tobacco products, drugs, abusable volatile chemicals, or alcohol;
 - (22) Public lewdness or indecent exposure;
 - (23) Making a false alarm or report or terroristic threat;
 - (24) Engaging in conduct that constitutes a felony;
 - (25) Other behavior detrimental to safety, well-being, and respect for others.

- (b) Dallas County Schools employees observing violations of this section shall report the student and incident to the appropriate school principal. Incident reports will be prepared in triplicate, with one copy to the principal, one copy to the DCS Transportation Department, and one copy to the reporting employee. Responses to incident reports will be provided to the DCS Transportation Department and to the reporting employee.

Adopted 11/18/04; amended 10/18/07, 8/28/08

§ 17.004. Refusal or Suspension of or Removal from Transportation Services

- (a) ... In addition to establishing standards for student conduct, the student code of conduct must:

* * *

- (3) outline conditions under which a student may be suspended as provided by Section 37.005;
- (4) specify that consideration will be given, as a factor in each decision concerning suspension ..., regardless of whether the decision concerns a mandatory or discretionary action, to:
- (A) self-defense;
 - (B) intent or lack of intent at the time the student engaged in the conduct;
 - (C) a student's disciplinary history; or
 - (D) a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;

* * *

- (6) address the notification of a student's parent or guardian of a violation of the student code of conduct committed by the student that results in suspension ...;

* * *

- (b-1) The methods adopted under Subsection (a)(8) must provide that a student who is enrolled in a special education program under Subchapter A, Chapter 29, may not be disciplined for conduct prohibited in accordance with Subsection (a)(7) until an admission, review, and dismissal committee meeting has been held to review the conduct.

Texas Education Code §§ 37.001(a) & (b-1)

- (a) The principal or other appropriate administrator may suspend a student who engages in conduct identified in the student code of conduct adopted under Section 37.001 as conduct for which a student may be suspended.
- (b) A suspension under this section may not exceed three school days.

Texas Education Code § 37.005

- (a) If a bus driver reasonably determines that a student's behavior interferes with the safe operation of the bus, or seriously threatens the safety of any person inside or outside the bus, and that the situation cannot be resolved in any other way, the driver may decline to transport the student.
 - (1) If the bus has not yet left the student's home, school, or regular bus stop, the driver should refuse the student permission to board or instruct the student to leave the bus. The driver will promptly notify the dispatcher, who will notify the Area Director and the student's school.
 - (2) If the bus has already left the student's home, school, or regular bus stop, the driver should promptly find a safe location, stop the bus, and instruct the student to leave the bus, if safe to do so based on the severity of the situation; proximity to the student's home, school, or regular bus stop; and the student's age. The driver will promptly notify the dispatcher, who will notify the Area Director and the student's school.
 - (3) If the bus has already left the student's home, school, or regular bus stop and it is not safe to instruct the student to leave the bus, the driver should notify the dispatcher, who will request that a supervisor or other appropriate personnel be dispatched to the bus location to remove the student from the bus and transport the student to the student's home, school, or regular bus stop.
- (b) Conduct listed in paragraphs 2, 6, 7, 8, 9, 12, 13, 16, 18, 21, 22, 23, or 24 of the Bus Rider Code of Conduct, or repeated conduct listed in any other paragraph of the Bus Rider Code of Conduct, is a ground for suspension of or removal from transportation services.
- (c) If a student has committed a violation identified in paragraph (b), the Superintendent or his designee may suspend the student from transportation services for a period not to exceed three school days. Oral notice of such suspension shall be given to the student's parent or guardian and to the student's home school, at least two hours before the student's next scheduled time for transportation. If the parent or guardian cannot be contacted, the suspension will begin three school days after written notice is given to the parent or guardian.
- (d) If a student has committed a violation identified in paragraph (b) that warrants a longer removal from transportation services, the Superintendent or his designee may remove the student from transportation services for more than three school

days. Written notice of such removal shall be given to the student's parent or guardian and to the student's home school at least three school days before the removal is to begin. The student or the student's parent or guardian may request a conference with the Superintendent to discuss the removal. At the conference, the Superintendent may uphold, modify, or reverse the removal. If the complainant is not satisfied with the outcome of the conference, the complainant may request the Board of Trustees to review the removal. The Board of Trustees may uphold, modify, or reverse the removal. The decision of the Board of Trustees is final.

- (e) The Superintendent or his designee has discretion to determine the length of any suspension or removal. Consideration will be given to:
 - (1) the duration and severity of the misconduct;
 - (2) whether the person or property of others was harmed or endangered;
 - (3) whether the conduct interfered with the safe operation of the bus;
 - (4) whether the conduct is a violation of criminal law;
 - (5) provocation or self-defense;
 - (6) intent or lack of intent at the time the student engaged in the conduct;
 - (7) the student's disciplinary history, and
 - (8) any disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.
- (f) Any change in transportation service for a student receiving special education services must comply with transportation requirements identified in the student's Individual Education Plan (IEP) unless revised or addressed in the student's Behavioral Intervention Plan (BIP). A student receiving special education services may not be disciplined for bullying, harassment, or making hit lists until an admission, review, and dismissal committee meeting has been held to review the conduct.
- (g) All refusal or suspension of or removal from transportation services is subject to the provisions of Dallas County Schools' interlocal agreements with its client school districts. DCS administration will coordinate with school district transportation liaisons to ensure that Dallas County Schools' approach to discipline of students from each respective school district is consistent with the disciplinary approach of the school district.

Adopted 11/15/07; amended 5/20/10

§ 17.005. Property Damage by Students

Students shall not vandalize or otherwise damage or deface any property belonging to or used by Dallas County Schools. Employees shall report to the student's principal and to the DCS Transportation Department incidents of vandalism and, if known, the names of those responsible.

See also Texas Family Code § 41.001.⁷

Adopted 11/18/04

§ 17.006. No Consent Required for Recording Student Conduct

An employee of a school district is not required to obtain the consent of a child's parent before the employee may make a videotape of a child or authorize the recording of a child's voice if the videotape or voice recording is to be used only for:

- (1) purposes of safety, including the maintenance of order and discipline in common areas of the school or on school buses;
- (2) a purpose related to a cocurricular or extracurricular activity;

Texas Education Code § 26.009(b)

§ 17.007. Prevention of Bullying

(a) In this section, "bullying" means, subject to Subsection (b), engaging in written or verbal expression, expression through electronic means, or physical conduct that occurs on school property, at a school-sponsored or school-related activity, or in a vehicle operated by the district and that:

- (1) has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; or
- (2) is sufficiently severe, persistent, and pervasive enough that the action or

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A parent or other person who has the duty of control and reasonable discipline of a child is liable for any property damage proximately caused by:

- (1) the negligent conduct of the child if the conduct is reasonably attributable to the negligent failure of the parent or other person to exercise that duty; or
- (2) the willful and malicious conduct of a child who is at least 10 years of age but under 18 years of age.

Texas Family Code § 41.001

threat creates an intimidating, threatening, or abusive educational environment for a student.

- (b) Conduct described by Subsection (a) is considered bullying if that conduct:
 - (1) exploits an imbalance of power between the student perpetrator and the student victim through written or verbal expression or physical conduct; and
 - (2) interferes with a student's education or substantially disrupts the operation of a school.
- (c) The board of trustees of each school district shall adopt a policy, including any necessary procedures, concerning bullying that:
 - (1) prohibits the bullying of a student;
 - (2) prohibits retaliation against any person, including a victim, a witness, or another person, who in good faith provides information concerning an incident of bullying;
 - (3) establishes a procedure for providing notice of an incident of bullying to a parent or guardian of the victim and a parent or guardian of the bully within a reasonable amount of time after the incident;
 - (4) establishes the actions a student should take to obtain assistance and intervention in response to bullying;
 - (5) sets out the available counseling options for a student who is a victim of or a witness to bullying or who engages in bullying;
 - (6) establishes procedures for reporting an incident of bullying, investigating a reported incident of bullying, and determining whether the reported incident of bullying occurred;
 - (7) prohibits the imposition of a disciplinary measure on a student who, after an investigation, is found to be a victim of bullying, on the basis of that student's use of reasonable self-defense in response to the bullying; and
- (8) requires that discipline for bullying of a student with disabilities comply with applicable requirements under federal law, including the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.).

Texas Education Code § 37.0832

- (a) Bullying of a student, as defined by state law, is prohibited. *See also* Policy 17.003(a)(7) (Bus Rider Code of Conduct). Prohibited bullying may take the form of expression or conduct that is reasonably perceived as being motivated either by any actual or perceived characteristic, including but not limited to race, ethnicity, color, religion, ancestry, national origin, gender, sex, sexual orientation, gender identity and expression, marital status, socio-economic background,

social/family background, linguistic preference, political beliefs, or a mental, physical, or sensory disability, difference, or impairment.

- (b) Retaliation against any person, including a victim, a witness, or another person, who in good faith provides information concerning an incident of bullying is prohibited. *See also* Policy 15.001(a) regarding employees.
- (c) DCS employees observing bullying of a student shall follow the reporting procedures found in Policy 17.003(b). Upon notification of an incident of bullying, DCS shall notify the student's school district of the incident. In accordance with DCS' interlocal agreements with its client school, the school district shall provide notice of an incident of bullying to a parent or guardian of the victim and a parent or guardian of the bully within a reasonable amount of time after the incident, investigate the reported incident of bullying, and determine whether the reported incident of bullying occurred.
- (d) To obtain assistance and intervention in response to bullying, a student should timely report any concerns to the bus driver and should follow the student's school district's procedures for reporting to the appropriate school administrator.
- (e) A student who is a victim of or a witness to bullying or who engages in bullying should contact the student's school district to learn available counseling options.
- (f) DCS will not impose a disciplinary measure on a student who, after an investigation, is found and reported by the school district to be a victim of bullying, on the basis of that student's use of reasonable self-defense in response to the bullying.
- (g) Discipline for bullying of a student with disabilities must comply with applicable requirements under federal law, including the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400, *et seq.*). *See* Policy 17.004(i).

Adopted 10/20/11

STATE OF TEXAS
COUNTY OF DALLAS

INTERLOCAL AGREEMENT TO PROVIDE
STUDENT TRANSPORTATION SERVICES
BETWEEN
DALLAS COUNTY SCHOOLS
AND
~~DALLAS COUNTY ACADEMY FOR ACADEMIC EXCELLENCE~~

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WHEREAS, Dallas County Schools ("DCS") and the Dallas County Academy for Academic Excellence (the "Academy") are governmental entities of the State of Texas; and

~~**WHEREAS**, the Academy provides educational services to students with both mandatory and discretionary placement throughout their various campuses; and~~

WHEREAS, DCS has agreed to provide student transportation services (the "Services") to the Academy for those students with court ordered placement, including the Academy's Substance Abuse Unit ("SAU") located at 414 South R.L. Thornton, Dallas, Texas 75203; and

~~**WHEREAS**, DCS has agreed to consider providing Services to the Academy for those students with discretionary placement attending the Academy's various campuses.~~

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NOW THEREFORE, DCS and the Academy enter into this Interlocal Agreement to Provide Student Transportation Services (the "Agreement") pursuant to the authority of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, as amended, for provision of student transportation services by DCS to the Academy for the mutual consideration as stated herein:

1. TERM

This Agreement is effective August 1, 2016 for a one (1) year period through July 31, 2017 (the "Initial Term"), unless written notice of earlier termination is given by either party to the other in accordance with the terms of this Agreement. Prior to the expiration of the Initial Term, either party may notify the other in writing of its intent to renew this Agreement or renegotiate its terms. Each renewal is to be executed in the form of an amendment to the Agreement extending the Agreement period. A renewal may not cover more than one (1) year, and the total period of this Agreement, including the Initial Term and all renewals, may not exceed a maximum combined period of six (6) years.

2. RELATIONSHIP OF THE PARTIES

Each party is acting independently, and neither is an agent, servant, employee or joint enterprise of the other. DCS represents that it has, or will secure at its own expense, all personnel and consultants required in performing the Services under this Agreement; subject to the provisions in Section 3. No officer and/or member of the governing body of the Academy and/or DCS shall participate in any decision relating to this Agreement which affects their personal interest or have any pecuniary interest in this Agreement or process thereof.

3. SCOPE OF WORK/RESPONSIBILITIES OF THE PARTIES

A. RESPONSIBILITIES OF DCS. DCS agrees to:

- 1) Provide the necessary school buses to provide the Services, **up to twenty (20)**, in accordance with the rules and guidelines set forth by the Texas Education Agency.
- 2) ~~Transport students with court-ordered placement from locations specified by the Academy, and mutually agreed upon by DCS, to the various campuses governed by the Academy, including the SAU facility located at 414 South R.L. Thornton, Dallas, Texas 75203, herein referred to as the Route(s).~~
- 3) ~~Enter into a **separate interlocal agreement with each school district** to transport students with discretionary placements from locations specified by the school district, and mutually agreed upon by DCS.~~
- 4) ~~Provide staff to perform the function of a bus monitor, if requested by the Academy, upon ten (10) days advance notice.~~
- 5) ~~Provide other transportation services as requested by authorized staff within the Academy, including but not limited to extracurricular trips. These services will be invoiced at the rate provided in Attachment A for the Initial Term of this Agreement. Thereafter, DCS may adjust these rates on an annual basis, which rates shall be communicated to the Academy prior to taking effect.~~
- 6) ~~Invoice the Academy once each month for additional transportation services relating to extracurricular activities, special programs, summer school, and special events as directed by approved Academy staff.~~
- 7) Assume sole responsibility for employing, assigning, managing, dismissing and disciplining drivers, monitors and all other transportation employees. DCS shall perform necessary criminal record background inquiries on its employees, as well as Department of Transportation drug and alcohol testing as required by law.
- 8) Promptly investigate any complaint or allegation made by any source while DCS was in the performance of this Agreement, and take appropriate action to prevent further complaints or allegations. DCS will notify the Academy of any action taken within five (5) days of finalizing its investigation and taking action.
- 9) Notify the Academy immediately in the event of a motor vehicle accident or other serious bus incident. DCS's Public Information Office shall serve as the primary media relations contact on all issues related to transportation, but the Academy shall have the right to issue its own press releases or official communications on any transportation matter related to its students, upon notice to DCS.
- 10) Handle discipline for student conduct in accordance with the Academy's Student Code of Conduct and DCS Policy Chapter 17. A copy of DCS Policy Chapter 17, which includes DCS's Bus Rider Code of Conduct, is attached hereto as Attachment B. DCS shall immediately report students violating the DCS Bus Rider Code of Conduct to the appropriate Academy administrative staff, using a DCS School Bus

Incident Report, and the Academy shall provide DCS with written acknowledgement of the Incident Report and any disciplinary action administered.

B. RESPONSIBILITIES OF THE ACADEMY. THE ACADEMY agrees to:

- 1) Remit to DCS any funds received from the State of Texas for eligible mileage within thirty (30) days of receipt from the State.
- 2) Pay DCS all undisputed amounts as provided herein within thirty (30) days of the receipt of any invoice. Should the Academy dispute an invoice, the Academy shall notify DCS in writing of any disputed amount within twenty (20) days of the Academy's receipt of that invoice.
- 3) Pay DCS for extracurricular, summer school, and special transportation services according to the price schedule in Attachment A of this Agreement. After the Initial Term of this Agreement, DCS may adjust the rates annually.
- 4) Provide DCS with all information necessary for developing routes, including but not limited to students' names, addresses, ID numbers, schools, bell schedules, and program types. The Academy shall also provide DCS with information related to any special needs of students, including but not limited to relevant ARD information related to transportation of the student(s).
- 5) Immediately refer any complaint or allegation, from any source, regarding a DCS transportation employee or transportation services, directly to the DCS ~~Executive~~ Director of Transportation in writing and at (214) 944-4524 (or such other telephone number as may be provided to the Academy in writing).
- 6) Upon notification by DCS of a motor vehicle accident or other bus incident involving students, be responsible for notifying the relevant parents/guardians of their student's involvement and provide an open communication line for that purpose.
- 7) Immediately refer all requests from the media or public for information/comments related to transportation to the Public Information Office of DCS in writing and at (214) 944-4502 for handling, as appropriate.
- 8) Provide copies of the Academy's Student Code of Conduct and the DCS Bus Rider Code of Conduct to the Academy's students each school year. The Academy shall reinforce transportation rules, expected bus conduct and consequences to students at the beginning of each school semester.
- 9) The Academy shall provide DCS with reasonable support with student and parent issues, including but not limited to providing assistance from the Academy's police and/or security department and/or funding for bus monitors as needed to resolve issues with violence, fights, or other unsafe or emergency situations.

Deleted: Executive

4. TERMINATION

Either party may terminate this Agreement and any renewal thereof, with or without cause, by sending ninety (90) days prior written notice to the other party. DCS shall have the right to

terminate the Agreement for cause should the Academy fail to make payment of any undisputed amount required under the Agreement, if DCS has sent written notice of any such failure to make payment to the Academy and given the Academy thirty (30) days from the date the Academy receives such notice to cure the failure to make payment of any undisputed amount.

5. NOTICE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or certified mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below (or at such other address as may be provided in writing to the party giving notice). Such notice, demand or request shall be deemed to have been given upon actual receipt.

THE ACADEMY:

Judge Cheryl Shannon, President
Dallas County Juvenile Justice Charter School
Henry Wade Juvenile Justice Center
2600 Lone Star Drive
Dallas, TX 75212
Phone: 214-698-4924
Fax: 244-698-4494
Email: cshannon@dallascounty.org

DCS:

Rick D. Sorrells, Ed.D.
Superintendent
Dallas County Schools
612 North Zang Boulevard
Dallas, TX 75208
Phone: 214-944-4568
Fax: 214-944-4509
Email: rsorrells@dcschools.com

6. LIABILITY

It is understood and agreed between the parties that each party hereto shall be responsible for its own acts of negligence. Where injury or property damage results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Neither party shall be responsible to the other for any negligent act or omission. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defense available by law or of any immunity to which the party is entitled.

7. CHOICE OF LAWS AND VENUE

In providing services under the Agreement, DCS must observe and comply with all applicable federal, state and local statutes, ordinances, rules, and regulations. DCS must also observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials necessary to provide services under the Agreement. The Agreement shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas. All statutes and law stated herein shall be updated as amended.

8. 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.

9. 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.

10. ENTIRE AGREEMENT

This Agreement, including all 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.

11. 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.

12. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

13. ASSIGNMENT

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

14. CONTERPARTS, 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.

15. GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to DCS's and the Academy's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable state and federal law.

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties have by operation of law. Nothing herein is intended to benefit any third-party beneficiaries to this Agreement.

16. PREVENTION OF FRAUD AND ABUSE

The parties 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 abuse involving DCS's or the Academy's employees or agents that involve funds or activities under this Agreement shall be reported immediately by the party that becomes aware of the incident to the appropriate governing body for appropriate action.

17. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of the parties under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement. Neither party shall have a right of action against the other party in the event one party 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 a party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, that party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other party at the earliest possible time prior to the end of its fiscal year; however, the Academy shall be required to pay DCS for services already received at the time it gives notice. In the event that either party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, the other party may immediately terminate this Agreement.

18. CONFIDENTIALITY AND RECORDS

- A. Both parties shall safeguard and adhere to all confidentiality, privacy, and security requirements according to the applicable federal, state, and local rules and regulations for the privacy and security of all information accessed in connection with this Agreement.
- B. All records created under this Agreement shall belong to DCS or the Academy, as the case may be.
- C. **STUDENT CONFIDENTIALITY.** Each party acknowledges that the parties have a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). The parties are receiving student information in compliance with the requirements and exceptions outlined in FERPA. Each party acknowledges that it must comply with said law and regulations and safeguard student information. Except as allowed by law, a party may not re-disclose the information to a third party without prior written consent from the parent or eligible student. Subject to any applicable records retention laws, each party must destroy any student information received from the other party when no longer needed for the purposes listed in the Agreement.

19. PROMPT PAYMENT ACT

DCS agrees that a temporary delay in making payments due to the Academy's accounting disbursement procedures shall not place them in default of this Agreement and shall not render the Academy liable for interest or penalties, provided such delay shall not exceed thirty (30) days after receipt of the invoice. Any payment not made within thirty (30) days after receipt of the invoice shall bear interest in accordance with Chapter 2251, Texas Government Code, as amended.

20. FORCE MAJEURE

Neither the Academy nor DCS shall be deemed in violation of this Agreement if either is prevented from performing any of the obligations hereunder by reason of, for or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, government regulation, 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 circumstance 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.

21. SIGNATORY WARRANTY

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have entered into this Interlocal Agreement to Provide Student Transportation Services Between Dallas County Schools and Dallas County Academy for Academic Excellence effective as of August 1, 2016.

**DALLAS COUNTY ACADEMY FOR
ACADEMIC EXCELLENCE:**

DALLAS COUNTY SCHOOLS:

BY: Judge Cheryl Shannon
President

BY: Rick D. Sorrells, Ed.D.
Superintendent

ATTACHMENT A

2016 – 2017 RATES

\$198.66 minimum for the First 3 hours
\$34.08 per hour after

Per Court Order 2014-0906, the annual costs for collection of ad valorem taxes for Tax Year 2014 were \$0.56 and \$1.00 for Tax Year 2015. The Dallas County Tax Office recently performed an analysis of the cost per parcel allocation that is charged to the entities for which the Tax Office collects ad valorem property taxes. Based on that analysis, the per parcel cost of collections will be \$1.25 for the 2016-2017 school year.

ATTACHMENT B

DCS POLICY CHAPTER 17 – STUDENTS
(Attached)

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2017 - XXX

DATE: February 27, 2017

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Academy for Academic Excellence Charter School Board of Dallas County, Texas, held on the 27th day of February 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

Where, among other matters, came up for consideration and adoption the following Academy for Academic Excellence Charter School Board Order:

WHEREAS, Dallas County Schools has been providing transportation services for the Academy for Academic Excellence—Substance Abuse Unit (SAU) since 2005-2006 via an Interlocal Agreement. The Texas Education Agency’s (TEA) application of transportation policy requires a formal agreement with Dallas County Schools for transportation. As such, the Interlocal Agreement to provide student transportation between Dallas County Schools and the Academy for Academic Excellence School Board requires approval by the Academy for Academic Excellence School Board. Thus, the purpose of this briefing is to request Board approval of the Interlocal Agreement between the Academy for Academic Excellence (AAE) and Dallas County Schools (DCS). This agreement is being presented to the Board due to a rate increase.

Under the current contract, 2015-2016 records indicate the total amount paid to DCS Transportation, for SAU students was \$209,115.27 at the rate of \$89 for the first three hours and \$15.27 per hour thereafter. The proposed rate for the 2016-2017 school year is \$206.60 for the first three hours and \$35.42 per additional hour thereafter; and

WHEREAS, Dallas County Schools (DCS) provides transportation for the students attending the Substance Abuse Unit’s Day Treatment Program. The Texas Education Agency policy requires that the Charter School request reimbursement directly from TEA. Changes to the Interlocal Transportation Agreement include the following:

- Amend language to be Family Educational Rights to Privacy (FERPA) compliant;
- Increase in rates from \$89 for the first three hours and \$15.27 in per hour thereafter from prior school years to \$206.60 for the first three hours and \$35.42 per additional hour for the 2016-2017 (to be paid from state-aid (7500));
- Remove language related to other AAE campuses; and

Approval of Interlocal Transportation Agreement between Dallas County Schools and the Academy for Academic Excellence
Page 2

- WHEREAS,** this request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system; and assisting with academic growth; and
- WHEREAS,** this Interlocal Transportation Agreement has been reviewed and approved by Ms. Denika Caruthers, Juvenile Department's Administrative Legal Advisor; and
- WHEREAS,** this information has been reviewed and approved by Ms. Carmen Williams, Juvenile Department's Budget Services Manager. In addition, Mr. Ryan Brown, Dallas County Budget Officer and Mr. John Ames, Dallas County Tax Assessor/Collector have been made aware of the cost increase and the potential budget implications; and
- WHEREAS,** approval of the Interlocal Transportation Agreement ensures students receive transportation to and from SAU for educational and other supportive services; and
- WHEREAS,** transportation services started at the beginning of the school year on August 1, 2016, and go through July 31, 2017; and
- WHEREAS,** it is recommended that the Academy for Academic Excellence Charter School Board approve the Interlocal Transportation Agreement with Dallas County Schools to be paid from state-aid (7500).

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approves the Interlocal Transportation Agreement between Dallas County Schools and the Academy for Academic Excellence.

DONE IN OPEN BOARD MEETING this 27th day of February, 2017.

The foregoing Academy for Academic Excellence Charter School Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Academy for Academic Excellence Charter School Board on a vote of ____ for the motion and ____ opposed.

Recommended by:

Approved by:

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

President
Academy for Academic Excellence Charter School Board



**EXECUTIVE
SESSION
VIII.**