



DALLAS COUNTY JUVENILE BOARD
Monday, May 22, 2017 at 5:00 PM
Lyle B. Medlock Youth Treatment Center
1566 E. Langdon Road, Dallas, TX 75241

FILED

2017 MAY 18 AM 10:24

AMENDED BY CLERK
 5/18/2017 10:00 AM DALLAS COUNTY

- I. Call to Order
- II. Approval of Minutes
 April 24, 2017
- III. Public Comment (Limited to 3 minutes per individual or organization)*
- IV. Discussion Items - Juvenile Department
 - A. Directors Report
 - B. JJAEP Update
- V. Action Items - Juvenile Department
 - C. Juvenile Board Budget Retreat
 - D. Juvenile Processing Office- Dallas County Sheriff's Department
 - E. Certification of Lyle B. Medlock Youth Treatment Center Post-Adjudication Secure Facility
 - F. Approval of the 2017 Lyle B. Medlock Policy and Procedures
 - G. Physical Modification Required to Operate the Letot RTC as a Secure Residential Facility (Amendment)
 - H. Approval of Memorandum of Understanding with Big Thought Utilizing Creative Solutions for the Juvenile Justice Alternative Education Program Summer Camp FY17
 - I. Juvenile Justice Alternative Education Policy and Procedures
 - J. Juvenile Justice Alternative Education Student Code of Conduct
 - K. Juvenile Justice Alternative Education Program Memorandum of Understanding with Region 10 and 14 Independent School Districts
 - L. Amended Dates for the 17th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems for June 1-2, 2017
 - M. Amended Dates for the Professional Service Agreement between Dallas County Juvenile Department and Dr. George Leibowitz - 17th Annual Conference on the Treatment of Youth with Sexual Behavior Problems for June 1-2, 2017
 - N. Recidivism and Juvenile Justice Youth: A Study on the Factors Correlating with Recidivism Rates and Juveniles in Detention and on Probation- University of Texas at Arlington
 - O. Recommendations for FY2017 Contract Award for Residential Service Providers RFP No. 2017-018-6642
 - P. Recommendations for FY2017 Contract Award for Non-Residential Service Providers RFP No. 2017-019-6643
 - Q. New Contracted Non-Residential and Residential Placement Rates
 - R. Any subsequent action deemed necessary as a result of VIII – Personnel: Employee #41157
 - S. Any subsequent action deemed necessary as a result of VIII – Security: Consultation with Attorney
- VI. Discussion Items – Academy for Academic Excellence (AAE)
 - T. Academy for Academic Excellence Charter School Update
- VII. Action Items – Academy for Academic Excellence
 - U. Academy for Academic Excellence Charter School Special Education Policy and Procedures for 2017 – 2018
 - V. Academy for Academic Excellence Charter School Bilingual and English as a Second Language Program Manual for 2017-2018
- VIII. Executive Session - Juvenile Department
 For Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071 Through Section 551.076

Subjects: - Contracts - Litigation: - Personnel: Duties #41157 Security - Consultation with Attorney

Notes:

Individuals Wishing to Speak During the Public Comment Period Must Register With the Director's Executive Administrative Coordinator, 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: April 24, 2017

DALLAS COUNTY

TIME: 5:02 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
Judge Andrea Martin
County Judge Clay Jenkins
Judge Amber Givens-Davis
Judge Paula Miller

MEMBERS ABSENT:

Commissioner John Wiley Price, Vice-Chairman
Judge Craig Smith
Judge Ken Molberg
Judge Andrea Plumlee

I. Director's Report:

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, began the Juvenile Board Meeting at 5:02 p.m., noting there were not enough members present for a quorum. The Chairman called for the Director's Report to be read.

A. Director's Report:

Dr. Smith began by recognizing Ms. Torosha Allen, Medlock staff, for Employee of the Month. She mentioned to the Judges that there would be some changes made regarding Community Service; she stated that youth who accumulate community service hours through an educational program would receive extra credit hours. Dr. Smith mentioned that all institutions are doing well. She then gave a report of what is in the works at different facilities: the remodeling of the gym at Youth Village, at Medlock there has have conversations regarding the possibility of constructing an indoor gym, and she also mentioned the Ombudsman visit to Medlock, which yielded positive feedback. Dr. Smith mentioned that Letot RTC is on target to becoming a secure facility by the end of June, and that Letot RTC went on a field trip to the Mary Kay Corporate building as part of the Culinary Arts Program. She mentioned Diversion Male Court's meet and greet with Mr. Levi Davis and his Boule team, and lastly she spoke about the 125 attendees who participated in the Juvenile Department's Job Fair held on April 15, 2017. Dr. Smith thanked all the staff and volunteers who helped make the job fair a success.

B. Quarterly Report

Dr. Smith explained to the Board that extensive notes regarding two female residents have been included in the packet. She explained that resident S. C. and G. L. posed great challenges for the staff and were subsequently sent to Terrell State Hospital Adolescent Unit. Dr. Smith then explained to the Board prior to relocating the residents the psychiatrist saw both youth and placed them on rounds. She stated the psychology team saw resident S.C. six times and resident G. L. eight times, and both had to check in daily with their therapist. She stated the Department is still working with the youth.

- Judge Jenkins wanted to know who put them in the State hospital. Dr. Smith responded by saying, due to the nature of their cases, other placement facilities have declined to take them. She further stated the adolescent program for youth with significant mental health issues at Terrell State hospital is phenomenal. Judge Shannon added that one of the residents is doing very well in the program. Dr. Smith reiterated ardently that because of the seriousness of their mental state, for their safety, and the safety of others they did not need to be in a juvenile facility. Dr. Smith also reported there was no injuries or anything to report from the other facilities and gave kudos to the staff at all of the institutions.

C. JJAEP Update

Dr. Smith reported the students just finished STAAR testing and the school is waiting on the results. She also stated that she, Dr. Jaya Davis, JDAI Site Coordinator, along with Mr. J.C. Thomas, JDAI assistant met with Mesquite Police Department, Dallas ISD, Duncanville ISD and Duncanville Police Department leaders, regarding referrals. She also mentioned she would be meeting with Grand Prairie Police Department and Garland Police Department within the following month. She noted these two agencies have the highest referrals, and disparities. She stated that she and Dr. Davis would meet with those leaders to discuss disparity in their referrals, and to offer assistance with a First Time Offender program, so they do not have to refer them to Juvenile. She mentioned they also offer monetary and programming assistance.

I. Discussion Item-AAE

Dr. Smith reported that all campuses focused on STAAR testing, credit recovery, and learning objectives. Medlock and Youth Village conducted activities celebrating Women History month, and the Dallas Chamber Symphony performed for the students at Youth Village. Lastly, she stated that all campuses are doing well and commended the staff for doing an excellent job.

- At 5:12 p.m., Judge Shannon placed the meeting on hold until a quorum was established.
- At 5:19 p.m., Judge Paula Miller arrived and a quorum was established.

II. Approval of Minutes

Judge Shannon asked for a motion to approve the minutes from the March 27, 2017, meeting. Judge Paula Miller moved to approve the March 27, 2017, minutes with the necessary corrections; Judge Givens-Davis seconded. The 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. Action Items-Juvenile Department

D. Juvenile Processing Office-Sasche PD

The Sachse Police Department maintains Juvenile Processing Offices, Rooms PS116 and PS118, located at the Sachse Police Department, 3815 Sachse Rd., Sachse, Texas 75048; In calendar year 2016, the Sachse Police Department referred 5 juveniles to the Dallas County Juvenile Department. Of the 5 referrals, 2 (40%) were Black, 2 (40%) were White, and 1 (20%) was Hispanic. Of the 5 referrals, 4 (80%) were male and 1 (20%) was female.

- Judge Miller moved to approve the Juvenile Processing Offices for the Sachse Police Department, Rooms PS116 and PS118, located at 3815 Sachse Rd., Sachse, Texas 75048, Judge Givens-Davis seconded. The motion passed unanimously.

E. Approval of MOU between Youth Advocate Program (YAP) and the Dallas County Juvenile Department-Evening Reporting Center (ERC)

Dr. Smith began by stating the Dallas County Juvenile Department agrees to allocate funds for \$2,000 from Office of the Governor, Criminal Justice Division, (Funding Source 7019) to support Youth Advocate Programs, Inc., for their program at the Evening Reporting Center. This includes facilitating two 6- week rotations at the cost of \$1,000 per rotation for a total cost of \$2,000. The program will address the recidivism rate with its curriculum. The program will run from May 1, through August 1, 2017. Once the program has ended, there will be an evaluation, along with a child and parent survey.

- Judge Andrea Martin moved to approve the Memorandum of Understanding with Youth Advocate Programs, Inc., and the Dallas County Juvenile Department – Evening Reporting Center Program; Judge Clay Jenkins seconded. The motion passed unanimously.

F. Approval of Contract with Ellis County Juvenile Department for Pre-Adjudicated Beds at Dr. Jerome McNeil Jr. Juvenile Detention Center

Dr. Smith informed the Board this contract stems from the Regionalization Plan mandated by SB1630 from the 84th legislative session. The Department charges a per diem of \$140 per youth, 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. She also stated there is a 16-bed limit for all out of county youth. Lastly, she added since August 2016, the Department has earned \$133,980 from contract beds. If approved, the proposed contract will run from May 1, 2017, through April 30, 2018.

- Judge Miller moved to approve the Contract with Ellis County Juvenile Department for Pre-Adjudicated Beds at Dr. Jerome McNeil Jr. Juvenile Detention Center; Judge Jenkins seconded. The motion passed unanimously.

G. Renewal of Licensure as Substance Abuse Treatment Facilities for Substance Abuse Unit and Residential Day Treatment

Dr. Smith stated the purpose of the briefing was to request approval to renew the licenses for SAU and RDT as Substance Abuse Treatment facilities. SAU and RDT offered Substance Abuse Treatment services to 746 juvenile participants ages 13-17 during the calendar year 2016. Licensures are renewed every two years as required by the Texas Department of Health Services, under the Regulatory Licensing Unit/Facility Licensing Group – MC2003, License #546, and Client #6801 for the estimated cost of \$3,900.00. Dr. Smith also noted that once Letot RTC becomes secure and the RDT girls are transferred over, the Department will submit an additional request for funding in the amount of \$125.00 for modifications of the existing licensure.

- Judge Martin moved to approve the Renewal of Licensure as Substance Abuse Treatment Facilities for Substance Abuse Unit and Residential Day Treatment; Judge Givens-Davis seconded. The motion passed unanimously.

H. Professional Services Agreement between Dallas County Juvenile Department and Dr. George Leibowitz – 17th Annual Conference on the Treatment of Youth with Sexual Behavior Problems

Dr. Smith asked the Dallas County Juvenile Board to approve the Professional Services Agreement between Dallas County Juvenile Department and Dr. George Leibowitz. The 2017 workshop is scheduled for May 4-5, 2017, and will be held at the Henry Wade Juvenile Justice Center. Participants will receive 14 continuing education units (CEUs) for the two-day event. Expenses include \$1,300/day – speaker's fees, and up to \$1,000 – travel (includes airfare reimbursement and rental car reimbursement at the lowest cost; \$100/day – hotel; and \$35/day - food) according to the Dallas County Travel Policy. Funds are to be withdrawn from the Annual Sex Offender Workshop Project fund - account No. 94022, which has a current balance of \$27,000.

- Judge Miller moved to approve the Professional Services Agreement between Dallas County Juvenile Department and Dr. George Leibowitz – 17th Annual Conference on the Treatment of Youth with Sexual Behavior Problems; Judge Givens-Davis seconded. The motion passed unanimously.
- Judge Shannon entertained a motion to recess from the Juvenile Board. Judge Miller moved to recess from the Juvenile Board, Judge Givens-Davis seconded. The motion passed unanimously.
- Judge Martin moved to convene as the Academy for Academic Excellence; Judge Given-Davis seconded. The motion passed unanimously.

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

I. AAE Charter School Update

Judge Shannon stated for the record the report for AAE was read earlier, while pending having a quorum.

VI. Action Items-AAE Charter School

Judge Shannon stated for the Board, there were no Action Items before them.

- Judge Shannon entertained a motion to recess as AAE.
- Judge Miller moved to recess as AAE; Judge Givens-Davis seconded. The motion passed unanimously.
- Judge Miller moved to reconvene as the Juvenile Board; Judge Givens-Davis seconded. The motion passed unanimously.

Executive Session

There were no issues for discussion.

- Judge Miller moved to adjourn the meeting; Judge Givens-Davis seconded. The motion passed unanimously.
- Meeting adjourned at 5:29 pm.



**PUBLIC
COMMENT
III.**



DISCUSSION ITEMS IV.



DISCUSSION

ITEM

A.

DIRECTOR'S REPORT

May 2017

The Juvenile Department recognized outstanding Departmental Employee for April 2017 Shannon Wells (from Juvenile Justice Alternative Education Program).

PROBATION SERVICES DIVISION

Dennis Crosby, District 7 Field Supervisor, received his 25-year service pin. Mr. Dennis Crosby also has been selected to laterally transfer into the vacant Field Probation Supervisor for District 4 under the Probation Services Division. Mr. Crosby's diverse knowledge and exceptional experience will be an asset to the staff in District 4, and more importantly to the youth and families in the community. Assistant Supervisors attended Risk and Needs Assessment (RANA) training for trainers on April 6, 2017, now that the RANA has been added to the OJT Manual and removed from the JPO Academy.

Community Service Restitution (CSR) Update:

Throughout the month of April 2017, one hundred and fifty-five (155) youth completed a total of five hundred and sixteen (516) Court-Ordered CSR hours at various approved CSR sites in Dallas County. Supervised Community Service Restitution projects were held at the Irving Trash Bash, Mesquite Trash Bash and DeSoto Male Leadership Symposium resulting in the completion of one hundred and sixteen (116) CSR hours by twenty-six (26) youth.

PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION

Psychology staff referred 66 youth for psychiatric services during April. A total of 66 psychiatric consultations were performed with 37 of those being follow-up consultations. Of the 29 initial psychiatric consultations performed: 24 resulted in no medication being prescribed, 4 had already been prescribed psychotropic medications and continued those, 0 youth was already prescribed psychotropic medication and the medication was discontinued, and 1 was started on medication.

INSTITUTIONAL SERVICES DIVISION

DETENTION CENTER

Program News and Updates:

We are preparing for summer and looking forward to the return of the Be Project, Ms. Janet Reynolds - Art Program and Big Thought.

Volunteer Programs and Residents Activity:

Total Volunteer/Hours for April 2017: Volunteers: 91 Total Hours: 292.

Dallas County Health & Human Services tested/counseled 0 residents, 0 positive for Syphilis and 0 positive for HIV.

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

DETENTION CENTER			
Detention	Mar	Apr	YTD
Admissions	263	260	1011
Releases	256	255	970
ADP	170	178	164
Detention Hearings	494	457	1792
TJJD/Placement Trips	10	7	46
Local trips	81	84	366
Youth transported	8	5	139
START	Mar	Apr	YTD
Admissions	12	13	36
Releases	10	3	31
Successful	10	3	28
Unsuccessful	0	0	3
Administrative	0	0	0
ADP	21	29	24

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: visited several units in Detention and Post-Adjudication.

March Special Programs/Events:

Movie Night: Movies and refreshments made possible by Snickers Church

- Risen
- Soul Surfer

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 and Residents Activities: The residents watched both Muhammad Ali documentary and Hidden Figures movie for educational purposes.

Medical Services: There was one medical issue during the month of April that required off-site transport.

Volunteer Services: 6 groups including 14 individuals provided a total of 30 hours of service.

HILL CENTER			
	Mar	Apr	YTD
Admissions	37	37	130
ADP	31	28	125
Releases	40	28	124
Total Youth Served	67	64	247

MEDLOCK CENTER

New Initiatives: All regularly scheduled activities for the month went without incident. We are preparing for our second "Victory Through Vocation" Job Fair that is scheduled for Thursday, May 18, 2017. The facility is scheduled for its annual Juvenile Board recertification on Monday, May 22, 2017.

Activities: Full Gospel Holy Temple, Life Quest Essentials, Potter's House, and Pleasant Valley Baptist Church presented spiritual enrichment services to the youth who volunteered to attend their programs. Three youth were favored with a book, a meal from Cheddar's Restaurant, and a gift card, as an incentive for maintaining positive behavior and progression through the program.

Medical Services: Twenty (20) youth were transported from Medlock to the Dr. Jerome McNeil Jr. Detention Center for routine dental care. Four (4) youth via transport went to the deHaro-Saldivar Health Clinic for follow-up medical care. One youth was taken via transport to Golden Gate Funeral Home for the wake service of his maternal grandmother. Three youths were transported for their Court hearings.

Volunteer/Intern Hours: Thirteen (13) volunteers provided twenty two (22) hours of service. The Chaplain provided two (2) hours of service. There were twenty four (24) hours of volunteer service provided during the month.

Staff: Staff participated in First Aid/CPR training facilitated by Carl Hodges, JSO Supervisor and Marilyn Boss, Superintendent.

YOUTH VILLAGE

On Campus: All of the regular programs: Family Training, Concord Ministries Program, Horticulture Program, PREP Program, Culinary Arts/Food Handlers Program, Career Management Class continue to succeed on campus. Youth Village residents will participate in our second "Victory Through Vocation" career fair that will be held on Thursday, May 18th.

Off Campus: Ten (10) residents were transported to Juvenile Detention Center for routine dental care. Six (6) residents went to Detention via transport for Review Hearings. Seven (7) residents attended the Desoto ISD Male Leadership Symposium Saturday, April 22nd. Six (6) residents attended and worked at the Café Momentum Dinner event in Dallas.

Volunteer /Intern Hours: One (1) individual volunteer provided one (1) hour of service. Two (2) chaplains provided two (2) hours of service. Twelve (12) group program volunteers provided eighty-six (86) hours of service for a total of eighty-nine (89) hours of volunteer service for the month.

Training: Staff received Online/Web training to assist with retaining re-certification training hours. TJJD Audit Preparation Training was facilitated by Supervisor Frederick Jernigan. First Aid/CPR training was facilitated by Carl Hodges, JSO Supervisor and Marilyn Boss, Superintendent.

Medical Services: Ten (10) residents were transported to dental appointments at the Juvenile Detention Center. Thirty (30) residents were treated at the Med Van and thirteen (13) residents were seen by the Mental Health Provider on campus.

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

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

Escape/Furlough: One resident ran from Youth Village on April 5, 2017. He was returned to the facility by his mother and subsequently released to the Detention Center. No residents failed to return from their furlough home visits for the month.

MEDLOCK CENTER			
	Mar	Apr	YTD
Total			
Admissions	5	14	28
Released	7	9	29
Successful	7	8	26
Unsuccessful	0	1	3
Administrative	0	0	0
ADP	44	47	46
Total Youth Served	49	56	165
MEDLOCK STARS			
	Mar	Apr	YTD
Admissions	2	2	8
Releases	1	1	5
Successful	1	1	3
Unsuccessful	0	0	2
Administrative	0	0	0
ADP	28	29	28
Total Youth Served	30	31	35

YOUTH VILLAGE			
	Mar	Apr	YTD
Admitted	9	1	18
ADP	29	30	29
Total Youth Served	38	34	48
Releases	5	4	18
Successful	5	3	15
Unsuccessful	0	0	2
Administrative Rel.	0	1	0

LETOT CENTER

Community Initiatives: Non-Residential Services received 35 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 four youth and families attending ESTEEM Court. Two youth began services, 0 completed, 0 was unsuccessfully discharged, and 1 was neutrally discharged. One youth was referred this month. The girls participated in an ESTEEM Court activity on April 28, 2017. They went out for dinner and then went ice skating at the Galleria Mall.

LETOT CENTER			
Residential	Mar	Apr	YTD
Admissions	22	27	91
Releases	23	21	85
ADP	24	27	25
Total Youth Served	46	50	187
Intake/Orientation			
Admissions	73	80	289
Releases	75	79	287
ADP	1	2	1
Total Youth Served	76	22	236

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

Medical Services: Residential: Health Screens – 26, Call Backs – 6, Doctor's visits - 23.

Volunteer Services: Faith-Based Volunteers: worship and religious study 6 volunteers, 4 hours; Life Skills Volunteers: visiting and teaching - 13 volunteers, 11 hours; Special Events: 0 volunteer, 0 hour.

Clinical Services: In the Residential Unit, Clinical Services held 8 process groups with male youth (8 residents) and 16 process groups with female youth (23 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 (26 rounds).

LETOT RESIDENTIAL TREATMENT CENTER

Drug Education: Provided by the Dallas County Juvenile Department's Substance Abuse Unit. The Residents actively participate in the program by interacting in a positive way with the staff and each other. The Residents are able to apply what they learn in this class as a coping skill for everyday living.

Social Skills: Teaching anger management, problem solving, moral decision-making, positive peer interaction, team work, and leadership through groups, team building exercises, sports, self-esteem building and assignments. There are opportunities when residents are able to lead those groups as well.

Volunteer Groups:

Big Thought: Residents were able to participate in photography class, learning the art of taking photos and how to use a camera. Residents also participated in pottery /art class making bowls, plates and figurines and ornaments to give to their families, and theater where they are able to learn acting skills.

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

Concord Church - Provides life skills activities and religious activity if residents choose. Members of the church provided an Easter luncheon for the residents where all the residents received an Easter Basket.

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.

LETOT RTC			
	Mar	Apr	YTD
Admission	4	7	16
Releases	1	3	10
ADP	13	15	13
Total Youth Served:	16	22	29

Enrichment Programs:

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

Some of this month's culinary classes included how to can fruit and how to cook Chinese Food. The residents also prepped, cooked, served and acted as hostesses during the Dallas Foundation Luncheon.

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

Medical Services: Residential: Health Screens – 0, Call Backs – 0, Doctor's visits -12

Volunteer Services:

Faith-Based Volunteers: Worship and religious study – 11 Volunteer, 21 Hours; Life Skills Volunteers: Visiting and Teaching – 2 Volunteers, 9 hours; Special Events: 0 Volunteers, 0 Hour.

Clinical Services:

All residents received individual therapy (total of 78.5 hours). Family therapy was offered to all families, therapists provided family therapy to 15 families (22.5 client-contact hours) and 13 parents received parent therapy (9.25 client contact hours). The clinical team also provided crisis intervention (approximately 45.5 client-contact hours) and clinical rounds (83 client contact hours). Clinical rounds consist of each clinical team member engaging with the youth and staff, checking in, and providing support throughout the day.

The girls also received daily group therapy (art, coping skills, girl empowerment, My Life My Choice, meditation, or process groups). Seven My Life My Choice groups focused on prevention of exploitation and increased self-efficacy. Art is a therapeutic modality that encourages expression through the use of art materials. Clinicians conducted seven art groups this month which primarily focused on open studio, painting, practicing a technique using tape, and clay. Coping skills group, which is rooted in Dialectical Behavior Therapy (DBT), teaches the girls to manage difficult thoughts and emotions. Six coping skills group were provided. These groups focused on mindfulness, distress tolerance, and interpersonal effectiveness. 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. Six girl-empowerment groups focused on improving boundaries, communication, respect, stereotypes, and healthy relationships. Three meditation groups were provided for the girls to engage in self-reflection and emotional regulation.

Eight residents attended bi-weekly drug education groups. This month only two groups were provided as the girls completed the final week of the seven-week program.

Eight residents attended bi-weekly drug education groups. This month only two groups were provided as the girls completed the final week of the seven-week program.

Psychiatric Services:

At Letot RTC, two residents were referred for a psychiatric re-evaluation due to increased irritability, frequent fluctuations in mood, difficulty sleeping, and other medication side-effects. Three residents were seen for follow-up appointments to monitor their medication. Follow-up appointments are typically scheduled for every three months. Three residents were seen by the psychiatrist. These youth are on medication to treat unspecified impulse-control disorders, unspecified trauma-related disorder, ADHD, oppositional defiant disorder, depression, and anxiety.

April 2017 Detentions																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
	Alleged Delinquent Behavior												Alleged CINS Behavior												Other Detentions				Total Detentions																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
	Felonies												Class A & B Misdemeanors												Violation of Court Order				Total CINS								Total Other																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
	Total Felony												Total Delinquent												Status Only				Other than Status Only								Contract Detention				Other Administrative																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
	Homicide	Sexual Assault	Robbery	Assaultive	Other Violent	Burglary	Theft	Other Property	Drug Offenses	Weapons Offenses	Assaultive	Theft	Other Property	Drug Offenses	Other Misd.	Contempt of Magistrate	Triangy	Runaway	Alt. Ed. Expulsion	Property (was Theft)	Disorderly Conduct	Drugs	Liquor Laws	Sex Offenses	Other CINS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

256 youth accounted for the 260 total detentions



DISCUSSION

ITEM

B.



JJAEP APRIL MONTHLY REPORT

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

On April 12, staff was trained on the rules for the upcoming STAAR Assessments.

Friday, April 21st was an early release day and end of the 5th six-weeks. Staff attended content meetings to discuss instructional best practices and effective teaching strategies.

On Wednesday, April 26th, eligible students went to the Perot Museum where they were exposed to a variety of science, technology, and cultural experiences. Students returned very excited about their experience. The students were overwhelmed by the impact of science.

Teachers participated in intensive instructional efforts for the 5th and 8th grades who did not pass the first round of the State Assessment in reading and math.

Latest Enrollment 64

Campus at a Glance

Teachers at JJAEP continued pressing on for student learning throughout the month of April. Students continue to learn standards-based content in their core courses as outlined by the Year at a Glance (YAG).

On April 12th, administrators participated in the mandatory STAAR training, preparing us to redeliver to our faculty. On April 19th, JJAEP teachers and staff were trained on this information so we could ensure the May administration is the best testing environment for our students.

April 14th and 17th were inclement weather days, allowing the faculty to enjoy a four-day weekend.

April 21st was the end of the 5th six weeks. Teachers graded completed assignments, tests, and projects and students had a half day and enjoyed hearing from our guest speaker, Mrs. Shawnetta Gantt. Mrs. Gantt spoke on the topic of drug use and abuse. She intrigued our students with the many effects that commonly used drugs have on those that use them.

Also, April 21st was an early release day. Faculty participated in Content Meetings as part of their professional development. In these meetings, effective teaching and learning strategies were shared, as well as the challenges that come with serving at-risk youth.

On April 26th, eligible students attended a fieldtrip to the Perot Museum where they were exposed to a variety of science, technology, and cultural experiences. Students returned very excited about their experience.

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

ACTIVE ENROLLMENT								
Student Enrollment as of:	4/28/2017	Total Enrollment:	65					
Students on Probation/Spv.:	37	56.92%						
OFFENSE STATUS								
Disc.:	25	38.46%	Mand.:	39	60.00%	Pimt.:	1	1.54%
DEMOGRAPHICS								
Category				Category				
GENDER				DISTRICT	Number	Percent		
Male		Female		CFB-904	1	1.54%		
56	86.15%	9	13.85%	CHISD-904	1	1.54%		
GRADE	Number	Percent		Coppell-992	2	3.08%		
3	0	0.00%		Desoto-906	7	10.77%		
4	1	1.54%		DISD-905	13	20.00%		
5	1	1.54%		Duncanville-907	5	7.69%		
6	4	6.15%		Garland-909	9	13.85%		
7	6	9.23%		GPISD-910	5	7.69%		
8	8	12.31%		HPISD-911	0	0.00%		
9	24	36.92%		IRVING-912	6	9.23%		
10	12	18.46%		Lancaster-913	3	4.62%		
11	8	12.31%		Mesquite-914	10	15.38%		
12	1	1.54%		RISD-916	3	4.62%		
	65	100.00%		Sunnyvale-919	0	0.00%		
					65	100.00%		
AGE	Number	Percent		ETHNICITY	Number	Percent		
10	1	1.54%		African American	34	52.31%		
11	3	4.62%		Asian	1	1.54%		
12	3	4.62%		Caucasian	4	6.15%		
13	5	7.69%		Hispanic	26	40.00%		
14	12	18.46%		Native American	0	0.00%		
15	19	29.23%			65	100.00%		
16	13	20.00%						
17	8	12.31%						
18+	1	1.54%						
	65	100.00%						
OFFENSE DESCRIPTIONS					Number	Percent		
D-12	Serious Misbehavior				12	18.46%		
D-14	Misdemeanor Drugs				1	1.54%		
D-15	Felony Criminal Mischief				0	0.00%		
D-16	Court/County Placement				0	0.00%		
D-17	Assault Against Employee				1	1.54%		
D-18	Assault/Retaliation of Employee (ON/OFF CAMPUS)				1	1.54%		
D-19	False Alarm/Terroristic Threat				6	9.23%		
Title 5	Off Campus Felonies Against Student & Other New Discretionary				4	6.15%		
M-01	Weapons/Firearms				10	15.38%		
M-02	Weapons other than Firearm				5	7.69%		
M-03	Aggravated Assault				7	10.77%		
M-04	Sexual Assault				1	1.54%		
M-05	Aggravated Sexual Assault				0	0.00%		
M-06	Arson				1	1.54%		
M-07	Murder Offenses/Manslaughter				0	0.00%		
M-08	Indecency with a Child				0	0.00%		
M-09	Aggravated Kidnapping				0	0.00%		
M-10	Felony Drugs				15	23.08%		
M-11	Retaliation Against Any Employee				0	0.00%		
M-12	Aggravated Robbery				0	0.00%		
P-16	Court Placement				1	1.54%		
				65	100.00%			
DETENTION, PLACEMENT or WARRANTS:					4	6.15%		
SPECIAL EDUCATION STUDENTS:					10	15.38%		
Avg. Daily Attendance:		52	83.68%	Cum. SY Daily Attendance:		63	87.48%	

2016-2017 School Year

The month of April began with 66 students and ended with 65 students enrolled. On average, there were 52 or 83.68% of the students attending on any given day in April. Of the 65 students enrolled at month's end, there were 25 discretionary referrals, 1



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: May 22, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Juvenile Board Budget Retreat

BACKGROUND OF ISSUE

The Juvenile Board adopted their annual meeting schedule for 2017 at their November 28, 2016, meeting. The approved Juvenile Board meeting schedule reflects a meeting allocated for a Budget Retreat to be held "if deemed necessary", on June 17th, 2017, at 9:00 am, at the Henry Wade Juvenile Justice Center. This item is presented to allow the Board to determine whether a June Budget Retreat meeting will be needed, and/or to consider an alternate meeting time and/or location.

The Juvenile Board voted to meet on the following dates in 2016, subject to change if future scheduling conflicts are discovered.

January 23rd	May 22nd	August 28th
February 27th	June 17th (Budget Retreat, if deemed necessary)	September 25th
March 27th	June 26th	October 23rd
April 24th	July 24th	November 27th
		December 18th (if deemed necessary)

RECOMMENDED BY:


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

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

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: May 22, 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 22nd day of May, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, the Juvenile Board adopted their annual meeting schedule for 2017 at their November 28, 2016, meeting. The Juvenile Board voted to meet on the following dates in 2017, subject to change if future scheduling conflicts are discovered:

January 23rd	May 22nd	August 28th
February 27th	June 17th (Budget Retreat, if deemed necessary)	September 25th
March 27th	June 26th	October 23rd
April 24th	July 24th	November 27th
		December 18th (If deemed necessary)

; and

WHEREAS, the approved Juvenile Board meeting schedule reflects a meeting allocated for a Budget Retreat to be held "if necessary", on Saturday June 17th, 2017, at 9:00 a.m., at the Henry Wade Juvenile Justice Center; and

WHEREAS, the Juvenile Department asked the Board to determine whether a June Budget Retreat meeting will be needed, and/or to consider an alternate meeting time and/or location.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile approve the listed meeting date and location for the June Budget Retreat meeting "if needed."

DONE IN OPEN BOARD MEETING this 22nd day of May 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.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: May 22, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Juvenile Processing Offices – Dallas County Sheriff's Department

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:

The Dallas County Sheriff's Department maintains Juvenile Processing Offices, Rooms C3-6 and C3-7, located at the Frank Crowley Courts Building, 133 N. Riverfront Blvd., Dallas, Texas 75202. The rooms were previously designated as approved Juvenile Processing Offices on May 18, 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 Dallas County Sheriff's Department Juvenile Processing Offices, Rooms C3-6 and C3-7, were personally inspected by Leah Probst, Pre-Adjudication Manager, on April 26, 2017. The sites were determined to be suitable as Juvenile Processing Offices, and the designated areas were 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 Billy Fetter, 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 Dallas County Sheriff's Department referred 70 juveniles to the Dallas County Juvenile Department. Of the 70 referrals, 35 (50%) were Black, 28 (40%) were Hispanic, and 7 (10%) were White. Of the 70 referrals, 46 (65.7%) were male and 24 (34.3%) were female. Please note that 56 of the 70

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

referrals were the result of warrants and runaways generated by this Department and other jurisdictions, and 14 of the 70 referrals were for actual offenses.

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 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 Dallas County Sheriff's Department, Rooms C3-6 and C3-7, located at the Frank Crowley Courts Building, 133 N. Riverfront Blvd., Dallas, Texas 75202.

Recommended by:


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

**JUVENILE PROCESSING OFFICE DESIGNATIONS
DALLAS COUNTY JUVENILE BOARD
(Revised 5/22/17)**

- | | |
|---|---|
| <p>1) Addison Police Department
Juvenile Processing / Briefing Room
4799 Airport Parkway
Addison, TX 75001 972-450-7120
Detention Supervisor, Mr. Michael Meharg</p> | <p>123 Davis Rd. Combine, TX 75159
Chief of Police Jack Gilbert
972-476-8790 (office) / 214-212-5103 (cell)</p> |
| <p>2) Balch Springs Police Department
Room #1 Juvenile Room & Interview Room
12500 Elam Road
Balch Springs, TX 75180
Sgt. Walts 972-557-6036 Cell 469-853-3958</p> | <p>8) Cockrell Hill Police Department
Juvenile Processing Office
4125 W. Clarendon Drive
Dallas, TX 75211
Lt. Heraldo Hinojosa 214-939-4141</p> |
| <p>3) 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. Marlana Colvin</p> | <p>9) Coppell Police Department
Room 125/ Juvenile Processing Room
130 S. Town Center Blvd.
Coppell, TX 75019
Sgt. Bill Camp 972-304-3593</p> |
| <p>4) 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</p> | <p>10) Dallas County Hospital District PD
Police Roll Call Room
5201 Harry Hines Blvd. Dallas, TX 75235
Capt. Richard D. Roebuck Jr. 214-590-4330</p> |
| <p>5) 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</p> | <p>11) 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</p> |
| <p>6) Cedar Hill Marshal's Office
285 Uptown Boulevard, Room 7108
Cedar Hill, TX 75014
Marshall Leland Herron 972 291-1500 Ext.1048</p> | <p>12) 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</p> |
| <p>7) City of Combine Municipal Court
Combine Police Department
Judge's Office, Chief's Office</p> | <p>13) Dallas County Schools Police Department
CFBISD -Barbara Bush Middle School
Room #D103 labeled as "Certified Juvenile
Processing Room"
515 Cowboy Parkway</p> |

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

214-698-2200 Office

Irving, TX 75063
Lt. Justin Essary (jessary@dcschools.com)
972-915-6429

133 North Riverfront Blvd.
Dallas, TX 75202
Detective Billy Fetter 214-653-3495

14) Dallas County Schools Police Department
CFBISD - Ranch View High School
"Juvenile Processing Office" room C1314
8401 Valley Ranch Parkway East
Irving, Texas 75063
Michael Huffman 972-968-5025

20) Dallas Independent School District PD
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

15) Dallas County Schools Police Department
Duncanville ISD - Byrd Middle School
"Juvenile Processing Center" Room # 200F
1040 W. Wheatland Road
Duncanville, TX 75116
Lt. Justin Essary 972-915-6429

21) Dallas PD- 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

16) Dallas County Schools Police Department
Duncanville ISD – 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) Desoto Police Department
"Juvenile" Booking and Processing Office
714 E. Beltline Rd.
Desoto, TX 75115
Det. W. Tillman 469-658-3028

17) Dallas County Schools Police Department
Duncanville ISD - 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

23) 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

18) Dallas County Schools Police Department
Duncanville ISD - Reed Middle School
"Juvenile Processing Center" Room # 509
530 E. Freeman Road
Duncanville, TX 75116
Lt. Justin Essary 972-915-6429

24) Duncanville Police Department
Juvenile Processing Room, located in Lobby
203 E. Wheatland Road
Duncanville, TX 75116
Det. Kalef Jefferson 972-780-5037

19) Dallas County Sheriff's Department
Rooms C3-6 & C3-7
Frank Crowley Courts Building

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

26) Eastfield Community College PD

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

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) Grand Prairie Police Department

Rooms J1, J2, J3, J4, J5, J6, 1008A, 1009, 1010
& 1029

1525 Arkansas Lane

Grand Prairie, TX 750502

Officer Teresa Coomes 972-237-8746

31) Grand Prairie Police Department

GPISD -Grand Prairie High School

Room 501

101 High School Drive

Grand Prairie, TX 75050

Edward Rahman, S.R. Officer 972-809-5707

32) Grand Prairie Police Department

GPISD –Johnson DAEP

Room 13

650 Stonewall Drive

Grand Prairie, TX 75052

Louis Whittington, S.R. Officer 972-262-7244

33) Grand Prairie Police Department

GPISD - South Grand Prairie High School

Room A122

301 W. Warrior Trail

Grand Prairie, TX 75052

Chris Moore, S.R. Officer 972-522-2560

34) Grand Prairie Police Department

GPISD - 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

35) Grand Prairie Police Department

GPISD -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

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

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

214-698-2200 Office

- 39) Irving Police Department
Report Writing Room
5992 Riverside Dr.
Irving, TX 75039
Lt. Monty Vincent 972-721-2456
- 40) Lancaster ISD Police Department
Elsie Robinson Middle School
Juvenile Processing Room LISD Police #86
822 W. Pleasant Run
Office Keith Wilkerson 972-218-3086
- 41) Lancaster ISD PD-Headquarters
Juvenile Processing Room 603
814 W. Pleasant Run Road
Lancaster, TX 75134
Chief Sam Allen 469-261-8889
- 42) Lancaster ISD PD-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 Police Department
Rooms A148 & B122
1650 North Dallas Avenue
Lancaster, TX 75134
Assistant Chief W.C. Smith 972-218-2726
- 44) Mesquite Police Department
Rooms 1016, 1019, 1021, 1022, 2008, 4045 &
4047
777 North Galloway Avenue
Mesquite, TX 75149
Lt. Mitch Kovalcik 972-216-6796
- 45) Methodist Health System Police Department
Charlton Methodist Medical Center
3500 W. Wheatland-Juvenile Processing Office
Dallas, TX 75203
Deputy Chief Howard Hollins 214-947-7711
- 46) Methodist Health System Police Department
- Dallas Methodist Medical Center
Front Lobby
1441 N. Beckley Ave
Dallas, TX 75203
Sgt. Det. Mary Manzay 214-947-8802
- 47) Richardson Police Department
Youth Crimes Unit/Rooms D-207, D208 & D211
140 North Greenville Avenue
Richardson, TX 75081
Sgt. Jaime Gerhart 972-744-4862
- 48) Richland College Police Department
Pecos Hall-Rooms P161, P163, P170 P172 &
Kiowa Hall-Room K110
12800 Abrams Road
Richardson, TX 75243
Lt. Sena 972-761-6758
- 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
L. 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

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

214-698-2200 Office

- 53) University Park Police Department
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

JUVENILE BOARD ORDER

ORDER NO: 2017-xxx

DATE: May 22, 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 22nd day of May, 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 Dallas County Sheriff's Department maintains Juvenile Processing Offices, Rooms C3-6 and C3-7, located at the Frank Crowley Courts Building, 133 N. Riverfront Blvd., Dallas, Texas 75202. The rooms were previously designated as approved Juvenile Processing Offices on May 18, 2015, by the Juvenile 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 Dallas County Sheriff's Department Juvenile Processing Offices, Rooms C3-6 and C3-7, were personally inspected by Leah Probst, Pre-Adjudication Manager, on April 26, 2017. The sites were determined to be suitable as Juvenile Processing Offices, and the designated areas were clearly identified with affixed signage; and

WHEREAS, the Dallas County Sheriff's Department Juvenile Processing Offices comply 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 Offices for the Dallas County Sheriff's Department, Rooms C3-6 and C3-7, located at the Frank Crowley Courts Building, 133 N. Riverfront Blvd., Dallas, Texas 75202.

DONE IN OPEN BOARD MEETING this 22nd day of May, 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

E.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

DATE: May 22, 2017
TO: Dallas County Juvenile Board
FROM: Dr. Terry S. Smith, Director
RE: Re-Certification of Lyle B. Medlock Youth Treatment Center Post-Adjudication Secure Facility

Background of Issue:

Section 51.125 of the Texas Family Code, added by the 80th Legislature, sets guidelines for inspection of post-adjudication secure correctional facilities by the Juvenile Judges and Juvenile Board:

Sec. 51.125A- Post-Adjudication Correctional Facilities.

(b) In each county, each judge of the juvenile court and a majority of the members of the juvenile board shall personally inspect all public or private juvenile post-adjudication secure correctional facilities that are not operated by the Texas Youth Commission and that are located in the county at least annually and shall certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Probation Commission that the facility or facilities are suitable or unsuitable for the confinement of children. In determining whether a facility is suitable or unsuitable for the confinement of children, the juvenile court judges and juvenile board members shall consider:

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

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

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

Currently Texas Juvenile Justice Department (TJJD) contract regulations require Juvenile Departments who operate or contract for the operation of facilities to comply with TJJD's minimum standards, to receive Texas Juvenile Justice Department funding. The purpose of this briefing is to recommend the Juvenile Board certify

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

the Lyle B. Medlock Treatment Center as suitable for the confinement of children in accordance with the guidelines established by the Texas Legislature.

Impact on Operations:

The Lyle B. Medlock Residential Treatment Center has a residential capacity of 96 youth. It is comprised of two treatment programs: Enhancing Positive Identity and Choices (EPIC) and Successful Thinking and Responsible Sexuality (STARS). The EPIC program has ability to serve 60 male residents aged 13 to 17, who have been adjudicated for delinquent offenses. The STARS program has the ability to serve 36 male residents aged 13 to 17 who have been adjudicated for sexual offenses.

Both programs are overseen by a licensed clinical psychologist and include individual and group therapy with Master's and Doctoral level clinicians (2 for STARS, 6 for EPIC). The residents in both programs are required to complete a series of 10 Group Goal Packets highlighting successful social skills and concepts for change and rehabilitation (e.g.: honesty, tolerance, empathy, anger management). The packets also educate residents about thinking errors which are largely responsible for the perpetuation of negative behaviors that have led them to be placed in RTC. The STARS residents are required to take and pass polygraph examinations at various points throughout their treatment. They also have the opportunity to participate in furloughs and overnight home visits to enhance relapse prevention planning and execution.

STARS Current Staffing:

<i>Services</i>	Provided by	Number
STARS Groups	Clinical staff	2
Crisis intervention	Clinical staff	2
Individual therapy	Clinical staff	2
STARS Bi-monthly family Group	Clinical staff	2
Administrative Management	Doctoral level Psychologist	1
Case Management	Probation Officers	2

RTC Current Staffing:

<i>Services</i>	Provided by	Number
Anger Management Groups	Doctoral level Psychologist	4
Crisis intervention	All clinical staff	4
Individual therapy	All clinical staff	4
Process Groups	All clinical staff	4
Administrative Management	Doctoral level Psychologist	1
Family Training	Doctoral level Psychologist	4
Family Therapy	All clinical staff	4
Case Management	Probation Officers	2

Each dorm of 12 youth has a clinician who is responsible for all of the therapeutic services. This ensures more continuity of care, more accountability for therapy being provided, decreases the need to make a referral for clinical services, ensures family therapy is begun at the time of the youth's enrollment in the program, and increases the multi-disciplinary team's functionality. In addition, all therapeutic services are operated by staff with the most experience thereby decreasing instances of youth manipulating the system and splitting between the therapist and the probation officer. Thus, probation officers are free to do more monitoring while the clinician maintains the role of the clinician without the probation officer assuming a dual role.

The staff realizes that with greater challenges come greater rewards. As such, efforts are continuing to increase the therapeutic rigor, accountability, and impact of the program to increase the youths' chances for success.

Strategic Plan Compliance:

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

Legal Information:

The Texas Family Code requires the members of the Juvenile Board to personally inspect the Lyle B. Medlock Treatment Center and certify in writing that the facility is suitable for the confinement of children.

Financial Impact/Considerations:

Juvenile facilities found to be out of compliance with TJJD standards, and who fail to correct deficiencies after a reasonable time, may have state funding reduced or suspended. The current per diem cost for the Lyle B. Medlock facility is \$126.00 based on projections, the total FY'17 cost for operating the program being \$4,421,136.00

Program Statistics:

- From January 1, through December 31, 2016, the average length of stay for the residential treatment program (EPIC) was 150 days with an average daily population of 40 youth, and 247 days with an average daily population of 28 youth for the sex offender program (STARS).
- From January 1, through December 31, 2016, Medlock served a total of 172 youth, with 113 admissions and 97 released. Of these releases, 92 were successful, 4 unsuccessful with 1 administrative release.

Recommendation:

It is recommended that the Dallas County Juvenile Board certify the Lyle B. Medlock Treatment Center as suitable for the confinement of youth in accordance with Section 51.125 of the Texas Family Code and the Texas Juvenile Justice Department Standards for Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities. The Juvenile Department also recommends the facility be certified for 96 beds.

Recommended by:


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

JUVENILE BOARD ORDER

ORDER NO: 2017-xxx

DATE: May 22nd, 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 22nd day of May, 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, Section 51.125 of the Texas Family Code sets guidelines for inspection of post-adjudication secure correctional facilities by the Juvenile Judges and Juvenile Board, and mandates each judge of the juvenile court and a majority of the members of the Juvenile Board to personally inspect the juvenile post-adjudication secure correctional facilities located in the County at least annually and to certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facility or facilities are suitable or unsuitable for the confinement of children; and

WHEREAS, Section 51.125 of the Texas Family Code adds that in determining whether a facility is suitable or unsuitable for the confinement of children, the juvenile court judges and juvenile board members shall consider current monitoring and inspection reports, any noncompliance citation reports issued by the Texas Juvenile Justice Department, the status of any required corrective actions, and current governmental inspector certification regarding the facility's compliance with local fire codes and local building codes, the number of allegations of abuse, neglect, or exploitation, the availability of health and mental health services, the availability of educational services, and the overall physical appearance of the facility, including the facility's security, maintenance, cleanliness, and environment; and

WHEREAS, each judge of the juvenile court and a majority of the members of the Juvenile Board personally inspected the Lyle B. Medlock Treatment Center; and

WHEREAS, the Juvenile Department recommends the facility be certified for 96 beds; and

WHEREAS, as a result of that personal tour and inspection, the judges of the juvenile court and the Dallas County Juvenile Board deemed the Lyle B. Medlock Treatment Center to be suitable for the confinement of children in accordance with Section 51.125 of the Texas Family Code and the Texas Juvenile Justice Department Standards for Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities; and

WHEREAS, this request conforms to the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the strategy to *maximize the effectiveness of the County's criminal justice resources*.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board certifies the Lyle B. Medlock Treatment Center as suitable for the confinement of children in accordance with Section 51.125 of the Texas Family Code and the Texas Juvenile Justice Department Standards for Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities.

DONE IN OPEN BOARD MEETING this 22nd day of May, 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

F.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

Memorandum

Date: May 22, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Re: Approval of the 2017 Lyle B. Medlock Policy and Procedures

BACKGROUND OF ISSUE:

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

§341.3. Policy and Procedures.

(b) Department Policies. The Juvenile Board shall adopt written department policies and procedures.

§341.9. Policy and Procedure Manual.

(a) The chief administrative officer shall maintain and enforce a policy and procedure manual for the juvenile probation department, which shall include the policies, procedures, and regulations of the juvenile probation department as adopted by the juvenile board.

(b) The chief administrative officer shall provide all employees with a copy of or access to the policy and procedure manual, review the manual on an annual basis and update it as necessary.

§343.2. Administration and Management.

(a) Policies and Procedures. The juvenile board shall approve policies and procedures for a facility or approve the policies and procedures of a private provider operating a facility within its county under contract with the juvenile board and/or the county.

DISCUSSION:

The Juvenile Department is presenting the Lyle B. Medlock Residential Treatment Center Policies and Procedures for annual review and approval of the Juvenile Board. The noted changes for the Medlock 2017 Policy & Procedures are the resident discipline plan and the additional Juvenile Probation Officers case plan requirements that were revised in TAC 341.

STRATEGIC PLAN COMPLIANCE:

This request conforms to the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the strategy to *leverage impact in the County by implementing best practices*.

LEGAL ISSUES:

The Policies and Procedures were previously reviewed and approved by Ms. Denika Caruthers, Administrative Legal Advisor, in May 2017. A copy of the Medlock Policies and Procedures Manual is available for Juvenile Board review.

RECOMMENDATION:

It is respectfully recommended that the Juvenile Board approve the 2017 Policy and Procedures for the Lyle B. Medlock Residential Treatment Center. It is furthermore recommended that the Juvenile Board authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed and pending approval by the Juvenile Board at the next scheduled meeting.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2017-xxx

DATE: May 22, 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 22nd day of May, 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 Juvenile Boards to approve policies and procedures for a facility or approve the policies and procedures of a private provider operating a facility within its county under contract with the Juvenile Board and/or the county; and

WHEREAS, TJJD standards further mandate the Director of Juvenile Services or designee to review the policies and procedures manual on an annual basis and update it as necessary; and

WHEREAS, the Juvenile Department is presenting the Medlock Residential Treatment Center policy and procedures manual for its annual review; and

WHEREAS, the noted change for the Medlock 2017 Policy and Procedures are the resident discipline plan and addition of also added the Juvenile Probation Officers case plan requirements that were revised in TAC 34; and

WHEREAS, this request conforms to the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the strategy to *leverage impact in the County by implementing best practices*.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board that the Dallas County Juvenile Board approves the 2017 Medlock Residential Treatment Center Policy and Procedures.

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

DONE IN OPEN BOARD MEETING this 22nd day of May, 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: May 22, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Physical Modifications required to operate the Letot RTC as a Secure Residential Facility (Amendment)

Background of Issue:

The Letot Residential Treatment Center for Girls was designed and built to comply with federal regulations for the housing of status offenders, which require, in part, that residents be able to exit the building without facing architectural barriers or needing staff help. The building was also designed and built to comply with relevant Texas Family Code mandates and Texas Juvenile Justice Department standards for non-secure facilities. Construction ended the summer of 2015, the Juvenile Board certified the facility as suitable for the confinement of juveniles in July of 2015, and a few days later we accepted the first group of residents. After operating the facility for a year, we determined that the interest of the youth and the community is best served by modifying the physical structure of the Letot RTC to operate as a secure juvenile residential facility.

On November 28th 2016, the Juvenile Board approved (Court Order #2016-121) the funding request to modify the physical structure of the Letot RTC from Non-secure to Secure for a total cost of \$93,569.14. The purpose of this briefing is to amend the court order to approve the renovations necessary to make Letot RTC secure.

Impact on Operations

The current amendment requires no structural changes; they center around the removal of two wood doors located at the entrance leading into the facility and replacing them with new metal hollow doors. Additionally, five (5) card readers, six (6) key override switches, eleven (11) mini mag locks with integrated DPS and one (1) Fire Alarm Integration will need to be installed for added safety and security at the facility. Once approved by the Juvenile Board and Dallas County Commissioners Court, we expect the project to last about 3 weeks, contingent on product availability, and holiday schedules.

Strategic Plan Compliance

This request conforms to the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the strategy to *maximize the effectiveness of the County's criminal justice resources*.

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

Legal Information:

There are no legal issues to discuss at this time.

Financial Impact/Considerations:

Purchase and labor of replacing the double wood doors and installing the new metal hollow doors is \$2,155.66. The estimated purchase and labor for the additional parts listed is \$14,341.88 The grand total for this amendment is 16,497.54. Funding to make the Letot RTC a secure facility should be charged to Fund 196 Letot RTC project, with funding transferred from Fund 196 Unallocated Reserves. Ms. Carmen Williams, Juvenile Departments Budget Manager has reviewed this information and it has been reviewed and approved by Dallas County Budget Director Mr. Ryan Brown.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the amendment to the physical modifications of the Letot RTC to qualify for registration as a secure residential post-adjudication facility under Texas Juvenile Justice Department standards.

Recommended by:



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



SOLOGY
SAFETY AND SECURITY SOLUTIONS

Main: 972-792-9300

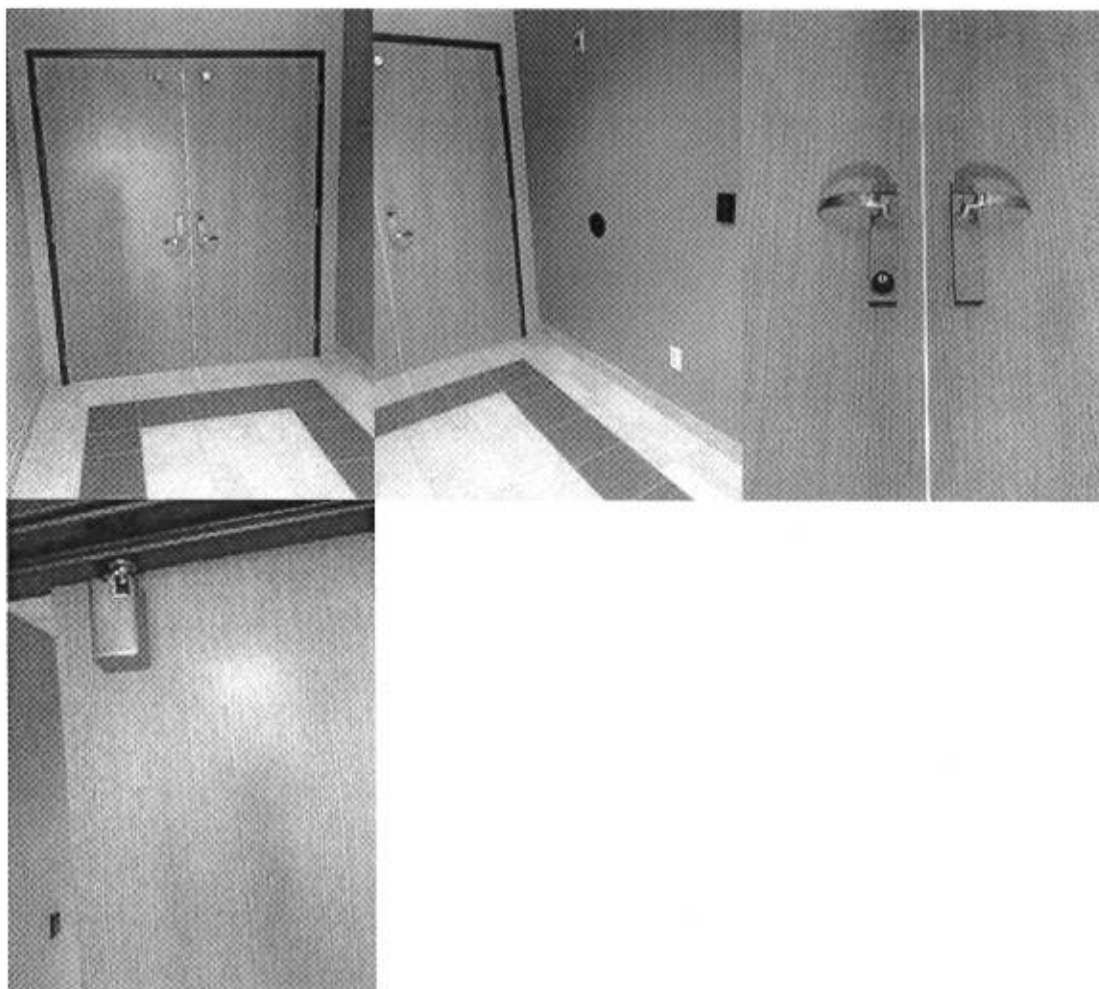
Fax: 972-792-9301

Email: indamron@sologysolutions.com

Web: www.sologysolutions.com

Preliminary SOW

D15



Replace double wood door with metal hollow doors.

Test, Troubleshoot and Acceptance



SOLOGY
SAFETY AND SECURITY SOLUTIONS

Main: 972-792-9300
Fax: 972-792-9301
Email: mdamron@sologysolutions.com
Web: www.sologysolutions.com

Prepared For

Dallas County
Todd Fancher
500 Elm Street, Suite 118
Dallas, TX
todd.fancher@dallascounty.org
(214) 653-7935

Prepared By

Mark Damron
Phone: 972-792-9300
Email: mdamron@sologysolutions.com

Valid For: 30 Days
Warranty: 30 Days

DIR Contract # DIR-TSO-2542
IHUB Certified #126044766900

Installation of double metal door D15- Non DIR		List Price	Price	Qty	Extended
	DOUBLE DOOR 6070 OPENING, HOLLOW METAL		\$1,046.67	1	\$1,046.67
	Hinges		\$19.99	1	\$19.99
Professional Services - DIR					
Professional Services	Professional Services		\$1,089.00	1	\$1,089.00
Installation of double metal door D15- Non DIR Subtotal					\$2,155.66

Recap		Amount
Installation of double metal door D15- Non DIR		\$2,155.66
Total		\$2,155.66

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature _____

Date _____



SOLOGY
SAFETY AND SECURITY SOLUTIONS

Main: 972-792-9300
Fax: 972-792-9301
Email: indamron@sologysolutions.com
Web: www.sologysolutions.com

Assumptions

- Doors will need to be replaced during the project timeline of the Letot Secure Project.
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually agreeable Statement of Work.



SOLOGY
INTEGRATE. CONNECT. PROTECT.

Main: 972-792-9300
Fax: 972-792-9301
Email: mdamron@sologysolutions.com
Web: www.sologysolutions.com

We have prepared a quote for you

Letot additional doors

Quote #131591

Version 1

DIR Contract # DIR-TSO-2542
HUB Certified #126044766900

Dallas County



SOLOGY
INTEGRATE. CONNECT. PROTECT.

Main: 972-792-9300

Fax: 972-792-9301

Email: indamron@sologysolutions.com

Web: www.sologysolutions.com

Preliminary SOW

There will be five additional doors to make badge in/badge out. Four (4) of five (5) are double doors.

- Nine (9) mag locks
- Five (5) card readers.
- Five (5) key overrides

The Visitor Center card reader will be moved from one side of the hall to the other and add new magnetic locks with key override on the secure side. Double door.

- Two (2) mag locks,
- One (1) key override

Fire Alarm Integration

Test, Troubleshoot and Acceptance



SOLOGY
INTEGRATE. CONNECT. PROTECT.

Main: 972-792-9300

Fax: 972-792-9301

Email: mdamron@sologysolutions.com

Web: www.sologysolutions.com

Prepared For

Dallas County
Keith Armwood
500 Elm Street, Suite 118
Dallas, TX
rodrick.armwood@dallascounty.org
(214) 956-2002

Prepared By

Mark Damron
Phone: 972-792-9300
Email: mdamron@sologysolutions.com

Valid For: 30 Days
DIR Contract # DIR-TSO-2542
HUB Certified #126044766900

Other Materials - Non DIR		List Price	Price	Qty	Extended
	HID RP40 Multiclass reader 3.3x4.8x1.0"		\$186.43	5	\$932.15
	Key Override Switch		\$98.89	6	\$593.34
	RCI Single Mini Mag with integrated DPS		\$266.53	11	\$2,931.83
	Fire Alarm Integration		\$2,900.00	1	\$2,900.00
Other Materials - Non DIR Subtotal					\$7,357.32

Professional Services - DIR		List Price	Price	Qty	Extended
	DIR Professional Services		\$6,984.56	1	\$6,984.56
Professional Services - DIR Subtotal					\$6,984.56

Recap		Amount
Other Materials - Non DIR		\$7,357.32
Professional Services - DIR		\$6,984.56
Total		\$14,341.88

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature _____

Date _____



SOLOGY
INTEGRATE. CONNECT. PROTECT.

Main: 972-792-9300
Fax: 972-792-9301
Email: mdamron@sologysolutions.com
Web: www.sologysolutions.com

Assumptions

- All networking equipment except security components are outside of scope.
- PoE switches are available for security end devices.
- Cabling will be completed by a 3rd party and is not part of this quote.
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually agreeable Statement of Work.
- Will use the existing door controllers and power supplies.

JUVENILE BOARD ORDER

ORDER No: 2017-XXX

DATE: May 22, 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 22nd day of May, 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 Letot Residential Treatment Center for Girls was designed and built to comply with federal regulations for the housing of status offenders, which require, in part, that residents be able to exit the building without facing architectural barriers or needing staff help. The building was also designed and built to comply with relevant Texas Family Code mandates and Texas Juvenile Justice Department standards for non-secure facilities. Construction ended the summer of 2015, the Juvenile Board certified the facility as suitable for the confinement of juveniles in July of 2015, and a few days later the Letot RTC accepted the first group of residents. After operating the facility for a year, the Juvenile Department has determined that the interest of the youth and community is best served by modifying the physical structure of the Letot RTC to operate as a secure juvenile residential facility; and

WHEREAS, on November 28 2016, the Juvenile Board approved (Court Order #3016-121) the funding request to modify the physical structure of the Letot RTC from Non Secure to Secure; and

WHEREAS the current amendment involves no structural changes; they center around the removal of two wood doors located at the entrance leading into the facility and replacing them with new metal hollow doors. Additionally, five (5) card readers, six (6) key override switches, eleven (11) mini mag locks with integrated DPS and one (1) Fire Alarm Integration will need to be installed for added safety and security at the facility. Once approved by the Juvenile Board and Dallas County Commissioners Court, we expect the project to last about 3 weeks contingent on product availability, and holiday schedules; and

WHEREAS, purchase and labor of replacing the double wood doors and installing the new metal hollow doors is \$2,155.66. The estimated purchase and labor for the additional parts listed is \$14,341.88. The grand total for this amendment is \$16,497.54. Funding for this amendment should be charged to Fund 196 Letot RTC project, with funding transferred from Fund 196 Unallocated Reserves. Carmen Williams, Juvenile Departments Budget Manager has reviewed this information and it has been approved by Dallas County Budget Director Mr. Ryan Brown; and

WHEREAS, this request conforms to the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the strategy to *maximize the effectiveness of the County’s criminal justice resources*.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board approves the amendment to the physical modifications of the Letot RTC to qualify for registration as a secure residential post-adjudication facility under Texas Juvenile Justice Department standards.

DONE IN OPEN BOARD MEETING this 22nd day of May, 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: May 22, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Approval of a Memorandum of Understanding with Big Thought Utilizing Creative Solutions for the JJAEP Summer Camp FY17

Background of Issue:

At its August 22, 2016 meeting, the Dallas County Juvenile Board approved the JJAEP Summer Camp: TJJD Prevention, Programming and Placement Award (Board Order #2016-087). The Dallas County Juvenile Department will offer a three-week summer camp experience, from July 10, 2017, to July 28, 2017, to serve approximately 14 to 16 non-adjudicated youth, between the ages of 12 to 17 years old, who attend the Dallas County Juvenile Justice Alternative Education Program. Youth in the Pre-Adjudication Intensive Supervision (P.A.I.S.) or assessment stage will also be targeted. DCJD aims to offer these youth opportunities to advance their academic knowledge and improve their social skills, while engaging in their community. Each week, DCJD will offer community service projects, a three-day credit recovery lab, a field trip each week, including a dining experience at a local restaurant, and a creative learning experience once a week, provided by Big Thought.

The purpose of this briefing is to request authorization to execute the attached Memorandum of Understanding with Big Thought Utilizing Creative Solutions for the JJAEP Summer Camp FY17.

Impact on Operations and Maintenance:

The services provided by Big Thought will occur at the Juvenile Justice Alternative Education Program location, once per week, over the course of the three-week summer camp. Each four-hour day, from 10:00am to 2:00pm, will be broken down into three sessions where each youth will be exposed to different disciplines. Big Thought will utilize its Creative Solutions program. Creative Solutions uses art to catalyze learning through creative engagement. Professional teachers, artists/mentor will work with the adjudicated and at-risk youth, accommodating a variety of skill and experience levels as well as permitting and encouraging participants to learn at their own pace.

With assistance from Grant Services, Education Services will administer/monitor the Memorandum of Understanding. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy.

Strategic Plan Compliance:

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

A Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers and Form 1295 has been completed per requirements. The agreement requires the signature of the Chair of the Juvenile Board.

Financial Impact/Considerations:

The Dallas County Juvenile Department agrees to allocate funds in the amount of \$2,245 from Grant S (Funding Source 466-07128) to support Big Thought's Creative Solutions Program initiatives and JJAEP. This includes teaching artist fees for instruction and planning/training, as well as supplies and administrative support. Total payment for FY17 will not exceed \$2,245. Payment will be one installment of \$2,245. This information has been reviewed by Ms. Carmen Williams, Budget Services Manager.

Performance Impact Measures:

The Dallas County Juvenile Department must provide data measuring the results of the work done under this solicitation. The grant recipients will be required to report performance outcomes as indicated by the solicitation's requirements.

Project Schedule/Implementation:

This agreement is for July 10, 2017, to July 28, 2017.

Recommendation:

It is recommended that the Juvenile Board approve the Memorandum of Understanding with Big Thought utilizing Creative Solutions for the JJAEP Summer Camp FY17. It is further recommended that the Dallas County Juvenile Board authorize the Chairman of the Juvenile Board to execute related documents on behalf of the Juvenile Board.

Recommended by:



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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective from July 10, 2017 to July 28, 2017, is entered by and between Big Thought and Dallas County Juvenile Department (DCJD) along with the Juvenile Justice Alternative Education Program 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), Attachment A, Contract Specifications.
- B. (Exhibit B), Attachment B, Juvenile Department Title VI Assurances.
- C. (Exhibit C), 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.

Big Thought and Dallas County have been working together since 1995.

SCOPE OF WORK

Contractor agrees to provide services in accordance with the services as described in the Attachment A, Contract Specifications (Exhibit A).

ASSURANCES

1. Big Thought understands that under no circumstances should individuals working on behalf of Big Thought, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) have contact or any type of interaction with youth/families involved in the grant funded program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's ORI # TX057013G.
2. Big Thought understands that the names of individual working on behalf of Big Thought, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.
3. Big Thought understands that individuals involved in the Creative Solutions program on behalf of BIG THOUGHT must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
4. Big Thought must ensure that staff involved in the Program, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.

Memorandum of Understanding with Big Thought for JJAEP Summer Camp FY17

5. Big Thought understands that individuals working on behalf of Big Thought, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be trained on Prison Rape Elimination Act.
6. Big Thought understands that individuals working on behalf of the Big Thought, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential.
7. Big Thought will supply all materials, equipment and durable goods necessary to the program.
8. Dallas County, along with the Dallas County Juvenile Department agrees to allocate funds in the amount of \$2,245.00 from its Grant S-Prevention and Intervention Programs Funds to support Big Thought as approved in Commissioner's Court on August 22, 2016.
10. Total payment for FY2017 will not exceed two thousand two hundred and forty-five dollars (\$2,245.00). County's payment will be one installment of \$2,245.00. At the conclusion of the year, Big Thought will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred, and actual revenue received (if any).
11. County will make payment to Big Thought upon receipt of a verified and proper invoice in accordance with Texas Government Code, Chapter 2251.
12. County's payment will be due to Big Thought within thirty (30) days of receipt of an invoice for the appropriate amount.
13. Big Thought agrees that a temporary delay in making payments due to the county's accounting and disbursement procedures shall not place them in default of this Contract and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.
14. Big Thought agrees to spend all funds as represented in the Grant S: TJJD Prevention, Programming and Placement Award Application.
15. Big Thought understands that The Dallas County Juvenile Department maintains the right to take ownership of non-expendable equipment (equipment that can have a life of more than two years) purchased with Grant S funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.
16. Big Thought agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.
17. The Term of this Agreement shall be from July 10, 2017 to July 28, 2017.

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 B).

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 C).

INSURANCE

It is Big Thought's responsibility to make sure it has comprehensive general liability and professional insurance coverage, with minimum limits of \$1,000,000/\$500,000 per occurrence. Big Thought should also possess an umbrella liability coverage with a minimum limit of \$2,000,000.

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

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

INDEMNIFICATION

Big Thought, to the fullest extent allowed by law, agrees to indemnify and hold harmless DALLAS COUNTY, Dallas County Juvenile Board, Dallas County Juvenile Department, its assigns, officers, directors, employees, agents, representatives (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

Memorandum of Understanding with Big Thought for JJAEP Summer Camp FY17

disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission by Big Thought in performance of this Agreement and/or Program, except to the extent such liability, damage, fine or expense is the result of negligent acts or omissions of the County.

CHOICE OF LAWS AND VENUE

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

SEVERABILITY

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

Memorandum of Understanding with Big Thought for JJAEP Summer Camp FY17

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: _____
Dr. 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

CONTRACTOR'S NAME:

BY: 
Glenn Baldwin, Chief Financial Officer
Big Thought

APPROVED AS TO FORM*:

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

ATTACHMENT A

Contract Specifications

Big Thought-DCJJAEP Summer Camp Creative Solutions Programming

I. **COST: \$2,245.00**

II. PROGRAM SCHEDULE:

A. **Service Week:** Juvenile Justice Alternative Education Program - Once per week; a three week program taking place July 10, 2017 to July 28, 2017.

B. **Service Hours:** Fridays, 10:00am to 2:00pm

C. **Service Delivery Location:** Dallas County's Juvenile Justice Alternative Education Program

III. PROGRAM COMPONENTS

A. **Frequency:** Each four hour day will be broken down into three sessions where each youth will be exposed to different disciplines. Big Thought will utilize its Creative Solutions program. Creative Solutions uses art to catalyze learning through creative engagement. Professional teaching artist/mentors work with the adjudicated and at-risk youth, accommodating a variety of skill and experience levels as well as permitting and encouraging participants to learn at their own pace.

IV. PROGRAM MECHANICS

A. **Length of stay:** Programming will last for 4 hours once a week over the course of a three week period.

B. **Holiday Schedule:** N/A

C. **Summer Schedule:** July 10, 2017-July 28, 2017

D. **Transportation:** N/A

E. **Meals/Snacks:** N/A

V. DIRECT CARE STAFF AND MINIMUM QUALIFICATIONS

A. Program Director:

- Bachelor's degree in education, fine or performing arts, or related field
- Minimum 5 years experience in program management, theatrical production or related field
- Minimum 3 years working with at-risk youth

B. Master Artists:

- Bachelor's degree or equivalent experience in fine or performing arts
- A minimum of 5 years experience in arts-in-education.
- A minimum of 3 years experience working with at-risk youth
- A proven track record in developing artistic programs for children
- Experience in developing arts programs that integrate life skills

All positions require:

- High level decision-making skills
- Outstanding communication skills
- Ability to work both independently and as leader of a team
- Ability to meet multiple deadlines
- Commitment and demonstrated ability to produce high quality work
- Discretion and good judgment
- Submission to background check
- Completion of required training which includes, but is not limited to, Dallas County Juvenile Department PREA training and orientation to county policies

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 and 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: Big Thought


Signature, Authorized Representative of Contractor

April 3, 2017
Date

Chief Financial Officer
Title

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:
2017-186554

Date Filed:
04/03/2017

Date Acknowledged:

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

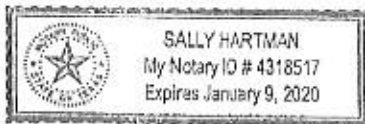
- 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
- JB-29
JJAEP Summer Camp

[illegible]

- 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.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Glenn Baldwin, this the 3rd day of April 2017, to certify which, witness my hand and seal of office.

Sally Hartman SALLY HARTMAN Notary
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: May 22, 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 22nd day of May, 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,** at its August 22, 2016 meeting, the Dallas County Juvenile Board approved the JJAEP Summer Camp: TJJD Prevention, Programming and Placement Award (Board Order #2016-087). The Dallas County Juvenile Department will offer a three-week summer camp experience, from July 10, 2017, to July 28, 2017, to serve approximately 14 to 16 non-adjudicated youth, between the ages of 12 to 17 years old, who attend the Dallas County Juvenile Justice Alternative Education Program. Youth in the Pre-Adjudication Intensive Supervision (P.A.I.S.) or assessment stage will also be targeted. DCJD aims to offer these youth opportunities to advance their academic knowledge and improve their social skills, while engaging in their community. Each week, DCJD will offer community service projects, a three-day credit recovery lab, a field trip each week, including a dining experience at a local restaurant, and a creative learning experience once a week, provided by Big Thought; and
- WHEREAS,** the services provided by Big Thought will occur at the Juvenile Justice Alternative Education Program location, once per week, over the course of the three-week summer camp. Each four-hour day, from 10:00am to 2:00pm, will be broken down into three sessions where each youth will be exposed to different disciplines. Big Thought will utilize its Creative Solutions program. Creative Solutions uses art to catalyze learning through creative engagement. Professional teachers, artists/mentor will work with the adjudicated and at-risk youth, accommodating a variety of skill and experience levels as well as permitting and encouraging participants to learn at their own pace; and
- WHEREAS,** with assistance from Grant Services, Education Services will administer/monitor the Memorandum of Understanding. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy; and
- WHEREAS,** this request complies with Vision 3: Dallas is safe, secure, and prepared, by expanding disposition alternatives with regard to treatment for youth/families involved in the Juvenile Justice system and assisting with academic growth; and
- WHEREAS,** a Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers and Form 1295 has been completed per requirements. The agreement requires the signature of the Chair of the Juvenile Board; and

WHEREAS, the Dallas County Juvenile Department agrees to allocate funds in the amount of \$2,245 from Grant S (Funding Source 466-07128) to support Big Thought's Program initiatives and JJAEP. This includes teaching artist fees for instruction and planning/training, as well as supplies and administrative support. Total payment for FY17 will not exceed \$2,245. Payment will be one installment of \$2,245. This information has been reviewed by Ms. Carmen Williams, Budget Services Manager; and

WHEREAS, this agreement is for July 10, 2017, to July 28, 2017; and

WHEREAS, the Dallas County Juvenile Department must provide data measuring the results of the work done under this solicitation. The grant recipients will be required to report performance outcomes as indicated by the solicitation's requirements; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Memorandum of Understanding with Big Thought utilizing Creative Solutions for the JJAEP Summer Camp FY17. It is further recommended that the Dallas County Juvenile Board authorize the Chairman of the Juvenile Board to execute related documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 22nd day of May, 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: May 22, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Juvenile Justice Alternative Education Program (JJAEP) Policies and Procedures

Background of Issue:

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

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

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

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

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

Impact on Operations and Maintenance:

The policies and procedures manual is updated annually and provides a framework which must be followed to ensure the Juvenile Justice Alternative Education Program (JJAEP) is upholding the standards of the Texas Juvenile Justice Department (TJJD), laws and adopting best practices in the area of education. The Juvenile Justice Alternative Education Program (JJAEP) ensures that all policies and procedures are followed. The JJAEP Policies and Procedures will be shared with Region 10 Education Service Center and the supporting fourteen (14) Independent School Districts prior to the new 2017-2018 school year. Change(s) to the JJAEP Policies and Procedures include:

- reporting to duty/assignments for all staff
- update dates

Strategic 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 assisting with academic growth.

Legal Information:

This information has been reviewed and approved by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor.

Financial Impact/Considerations:

There is no financial impact to the County.

Performance Impact Measures:

To comply with the state and local guidelines, JJAEP shall implement the policies and procedures, as required.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Justice Alternative Education Program (JJAEP) Policies and Procedures 2017-2018.

Recommended by:


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

JUVENILE BOARD ORDER

ORDER NO: 2017 - XXX

DATE: May 22, 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 22nd day of May 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 the legally authorized body of officials who manages the Dallas County Juvenile Department (Texas Human Resource Code §152.0631(e)). The Juvenile Board is authorized under the Texas Human Resource Code §152.0631(e) to set policies and procedures for the Juvenile Probation Department and other departments, facilities and organizations under the Board's jurisdiction.

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

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

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

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

WHEREAS, the policies and procedures manual is updated annually and provides a framework which must be followed to ensure the Juvenile Justice Alternative Education Program (JJAEP) is upholding the standards of the Texas Juvenile Justice Department (TJJD), laws and adopting best practices in the area of education. The Juvenile Justice Alternative Education Program (JJAEP) ensures that all policies and procedures are followed. The JJAEP Policies and Procedures will be shared with Region 10 Education Service Center and the supporting

fourteen (14) Independent School Districts prior to the new 2017-2018 school year. Change(s) to the JJAEP Policies and Procedures include:

- reporting to duty/assignments for all staff
- update dates;
- 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 assisting with academic growth; and

WHEREAS, this information has been approved by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor; and

WHEREAS, the JJAEP Policies and Procedures have no direct fiscal impact; and

WHEREAS, to comply with the state and local guidelines, JJAEP shall implement the policies and procedures, as required; and

WHEREAS, implementation will begin at the start of the school year on August 14, 2017; and

WHEREAS, it is recommended that the Dallas County Juvenile Board approve the Juvenile Justice Alternative Education Program (JJAEP) Policies and Procedures 2017-2018.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the Dallas County Juvenile Justice Alternative Education Program Policies and Procedures for the 2017-2018 school year.

DONE IN OPEN BOARD MEETING this 22nd day of May, 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: May 22, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Juvenile Justice Alternative Education Program (JJAEP) Student Code of Conduct

Background of Issue:

The Student Code of Conduct is the Juvenile Justice Alternative Education Program's (JJAEP) response to the requirements of Chapter 37 of the Texas Education Code and Chapter 348 of the Texas Juvenile Justice Department standards for juveniles expelled from their home schools. The Student Code of Conduct provides information to parents and students on the JJAEP behavior management system in regards to expectations for behavior, attendance and academics as well as procedures for administering discipline. The JJAEP, with the approval of the Juvenile Board of Dallas County, will implement this Student Code of Conduct for the 2017-2018 school year. The purpose of this brief is to recommend the Juvenile Board to approve the JJAEP Student Code of Conduct 2017-2018 so it can be shared with Region 10 Education Service Center and all fourteen (14) Independent School Districts prior to the start of the 2017-2018 school year.

Impact on Operations and Maintenance:

In accordance with state law, the Student Code of Conduct shall be provided to, and reviewed by, each student and the student's parent, guardian or custodian upon admittance into the JJAEP and shall be translated, if necessary, to ensure understanding of the content by all parties. Additionally, all JJAEP staff shall be provided a copy of the Student Code of Conduct. A signed acknowledgement of receipt of the Student Code of Conduct from the student and parent, guardian or custodian shall be maintained in each student's file. If any additional copies of the Student Code of Conduct are needed, they will be available from the JJAEP Administrator. Changes to the Student Code of Conduct are as follows:

- Revision of dates
- Basic formatting and updated language
- Positive Behavior, Intervention and Support (PBIS) defined
- Social skills defined (character and leadership)
- Good citizens defined
- Calculation for 'successful days'
- Campus area rules outlined
- Dress code added black pants
- Consequences of violating school bus rules defined
- Sexual Harassment/Sexual Abuse/PREA defined
- Student grievance procedure defined

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 assisting with academic growth.

Legal Information:

This information has been approved by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor.

Financial Impact/Considerations:

The JJAEP Student Code of Conduct has no direct fiscal impact.

Performance Impact Measures:

Ensure the safety and security of students and staff at JJAEP.

Project Schedule/Implementation:

Implementation will begin at the start of the school year on August 14, 2017.

Recommendation:

It is recommended that the Juvenile Board approve the Dallas County Juvenile Justice Alternative Education Program Student Code of Conduct for the 2017-2018 school year.

Recommended by:


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

JUVENILE BOARD ORDER

ORDER NO: 2017 - XXX

DATE: May 22, 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 22nd day of May 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 Student Code of Conduct is the Juvenile Justice Alternative Education Program's (JJAEP) response to the requirements of Chapter 37 of the Texas Education Code and Chapter 348 of the Texas Juvenile Justice Department standards for juveniles expelled from their home schools. The Student Code of Conduct provides information to parents and students on the JJAEP behavior management system in regards to expectations for behavior, attendance and academics as well as procedures for administering discipline. The JJAEP, with the approval of the Juvenile Board of Dallas County, will implement this Student Code of Conduct for the 2017-2018 school year. The purpose of this brief is to recommend the Juvenile Board to approve the JJAEP Student Code of Conduct 2017-2018 so it can be shared with Region 10 Education Service Center and all fourteen (14) Independent School Districts prior to the start of the 2017-2018 school year; and

WHEREAS, in accordance with state law, the Student Code of Conduct shall be provided to, and reviewed by, each student and the student's parent, guardian or custodian upon admittance into the JJAEP and shall be translated, if necessary, to ensure understanding of the content by all parties. Additionally, all JJAEP staff shall be provided a copy of the Student Code of Conduct. A signed acknowledgement of receipt of the Student Code of Conduct from the student and parent, guardian or custodian shall be maintained in each student's file. If any additional copies of the Student Code of Conduct are needed, they will be available from the JJAEP Administrator. Changes to the Student Code of Conduct are as follows:

- Revision of dates
- Basic formatting and updated language
- Positive Behavior, Intervention and Support (PBIS) defined
- Social skills defined (character and leadership)

- Good citizens defined
- Calculation for 'successful days'
- Campus area rules outlined
- Dress code added black pants
- Consequences of violating school bus rules defined
- Sexual Harassment/Sexual Abuse/PREA defined
- Student grievance procedure defined; 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 assisting with academic growth; and

WHEREAS, this information has been approved by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor; and

WHEREAS, the JJAEP Student Code of Conduct has no direct fiscal impact; and

WHEREAS, the performance measures are to ensure the safety and security of students and staff at JJAEP; and

WHEREAS, implementation will begin at the start of the school year on August 14, 2017; and

WHEREAS, it is recommended that the Juvenile Board approves the Dallas County Juvenile Justice Alternative Education Program Student Code of Conduct for the 2017-2018 school year.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the Dallas County Juvenile Justice Alternative Education Program Student Code of Conduct for the 2017-2018 school year.

DONE IN OPEN BOARD MEETING this 22nd day of May, 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

K.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: May 22, 2017

To: Dallas County Juvenile Board

From: Dr. Terry S. Smith, Director

Subject: Juvenile Justice Alternative Education Program (JJAEP) Memorandum of Understanding with Region 10 and 14 Independent School Districts

Background of Issue:

The Dallas County Juvenile Justice Alternative Education Program (DCJJAEP), Region 10 Education Service Center (Region 10) and fourteen (14) Independent School Districts (ISD's) agree that the goals in the Memorandum of Understanding (MOU) are: (a) to establish consistency, predictability, and appropriateness of curriculum options and student placement following expulsion from school; (b) to return students to the school setting when appropriate; (c) to impress upon youth that there are progressive sanctions for misconduct in the public school setting; (d) to provide educational options for the juvenile courts, consistent with the progressive sanctions in the juvenile justice system where appropriate; (e) and to comply with the requirement of Chapter 37 of the Texas Education Code. The purpose of this brief is to request the Juvenile Board to approve the Juvenile Justice Alternative Education Program (JJAEP) MOU with Region 10 and fourteen (14) ISD's for the 2017-2018 school year.

Impact on Operations and Maintenance:

This Memorandum of Understanding is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 and Texas Education Code, Chapter 37. The Parties to this MOU are the Juvenile Justice Alternative Education Program (JJAEP), Region 10 Education Service Center, and the fourteen (14) Independent School Districts: Carrollton-Farmers Branch Independent School District, Cedar Hill Independent School District, Coppell Independent School District, Dallas Independent School District, DeSoto Independent School District, Duncanville Independent School District, Garland Independent School District, Grand Prairie Independent School District, Highland Park Independent School District, Irving Independent School District, Lancaster Independent School District, Mesquite Independent School District, Richardson Independent School District, and Sunnyvale Independent School District (hereinafter referred to collectively as the "ISDs"). Changes to the MOU are as follows:

- New language – page 6 (adding *designee, the Deputy Director of Education*)
- New language – page 15 (changing the word *membership* to the word *administrative*)
- Change in dates – page 18 (*July 31, 2018*)
- No changes or updates to the content of **Attachment A – Procedures for Students Receiving Special Education Services**

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 assisting with academic growth.

Legal Information:

This information has been approved by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor.

Financial Impact/Considerations:

The JJAEP MOU with Region 10 and 14 ISD's has no direct fiscal impact.

Performance Impact Measures:

Performance measures are to ensure compliance of the goals as outlined in the MOU.


Project Schedule/Implementation:

The goals in the MOU will be implemented during the 2017-2018 school year and updated annually as state and federal laws mandate.

Recommendation:

It is recommended the Dallas County Juvenile Board approve the JJAEP Memorandum of Understanding with Region 10 Education Service Center and fourteen (14) ISD's for the 2017-2018 school year.

Recommended by:


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

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

This Memorandum of Understanding (sometimes referred to herein as "Agreement") is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 and Texas Education Code, Chapter 37, and is entered into to be effective August 1, 2017. The Parties to this Agreement are, the Dallas County Juvenile Board ("DCJB"), Region 10 Education Service Center and the following educational entities: Carrollton-Farmers Branch Independent School District, Cedar Hill Independent School District, Coppell Independent School District, Dallas Independent School District, DeSoto Independent School District, Duncanville Independent School District, Garland Independent School District, Grand Prairie Independent School District, Highland Park Independent School District, Irving Independent School District, Lancaster Independent School District, Mesquite Independent School District, Richardson Independent School District, and Sunnyvale Independent School District (hereinafter referred to collectively as the "ISDs"). This agreement shall be effective upon District Board approval.

RECITALS:

WHEREAS:

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

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

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

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

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

SECTION ONE: DEFINITIONS

1.1 For purposes of this Agreement, the following definitions shall be used:

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

- (F) The Governance Committee will review and make recommendations to the DCJJAEP Code of Conduct.
- (G) The Governance Committee will review and make recommendations to the DCJJAEP Operating Procedures.

SECTION TWO: STUDENT CODES OF CONDUCT

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

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

“Serious misbehavior” shall mean:

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

A student may be subject to discretionary expulsion for serious misbehavior only if the student, while placed in a disciplinary alternative education program, engages in such behavior. An ISD may, however, allow a student to be expelled from the regular school program and placed in the JJAEP for violations of

Texas Education Code Sections 37.007 (b) or (f) and pursuant to Texas Education Code Section 37.0051. It is understood by the Parties to this Agreement that such expulsions shall be limited to conduct considered by the school district to be of a serious nature, or likely to substantially interfere with the ISD's educational programs.

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

SECTION THREE: GOVERNANCE OF DCJJAEP

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

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

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

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

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

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

3.6 Meetings - The DCJJAEP Governance Committee shall hold regular meetings at such time and in such place as shall be determined by the Committee. Meetings shall be held in accordance with the provisions of the Texas Open Meetings Act, and procedures for meetings shall be governed by the most current version of *Robert's Rules of Order*. Special meetings of the DCJJAEP Governance Committee shall be called by the Chair, or by affirmative vote of not less than one-third (1/3) of the members of the Committee.

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

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

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

- (I) To appoint a liaison to inform the Governance Committee regarding pending legislative issues and updates.

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

SECTION FOUR: STUDENT PLACEMENT IN DCJJAEP

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

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

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

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

4.5 Each ISD shall use its best efforts to notify DCJB's designated liaison in writing as soon as practicable upon the ISD's identification of a student who the ISD reasonably believes has engaged in conduct for which the student will be subject to mandatory expulsion. Such notice shall be given in addition to any notice required under Texas Family Code Section 52.041. If the DCJB's designated liaison receives written notice under this section that a student is believed to have engaged in conduct for which the ISD

reasonably believes the student will be subject to mandatory expulsion, and the student is under the jurisdiction of the juvenile court, the juvenile court shall be requested to order the student to attend the DCJJAEP as soon as practicable, pending the outcome of any disciplinary proceedings at the ISD.

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

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

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

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

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

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

- (A) For mandatory placements, a minimum term of 90 days to a maximum term of 180 days; and
- (B) For discretionary placements, a minimum term of 90 days to a maximum term of 180 days with a review at 50 days for possible exit at 60 days, contingent upon the

student's academic progress, attendance and adherence to the rules, policies and procedures of the DCJJAEP. The exception to this assignment would be gun - related violations which have a maximum term of 180 days.

(C) For discretionary placements, enrollment in the DCJJAEP should minimize academic disruption of the DCJJAEP program:

- i. There will be no admission to or enrollment in the DCJJAEP in the seven-day period preceding the administration of state-mandated assessments;
- ii. There will be no admission to or enrollment in the DCJJAEP in the ten-day period preceding the last day of classes of the either the first or second semester; and
- iii. A student whose enrollment in the DCJJAEP is delayed under this section shall continue to receive educational services in a disciplinary placement provided at the home district pending enrollment in the DCJJAEP. Days served in the home district's disciplinary placement shall be considered the same as days served in the DCJJAEP.

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

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

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

SECTION FIVE: CASE REVIEW COMMITTEES

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

- (A) Verifying the appropriateness of a mandatory or discretionary expulsion;
- (B) Assuring that the documents for enrollment in the DCJJAEP are included in the student records for each student referred to the DCJJAEP;
- (C) Reviewing the need for related services of expelled special education students as mandated in the ARD / IEP document;

- (D) Requesting that the school district fax any incomplete information to the DCJJAEP within two working days of the CRC meeting; and
- (E) Returning any cases that do not meet the eligibility requirements in this Agreement to the sending ISD and notifying the Governance Committee representative.

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

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

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

SECTION SIX: SPECIAL EDUCATION

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

6.2 The DCJB and the ISDs shall cooperate in the provision of related services to students placed in the DCJJAEP. (See Attachment A – *Procedure for Students Receiving Special Education Services*)

6.3 The ISDs shall provide reasonable notice, preferably five school days, to the administrator of the DCJJAEP to participate in any ISD's Admission, Review and Dismissal Committee (ARD) meeting where placement in the DCJJAEP will be considered or when reviewing or modifying the program of a student in the DCJJAEP. A copy of the student's current individualized education program (IEP) must be provided to the JJAEP administrator or designee with the notice. If the JJAEP representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means including participation by telephone conference call. The ISDs will be responsible for scheduling and sending notices of ARD meetings during the period of expulsion, and for giving notice to the DCJJAEP Liaison of such ARD meetings. For students receiving services under the Individuals with Disabilities Education Act, the Admission, Review and Dismissal Committee meetings shall satisfy the requirement for academic review team meetings as otherwise required in Section 7.1 herein.

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

SECTION SEVEN: ACADEMIC REVIEW AND TRANSITION

7.1 The DCJB or its designee, together with the parent or guardian of each student, shall regularly review the student's academic progress. In the case of a high school student, the board or the board's designee, together with the student's parent or guardian, shall review the student's progress towards meeting high school graduation requirements and shall establish a graduation plan for the student. The

DCJJAEP is not required to provide a course necessary to fulfill a student's high school graduation requirements other than a course specified under Texas Education Code Section 37.011(d).

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

7.3 A teacher employed by the DCJJAEP who holds certification granted under Texas Education Code Section 21.031, *et seq.*, must review all academic work of the student prior to the student's exit from the DCJJAEP and return to the school district, and must certify completion of course work based upon a determination that the student has mastered the essential knowledge and skills for a course at the seventieth percentile pursuant to Section 28.002, Texas Education Code. In accordance with Texas Education Code Section 37.011(d), such certification must be accepted by the school district and all course credit earned by the student while at the DCJJAEP shall be reflected on the student's school district transcript.

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

SECTION EIGHT: ADMINISTRATION OF ALL REQUIRED STATE TESTING

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

responsible contact person who shall have responsibility, on behalf of each ISD, for coordination of administration of statewide assessment instruments for that ISD's students enrolled in the DCJJAEP. The DCJB shall be responsible for returning all testing material to the appropriate TEA agent.

SECTION NINE: DCJJAEP FACILITIES AND STAFFING

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

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

SECTION TEN: TRANSPORTATION

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

SECTION ELEVEN: RELEASE OF STUDENT AND JUVENILE RECORDS

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

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

- (A) For students in middle school, the student's Middle School Plan, which is a list of courses offered, by grade level, and the course credit earned by the student;
- (B) For students in grades 9-12, the student's Graduation Plan, which lists the sequence of courses needed for graduation and the course credit earned by the student;

- (C) The student's current transcript including all achievement test scores recorded on that document;
- (D) The student's current year report card;
- (E) A withdrawal form, which shall indicate the current courses in which the student is enrolled, the current earned grade, and the textbook and other instructional resources being used with that subject;
- (F) The student's records related to State-mandated testing;
- (G) The student's current year attendance record;
- (H) The student's latest Admission, Review and Dismissal (ARD) documents, the Manifestation Determination (MD), the Individualized Education Program (IEP) and the student's Behavior Intervention Plan (BIP), in accordance with Paragraph 6.1 of this Memorandum of Understanding;
- (I) The student's health records;
- (J) The student's home language survey;
- (K) For mandatory expulsions, a police service number must be included; and
- (L) As soon as is practicable, the student's home school district shall forward the student's previous year's attendance record.

SECTION TWELVE: FUNDING FOR DCJJAEP AND FISCAL AGENT

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

12.2 Base Rate - The base rate, as established by DCJB, will be charged for each discretionary expulsion student enrolled in the DCJJAEP. The base rate for those students admitted to the JJAEP for the 2016 – 2017 school year shall be an amount not to exceed One Hundred Fourteen Dollars (\$114.00) per student per day in attendance. The Fiscal Agent shall establish billing, payment, and accounting procedures. The ISDs shall not be charged for mandatory expulsion students enrolled in the DCJJAEP, nor shall any ISD be charged for students placed at the DCJJAEP by order of a Dallas County Juvenile Court Judge. The base rate shall be considered the "actual cost" of the DCJJAEP program for students placed in the DCJJAEP pursuant to Texas Education Code Section 37.0081.

12.3 Student Attendance - Dallas County shall keep accurate records of student attendance (at the JJAEP) in accordance with TEA guidelines. The County will sign – off, each month on said accuracy. In the

event that a student fails to attend school at the JJAEP in accordance with state compulsory attendance laws, Dallas County shall provide the student and the student's parents with a warning notice in compliance with Texas Education Code Section 25.095. A copy of such notice shall be provided to the ISD from which the student was expelled. If a student enrolled in the JJAEP fails to attend school without excuse on 10 or more days or parts of days within a six-month period in the same school year, or if a student fails to attend school without excuse on three or more days or parts of days within a four-week period, the ISD from which the student was expelled may file a complaint against the student or the student's parent or both as provided under Texas Education Code Section 25.0951.

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

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

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

12.7 Maintenance of Depository Account - ESC shall establish and maintain a depository account at its regular depository institution for the deposit of funds from the ISDs, such funds representing the respective ISDs' funding obligations to the DCJB for the DCJJAEP as required by Section 37.012 of the Texas Education Code and as further agreed upon by the parties to this Memorandum of Understanding. All

such funds shall be placed in a fully insured depository account, or other insured account as required by law, and any interest accruing from such deposited funds shall be credited to the DCJJAEP to be used for unanticipated or extraordinary expenses of the DCJJAEP and shall not be commingled with the regular operating funds of the ESC. From such funds, ESC shall make payment to the DCJB on behalf of the ISDs for the DCJJAEP as set forth in this Agreement.

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

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

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

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

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

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

SECTION THIRTEEN: TERM OF MEMORANDUM OF UNDERSTANDING

13.1 The initial term of this Memorandum of Understanding shall be for the period from the effective date of this Memorandum of Understanding through July 31, 2018. This Memorandum of Understanding shall be automatically renewed for an additional term of one year on the same terms and conditions, unless one or more of the parties hereto elects to terminate this Memorandum of Understanding by providing written notice to all other parties hereto at least thirty (30) days prior to the expiration of this Memorandum of Understanding, unless terminated sooner. This Memorandum of Understanding may be extended for additional terms of one year upon the mutual consent of the parties evidenced by an extension agreement entered into not later than thirty (30) days prior to the termination date of this Memorandum of Understanding, or any extension hereof.

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

SECTION FOURTEEN: EXPEDITED MAGISTRATE SYSTEM

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

SECTION FIFTEEN: MISCELLANEOUS

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

15.2 Records and Reporting Requirements - Throughout the term of this Memorandum of Understanding, the Parties agree to establish and maintain detailed records regarding the administration and

operation of the ISDs' alternative education programs and DCJJAEP, including information regarding the costs of such programs, including facilities, staffing and administrative expenses.

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

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

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

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

impossible to perform or shall render the terms of this Memorandum of Understanding to be inconsistent with the intent of the parties hereto.

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

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

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

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

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

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

2017 – 2018

Dallas County Juvenile Justice Alternative Education Program (DCJJAEP)

Memorandum of Understanding (MOU)

Attachment A

Procedure for Students Receiving Special Education Services

- I. School districts may only expel a student with disabilities in accordance with the Individuals with Disabilities Education Act (IDEA) provisions and regulations.

DCJJAEP placement may result if:

- A. The expellable behavior is not a manifestation of the student's disability;
- B. The expellable behavior falls within one of the special circumstances recognized by the IDEA (drugs, weapons, or serious bodily injury) and the length of placement in the DCJJAEP does not exceed 45 days; or
- C. The expellable behavior is a manifestation of the student's disability but the parent and the sending school district agree to a change of placement to the JJAEP as part of the modification of the behavior intervention plan. Notwithstanding the foregoing, the parties understand that no child with a disability who receives special education services may be placed in the DCJJAEP for solely educational purposes.

- II. The following procedures shall serve to establish a mechanism whereby DCJJAEP staff can communicate with, and provide input to, the ARD Committee regarding placement and the continuation of special education services to students while at the DCJJAEP.

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

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

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

(a) *General.*

- (1) Except as provided in § 300.324(d)(2) (regarding children with disabilities in adult prisons), the State must have in effect policies and procedures to ensure that public agencies in the State meet the LRE requirements of this section and §§ 300.115 through 300.120.
- (2) Each public agency must ensure that-
 - (i) To maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled; and
 - (ii) Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be

2017 – 2018
Dallas County Juvenile Justice Alternative Education Program (DCJJAEP)
Memorandum of Understanding (MOU)
Attachment A
Procedure for Students Receiving Special Education Services

achieved satisfactorily.

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

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

2017 – 2018
Dallas County Juvenile Justice Alternative Education Program (DCJJAEP)
Memorandum of Understanding (MOU)
Attachment A
Procedure for Students Receiving Special Education Services

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

JUVENILE BOARD ORDER

ORDER NO: 2017 - XXX

DATE: May 22, 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 22nd day of May 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 Justice Alternative Education Program (DCJJAEP), Region 10 Education Service Center (Region 10) and fourteen (14) Independent School Districts (ISD's) agree that the goals in the Memorandum of Understanding (MOU) are: (a) to establish consistency, predictability, and appropriateness of curriculum options and student placement following expulsion from school; (b) to return students to the school setting when appropriate; (c) to impress upon youth that there are progressive sanctions for misconduct in the public school setting; (d) to provide educational options for the juvenile courts, consistent with the progressive sanctions in the juvenile justice system where appropriate; (e) and to comply with the requirement of Chapter 37 of the Texas Education Code. The purpose of this brief is to request the Juvenile Board to approve the Juvenile Justice Alternative Education Program (JJAEP) MOU with Region 10 and fourteen (14) ISD's for the 2017-2018 school year; and

WHEREAS, this Memorandum of Understanding is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 and Texas Education Code, Chapter 37. The Parties to this MOU are the Juvenile Justice Alternative Education Program (JJAEP), Region 10 Education Service Center, and the fourteen (14) Independent School Districts: Carrollton-Farmers Branch Independent School District, Cedar Hill Independent School District, Coppell Independent School District, Dallas Independent School District, DeSoto Independent School District, Duncanville Independent School District, Garland Independent School District, Grand Prairie Independent School District, Highland Park Independent School District, Irving Independent School District, Lancaster Independent School District, Mesquite Independent School District, Richardson Independent School District, and Sunnyvale Independent School District (hereinafter referred to collectively as the "ISDs").

Changes to the MOU are as follows:

- New language – page 6 (adding *designee, the Deputy Director of Education*)
- New language – page 15 (changing the word *membership* to the word *administrative*)
- Change in dates – page 18 (*July 31, 2018*)
- No changes or updates to the content of **Attachment A–Procedures for Students Receiving Special Education Services**; 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 assisting with academic growth; and

WHEREAS, this information has been approved by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor; and

WHEREAS, the JJAEP MOU with Region 10 and 14 ISD's has no direct fiscal impact; and

WHEREAS, the performance measures are to ensure compliance of the goals as outlined in the MOU; and

WHEREAS, the goals in the MOU will be implemented during the 2017-2018 school year and updated annually as state and federal laws mandate; and

WHEREAS, it is recommended the Dallas County Juvenile Board approve the JJAEP Memorandum of Understanding with Region 10 Education Service Center and fourteen (14) ISD's for the 2017-2018 school year.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the JJAEP Memorandum of Understanding with Region 10 Education Service Center and fourteen (14) ISD's for the 2017-2018 school year.

DONE IN OPEN BOARD MEETING this 22nd day of May, 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

L.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

DATE: May 22, 2017

TO: Dallas County Juvenile Board

FROM: Dr. Terry S. Smith, Director

SUBJECT: Amended Dates for the 17th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems for June 1-2, 2017

Background:

Due to unforeseen circumstances with the speaker, the previously approved 17th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems (JB Order 2016-111) is rescheduled for June 1-2, 2017.

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

The Juvenile Department is requesting permission to reschedule its 17th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems.

Impact on Operations:

The 2017 workshop is rescheduled for June 1-2, 2017, and will be held at the Henry Wade Juvenile Justice Center. The Juvenile Department's Training Unit will coordinate the logistical arrangements and the Clinical Services staff will determine the content of the conference and the recruitment of speakers. Participants will receive 14 continuing education units (CEUs) for the two day event. CEU hours will apply to the required training hours for Licensed Sex Offender Treatment Providers, Licensed Professional Counselors, Psychologists, Texas Juvenile Justice Department (TJJD) Parole Officers, and Juvenile Probation Officers.

Strategic Plan Compliance

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

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

Legal Impact:

There is no legal impact at this time.

Financial Impact:

The Juvenile Department will charge external workshop attendees a \$280 registration fee for both days and a \$160 registration fee for one day. The early registration fee for one day is \$130 and \$240 for two days. College students will be charged a 2-day conference fee of \$130 and 1-day conference fee of \$100. Group discounts range from \$10 to \$40 depending on the number of individuals in the group and how early they register. Approximately 100 participants are expected to attend, which includes 50 internal Juvenile Department employees who will not be charged a fee to attend. Registration fees will be deposited into the Annual Sex Offender Workshop Project fund - account No. 94022 which has a current balance of \$18,595.81. Any proceeds remaining after expenses will be utilized to pay costs associated with staff development, training, or the purchase of supplies, materials, or equipment for the Department's Training or Clinical Services Units. Expenses include: one speaker at \$1,300 (per training day) at a total of \$2,600 plus travel expenses and per diem according to the county and state codes, \$900 for food and \$1000 for supplies.

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

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to host the Reschedule 17th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems scheduled for June 1-2, 2017, and to charge attendees other than the internal Juvenile Department staff a \$280 registration fee for both days and \$160 registration fee for one day or a discounted rate for early registration as well as group registrations. Group discounts range from \$10 to \$40 depending on the number of individuals in the group and how early they register. It is also recommended that the Dallas County Auditor be authorized to utilize project account No. 94022 for accepting registration fees and paying expenses associated with the conference. Further, it is requested that the Dallas County Juvenile Department be allowed to utilize any funds remaining after payment of all expenses to pay for further staff development and training, or the purchase of supplies, materials or equipment for the department's Training Unit or Clinical Services Units.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: May 22, 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 22th day of May, 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 was briefed on October 24, 2016 (JB Court Order 2016-111), regarding the Juvenile Department's request to conduct its 17th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems on May 4th – 5th ; and

WHEREAS, the 2017 conference is rescheduled for June 1-2, 2017, due to unforeseen circumstances with the speaker, and will be held at the Henry Wade Juvenile Justice Center; and

WHEREAS, attendees other than fifty internal Juvenile Department attendees will be charged a \$280 registration fee for both days and \$160 registration fee for one day, including any discount fees for early registration (\$240 registration fee for both days and \$130 registration fee for one day) and group discounts (ranging from a \$10 to \$40 discount depending on the number of individuals in the group and how early they register); students will be charged a 2-day conference fee of \$130 and 1-day conference fee of \$100; and

WHEREAS, registration fees will be deposited into project account No. 94022 and expenses related to this event will be disbursed from this account; and

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

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the Juvenile Department's request to host the 17th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems re-scheduled for June 1-2, 2017, and authorizes the Dallas County Auditor to utilize project account No. 94022 for accepting registration fees and paying all expenses associated with the conference.

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

DONE IN OPEN BOARD MEETING this 22th day of May, 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: May 22, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Amended Dates for the Professional Services Agreement between Dallas County Juvenile Department and Dr. George Leibowitz – 17th Annual Conference on the Treatment of Youth with Sexual Behavior Problems

Background of Issue:

The Clinical Services Division of the Juvenile Department is a leader in the treatment of juveniles with sexual behavior problems, having delivered training and presentations to professional associations and giving testimony before the State Legislature regarding specialized treatment. To provide quality professional development to our Psychology Division, probation staff, and the community, as well as remaining abreast of the most recent research and developments in the field of juvenile sex offenders, the Department began offering an annual conference on the treatment and supervision of juvenile sex offenders in 1998. These conferences have been attended by approximately 100 or more participants yearly and all costs associated with the conference were covered by registration fees. The 17th Annual Conference on the Treatment of Youth with Sexual Behavior Problems was briefed before the Juvenile Board on October 24, 2016 (JB Court Order 2016-111) and approved for May 4th and 5th, 2017.

The Juvenile Department is requesting approval of the Professional Services Agreement between Dallas County Juvenile Department and Dr. George Leibowitz, to speak at the 17th Annual Conference on the Treatment of Youth with Sexual Behavior Problems.

Due to unforeseen circumstances with the speaker, the previously approved 17th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems is rescheduled for June 1-2, 2017.

Operations Impact:

The 2017 workshop is re-scheduled for June 1 -2, 2017, and will be held at the Henry Wade Juvenile Justice Center. Participants will receive 14 continuing education units (CEUs) for the two day event. CEU hours will apply to the required training hours for Licensed Sex Offender Treatment Providers, Licensed Professional Counselors, Psychologists, Texas Juvenile Justice Department (TJJD) Parole Officers, and Juvenile Probation Officers.

Strategic Plan Compliance:

This request conforms with Dallas County Strategic Plan, Vision 3.1: *Synergize public safety programs and services across the County*; as evidenced by the opportunities for training made available to staff for the treatment of referred youth with sexual behavior problems.

Legal Information:

The Professional Services Agreement between Dallas County Juvenile Department and Dr. George Leibowitz was approved as to form by Administrative Legal Advisor, Ms. Denika Caruthers. The signature of the Chairman of the Juvenile Board is required on the agreement. The Professional Services Agreement is included in this briefing as Attachment One, and a new signed 1295.

Financial Impact / Considerations:

Expenses include \$1,300/day – speaker's fees, and up to \$1,000 – travel (includes airfare reimbursement and rental car reimbursement at the lowest cost; \$100/day – hotel; and \$35/day - food) according to the Dallas County Travel Policy. Funds are to be withdrawn from the Annual Sex Offender Workshop Project fund - account No. 94022, which has a current balance of \$27,000. This information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Recommendation:

It is recommended the Dallas County Juvenile Board approve the Professional Services Agreement between Dallas County Juvenile Department and Dr. George Leibowitz.

Recommended by:



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

CONTRACT AMENDMENT NO. 1

CONTRACT FOR PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

("Dr. George Leibowitz")

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include the change of scheduled conference dates from May 4, 2017 and May 5, 2017 to June 1, 2017 and June 2, 2017.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Juvenile Board is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

The Original Contract is revised to include:

Overview Workshop

Description	Dates	Fees
Two day conference hosting 150 – 200 participants	June 1-2, 2017	\$1,300/day – speaker's fees Up to \$1,000 – travel (includes airfare reimbursement and rental car reimbursement at the lowest cost; \$100/day – hotel; \$35/day - food)

IV. ACCEPTANCES

By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2017

DALLAS COUNTY:

Contractor:

Clay Jenkins
Dallas County Judge

Dr. George Leibowitz, Ph.D., LICSW
Professor, Stony Brook University

RECOMMENDED:

JUVENILE BOARD:

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

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

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

STATE OF TEXAS

§
§
§
§

THE COUNTY OF DALLAS

PROFESSIONAL SERVICES AGREEMENT

Between

Dallas County

And

Dr. George Leibowitz

This Agreement is entered into by and between Dallas County (hereinafter, "County"), acting by and through the Dallas County Juvenile Department, and Dr. George Leibowitz, under authority of Texas Local Government Code § 262.024(a)(4), for certain professional services, as described in the Scope of Services Section below in this Agreement.

Overview Workshop

Description	Dates	Fees
Two day conference hosting 150 – 200 participants	May 4-5, 2017	\$1,300/day – speaker's fees Up to \$1,000 – travel (includes airfare reimbursement and rental car reimbursement at the lowest cost; \$100/day – hotel; \$35/day - food)

Training Participation

Dallas County Juvenile Department agrees to limit participation in the training and consultation to the maximum number of participants listed in the table above.

Training Logistics

All costs and preparations associated with hosting this training will be incurred solely by **Dallas County Juvenile Department**. These costs may include, but are not limited to, the training site room rental, catering, continuing education, long-distance phone calls and audiovisual equipment.

Travel policy:

DR. GEORGE LEIBOWITZ will be reimbursed for all travel expenses incurred via airplane, train and car DR. GEORGE LEIBOWITZ will be responsible for all travel arrangements. Travel expenses will be reimbursed for DR. GEORGE LEIBOWITZ up to \$1,000.00 as outlined in the above workshop overview.

Lodging Policy:

DR. GEORGE LEIBOWITZ will be reimbursed for all lodging expenses incurred. DR. GEORGE LEIBOWITZ will be responsible for all lodging arrangements. Lodging will be reimbursed up to \$100.00 a day.

Payment

All invoices will be submitted to **Dallas County Juvenile Department**. Payment should be made to "Dr. George Leibowitz" and is due within 30 days of the onsite the onsite training and consultation. Billing for the trainers' travel expenses will be invoiced separately. Payments will be made only on those items submitted and appropriately invoiced per Dallas County Policy.

Sovereign Immunity

This Agreement is expressly made subject to County's Sovereign Immunity. Title 5 of the Texas Civil Practices and Remedies Code, and all other defenses applicable to local governmental entities and public officials under federal and state law. Nothing in this Agreement is intended to benefit any third party beneficiary.

INDEMNIFICATION

DALLAS COUNTY, DALLAS COUNTY JUVENILE BOARD, DALLAS COUNTY COMMISSIONERS, ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREINAFTER, "INDEMNITEES") SHALL NOT BE LIABLE TO CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER OR ENTITY WHATSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY, ON OR ABOUT COUNTY PROPERTY, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGE:

(1) CAUSED BY ANY ACT OR OMISSION OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR OF ANY OTHER PERSON ENTERING COUNTY PROPERTY BY EXPRESS OR IMPLIED INVITATION OF CONTRACTOR OR SUBCONTRACTOR; OR (2) OCCASIONED BY OR THROUGH ANY ACT OR OMISSION OF CONTRACTOR OR ITS SUBCONTRACTOR ON COUNTY PROPERTY OR OF ANY OTHER PERSONS WHOMSOEVER; OR (3) ARISING OUT OF THE USE OF COUNTY PROPERTY BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ASSIGNS; OR (4) ARISING OUT OF ANY BREACH OR DEFAULT BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ASSIGNS OF ANY OF THE REQUIREMENTS OR PROVISIONS OF THIS AGREEMENT OR IN THE EXECUTION OR PERFORMANCE OF ITS OBLIGATIONS HEREUNDER; OR (5) OCCASIONED BY OR THROUGH THE USE OF ANY COUNTY PROVIDED UTILITIES, COMPUTERS, SOFTWARE, FIRMWARE, HARDWARE OR ANY VIRUS OR SIMILAR RELATED ITEMS THAT MAY BE CONTRACTED BY CONTRACTOR THROUGH SUCH USE.

CONTRACTOR ASSURES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT, SERVANT, OR EMPLOYEE OF COUNTY. CONTRACTOR AGREES, AND SHALL REQUIRE ALL SUBCONTRACTORS TO AGREE, TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES 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) AND ALL RECOVERABLE INTEREST THEREON, INCURRED BY OR SOUGHT TO BE IMPOSED ON INDEMNITEES BECAUSE OF BODILY INJURY (INCLUDING DEATH) 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: (1) THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM, THE SERVICES UNDER THIS AGREEMENT BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER AND/OR ANY OTHER PERSON OR ENTITY; (2) THE NEGLIGENT ACT OR OMISSION OF CONTRACTOR, SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT; (3) THE CONDITION OF THE PREMISES ON WHICH SAID SERVICES ARE BEING PERFORMED; (4) THE SELECTION, PROVISION, USE OR FAILURE TO USE, BY ANY PERSON OR ENTITY, OF ANY POWER SOURCE, HARDWARE, SOFTWARE, TOOLS, SUPPLIES, MATERIALS, EQUIPMENT OR VEHICLES (WHETHER OWNED OR SUPPLIED BY INDEMNITEES, CONTRACTOR, OR ANY OTHER PERSON OR ENTITY) IN CONNECTION WITH SAID SERVICES; (5) THE PRESENCE ON COUNTY PROPERTY OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, INVITEES, LICENSEES, ASSIGNS OR ANY OTHER PERSON ACTING BY OR ON BEHALF OF CONTRACTOR; (6) THE SERVICES UPON OR ADJACENT TO ALL OR ANY PART OF COUNTY PROPERTY,

WHETHER OR NOT CAUSED BY OR CONTRIBUTED TO BY THE PRESENCE IN OR OPERATION OF ANY FACILITY OR ANY OPERATION, STRUCTURE OR FACILITIES OF COUNTY, OR ANY OTHER PARTY, OR BY NEGLIGENCE OR ALLEGED NEGLIGENCE ON THE PART OF INDEMNITEES OR ANY OF INDEMNITEES' AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES OR LICENSEES; (7) THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT OR ANY FAILURE OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL OF THE REQUIREMENTS AND PROVISIONS; (8) OCCASSIONED THROUGH THE LOSS OF FUNDS OR RIGHTS TO RECEIVE ANY SUM OF MONEY IN ANY FORM OR MEDIUM ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT; AND (9) OCCASSIONED BY ANY CIVIL OR CRIMINAL ACTIVITY OR PENALTY UNDER STATE OR FEDERAL LAW BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT. IN ADDITION, CONTRACTOR HEREBY COVENANTS AND AGREES THAT IT WILL HOLD INDEMNITEES HARMLESS FOR ALL PERSONAL PROPERTY OF CONTRACTOR, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, AGENTS, GUESTS, CONSULTANTS, SUBCONTRACTORS, LICENSEES, SUBLICENSEES, INVITEES OR OTHER PARTY HAVING ANY PERSONAL PROPERTY ON COUNTY PREMISES IN RELATION TO THE CONTRACTOR'S USE OF THE AREA. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS SOLE COST AND EXPENSE (AT THE ELECTION OF COUNTY), AGAINST ANY CLAIM, DEMAND, ACTION OR SUIT FOR WHICH INDEMNIFICATION IS PROVIDED HEREUNDER. APPROVAL AND ACCEPTANCE OF CONTRACTOR'S SERVICES BY COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS FOR THE ACCURACY AND COMPETENCY OF THEIR SERVICES; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY THE COUNTY FOR ANY DEFECT, ERROR OR OMISSION IN THE SERVICES PERFORMED BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS IN THIS REGARD. CONTRACTOR SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS OR OMISSIONS.

WITHOUT IN ANY WAY LIMITING OR RESTRICTING THE INDEMNIFICATION AND DEFENSE AGREEMENTS STATED ABOVE, CONTRACTOR AGREES THAT IT IS THE INTENTION OF THE PARTIES HERETO THAT CONTRACTOR, ITS CONTRACTORS AND SUBCONTRACTORS, AND THEIR INSURERS BEAR THE ENTIRE RISK OF LOSS OR INJURY TO ANY OF CONTRACTOR'S EMPLOYEES, "BORROWED SERVANTS," INDEPENDENT CONTRACTORS, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, VENDORS, MATERIALMEN, OR ANY OTHER PERSON PRESENT ON THE PROPERTY OR PERFORMING ANY OTHER

ACT OR SERVICE ON CONTRACTOR'S BEHALF OR AT ITS REQUEST, WHETHER OR NOT ANY SUCH LOSS OR INJURY IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE OR FAULT OF INDEMNITEES, AND WITHOUT SEEKING ANY CONTRIBUTION THEREFOR FROM INDEMNITEES OR ITS INSURERS.

THESE PROVISIONS SHALL APPLY, WHETHER OR NOT ANY SUCH INJURY OR DAMAGE HAS BEEN, OR IS ALLEGED TO HAVE BEEN, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF INDEMNITEES, OR ON ANY OTHER THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INTENTIONAL WRONGDOING, STRICT PRODUCTS LIABILITY, OR THE BREACH OF A NON-DELEGATABLE DUTY.

THESE PROVISIONS SHALL SURVIVE TERMINATION, EXPIRATION OR CANCELLATION OF THIS AGREEMENT OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION HEREOF IS VOID, VOIDABLE, INVALID OR UNENFORCEABLE.

Insurance

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

1. The following minimum insurance coverage is required:

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

within the bid specifications.

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from County.

- (b) Commercial Automotive Liability Insurance. Prior to using or causing to be used a motor vehicle other than a vehicle for hire (cab), Contractor shall furnish to the County a certificate showing commercial automotive liability insurance covering all owned, hired, and non-owned vehicles (excluding cabs) used in connection with the services performed under this Agreement, with the minimum limits of One Hundred Thousand and 00/100 Dollars (\$100,000.00) each person and Three Hundred Thousand and 00/100 Dollars (\$300,000.00) each accident for bodily injury and One Hundred Thousand and 00/100 Dollars (\$100,000.00) each occurrence for property damage or a combined single limit for bodily injury and property damage liability in a minimum amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00).

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from County.

- (c) Professional Liability: Errors or Omissions Insurance. Contractor shall indemnify County for damages resulting from the failure to use due care and professional skill in rendering professional services to clients, which shall insure against defects, errors, or omissions, and shall secure, pay for, and maintain in full force and effect during the term of this Agreement and any subsequent extensions hereto and thereafter for an additional five (5) years from the effective date of cancellation, termination, or expiration of this Agreement or any subsequent extensions hereto, sufficient errors and omissions insurance in a minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) single limit with certificates of insurance evidencing such coverage to be provided to County.
2. Contractor agrees that, with respect to the above-referenced insurance, all insurance contracts will contain the following required provisions:
- (a) Name Dallas County, its elected officials, appointed officials, officers, directors, employees, agents, representatives, and volunteers as additional insureds (as the interest of each insured may appear) as to all applicable coverage.
 - (b) Provide for thirty (30) days prior written notice to the County for cancellation, non-renewal or material change, or ten (10) days for non-payment of premium.
 - (c) Provide that the inclusion of one or more persons, corporations, organizations, firms or entities as insureds under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.
 - (d) Provide that this policy shall protect each person, corporation, organization, firm or entity in the same as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company's limits of liability as set forth elsewhere in the policy.

- (e) Provide for an endorsement that the other insurance clause shall not apply to the County where the County is an additional insured on the policy.
 - (f) Provide for notice to the County at the address shown below by registered mail.
 - (g) Each applicable policy of insurance shall contain a waiver of subrogation if required above under subsection 1, and Contractor agrees to waive subrogation against County, its elected officials, appointed officials, officers, directors, employees, agents, representatives, and volunteers for injuries, including death, property damage, or any other loss.
- 3. Contractor shall be solely responsible for all cost of any insurance as required here, any and all deductible amount, which in no event shall exceed ten percent (10%) of the amount insured and in the event that an insurance company should deny coverage.
 - 4. It is the intent of these requirements and provisions that insurance covers all cost and expense so that the County will not sustain any expense, cost, liability or financial risk as a result of the performance of services under this Agreement.
 - 5. Except as otherwise expressly specified, Contractor shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against County, whether by way of subrogation or otherwise.
 - 6. Insurance certificates. The certificates of insurance shall list Dallas County as the certificate holder.

Any and all copies of Certificates of Insurance shall reference the RFP number for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Dallas County Purchasing Agent located at the Dallas County Records Building, 509 Main Street, 6th Floor, Suite 623, Dallas, Texas 75202 within ten (10) days of execution and/or renewal of this Agreement and upon renewals and/or material changes of such policies, but not less than fifteen (15) days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Agreement subject to immediate termination at County's sole discretion.

- 7. All insurance coverage shall be on a per claim/occurrence basis unless specifically approved in writing and executed by the Dallas County Purchasing Agent and Risk Manager.
- 8. All insurance required to be carried by Contractor and/or subcontractors under this Agreement shall be acceptable to County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance shall not relieve or decrease the liability of the Contractor.

9. Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor from liability.
10. Minimum insurance is a condition precedent to any work performed under this Agreement and for the entire term of this Agreement, including any renewals or extensions. In addition to any and all other remedies County may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right:
 - A. to order Contractor to stop work hereunder which shall not constitute a Suspension of Work;
 - B. to withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance;
 - C. to, at its sole discretion, declare a material breach of this Agreement, which, at County's discretion, may result in:
 - (1) termination of this Agreement;
 - (2) demand on any bond, as applicable;
 - (3) the right of County to complete this Agreement by contracting with the "next low proposal." Contractor will be fully liable for the difference between the original contract price and the actual price paid, which amount is payable to County by Contractor on demand; or
 - (4) any combination of the above.
 - D. to any combination of the above.
11. Contractor shall advise County in writing within twenty-four (24) hours of any claim or demand against County or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement.
12. Acceptance of the services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the services performed by Contractor, its employees, subcontractors, and agents.
13. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under

this Agreement.

14. Contractor shall provide that all provisions of this Agreement concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.
15. It is agreed that County shall deem Contractor's insurance primary with respect to any insurance or self-insurance carried for liability arising out of operations under this Agreement.
16. Contractor shall notify County in the event of any change in coverage and shall give such notices not less than thirty (30) days prior to the change, which notice must be accompanied by a replacement certificate of insurance.
17. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
18. The provisions of this Section shall survive termination or expiration of this Agreement or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

Governing Law and Venue

The validity and interpretation of this Agreement, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and, if any provision of this Agreement is held to be invalid, void, voidable or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. This Agreement is performable and enforceable in Dallas County, Texas where the principal office of County is located and the state courts of Dallas County shall be the sole and exclusive venue for and litigation, special proceeding, or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

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

Training Agreement Between the Dallas County Juvenile Department and Dr. George Leibowitz

Page 10 of 10

County Division/Department that receives federal funds). The Juvenile Department Title VI Assurances are attached to this agreement (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).

Dallas County Juvenile Department acknowledges, understands, and agrees that **Dr. George Leibowitz** training seeks to assist therapists in understanding the treatment of youth with sexual behavior problems.

DALLAS COUNTY JUVENILE BOARD

BY: Judge Cheryl Shannon, Chairman

Dallas County Juvenile Board



BY: George Leibowitz, Ph.D., LICSW
Professor
Stony Brook University

RECOMMENDED:

BY: Dr. Terry S. Smith, Director

Dallas County Juvenile Department

APPROVED AS TO FORM:

By: _____
Denika R. Caruthers, J.D.

Administrative Legal Advisor

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

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

George S Leibowitz
Shelburne, VT United States

Certificate Number:
2017-203459

Date Filed:
05/06/2017

Date Acknowledged:

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-30
Speaker at a Conference

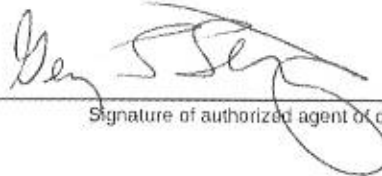
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

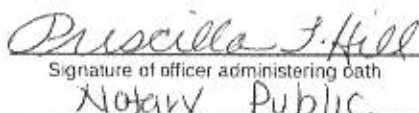
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.


Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said George Leibowitz this the 6th day of May, 2017, to certify which, witness my hand and seal of office.

VTDL XX 9705 exp- 05/21/19


Signature of officer administering oath
Notary Public

Priscilla Hill
Printed name of officer administering oath

Notary Public
Title of officer administering oath

State of VT

my comm exp: 2/10/2019



JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: May 22, 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 22th day of May 22, 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 was briefed on the Dallas County Juvenile Department's request to re-approve the Professional Services Agreement between the Dallas County Juvenile Department and Dr. George Leibowitz, to speak at the 17th Annual Conference on the Treatment of Youth with Sexual Behavior Problems on June 1st and 2nd, 2017, unforeseen circumstances required the conference to be rescheduled; and

WHEREAS, the Professional Services Agreement allows for Dr. Leibowitz to speak at the 17th Annual Conference on the Treatment of Youth with Sexual Behavior Problems; and

WHEREAS, the 17th Annual Conference on the Treatment of Youth with Sexual Behavior Problems is a two-day conference with an estimated 100 participants which was originally briefed and approved by the Juvenile Board on October 24, 2016, JB Order 2016—111;

WHEREAS, the fees will include: \$1,300/day – speaker's fees, and up to \$1,000 – travel (includes airfare reimbursement and rental car reimbursement at the lowest cost; \$100/day – hotel; and \$35/day - food) according to the Dallas County Travel Policy. Funds are to be withdrawn from the Annual Sex Offender Workshop Project fund - account No. 94022, which has a current balance of \$27,000; and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the Juvenile Department's request to host the 17th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems re-scheduled for June 1-2, 2017, and authorizes the Dallas County Auditor to utilize project account No. 94022 for accepting registration fees and paying all expenses associated with the conference.

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

DONE IN OPEN BOARD MEETING this 22th day of May, 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

N.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: May 22, 2017

To: Dallas County Juvenile Board

From: Dr. Terry S. Smith, Director

Subject: Recidivism and Juvenile Justice Youth: A Study on the Factors Correlating with Recidivism Rates and Juveniles in Detention and on Probation – University of Texas at Arlington

Background of Issue:

Dallas County Juvenile Department is constantly searching for ways to review and improve strategies and techniques. As such, on April 20, 2017, the Research Review Committee consulted with, and reviewed the proposal submitted by, Ms. Whitney Loren Hunt, a graduate student at the University of Texas at Arlington, called "Recidivism and Juvenile Justice Youth: A Study on the Factors Correlating with Recidivism Rates and Juveniles in Detention and on Probation". The reviewing committee members are: Christian Yost, Research Manager, Dr. John Pita, Chief Psychologist, Mr. Rudy Acosta, Deputy of Probation Services, Mrs. Leslie Gipson, Deputy of Administrative-Executive Services, and Ms. Carmen Williams, Budget Services Manager. It was then forwarded to Mr. Bill Edwards and Dr. Terry Smith on April 26, 2017 for approval. The primary goal of this study is to analyze key factors and determine what, if any, predictors are related to repeat referrals. The study seeks to assist in examining intervention strategies that can be tailored to: reduce the risk of recidivism of juvenile offenders in Dallas County; prevent future crime and entry into the adult criminal justice system; and increase public safety. The purpose of this brief is to request approval to participate in the study called "Recidivism and Juvenile Justice Youth: A study on the Factors Correlating with Recidivism Rates and Juveniles in Detention and on Probation".

The study seeks to use secondary data in an attempt to determine predictors of repeat referrals. There will be no direct contact with any youth; all data will be electronically extracted. The secondary data will include juvenile age, gender, race, ethnicity, type of offense, prior offense/record of referrals, length of stay in Detention, prior placements, prior detentions, prior enrollment in programs/services, family type, number of siblings, score of risk assessment instrument, and postal code. The data requested will be for all youth referred to the Dallas County Juvenile Department from January 1, 2015 to December 31, 2015. Subsequent data for youth identified in the January 1, 2015 to December 31, 2015 data will be requested from January 1, 2016 to December 31, 2016.

This proposed study will serve as the preliminary examination of what factors may contribute to juvenile re-offending in Dallas County. The Dallas County Juvenile Department will take the results of this initial study to then craft and perform further analyses of the issue in hopes of ultimately identifying ways to reduce the amount of contact youth have with the Juvenile Justice System.

Impact on Operations and Maintenance:

The answers to these questions will provide clarity to the Department's vision and goals:

- What factors correlate with recidivism?
- What intervention strategies can be tailored to address factors that are found to correlate with repeat referrals to the Juvenile Justice System?

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 Research Agreement, executive research guidelines and Internal Review Board (IRB) Approval Inquiry have been reviewed by Administrative Legal Advisor Ms. Caruthers and approved as to form.

Financial Impact/Considerations:

There is no financial impact to the County.

Performance Impact Measures:

The Study on the Factors Correlating with Recidivism Rates and Juveniles in Detention and on Probation will reduce recidivism for youth under juvenile supervision by assisting the Juvenile Department in its effort to recognize key factors of recidivism and implementation of interventions to diminish re-offending.

Project Schedule/Implementation:

The study will begin when Juvenile Board approval is received.

Recommendation:

It is recommended the Dallas County Juvenile Board approve participation in the study called "Recidivism and Juvenile Justice Youth: A Study on the Factors Correlating with Recidivism Rates and Juveniles in Detention and on Probation".

Recommended by:



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



December 15, 2016

Whitney Loren Hunt
Dr. Jaya B. Davis
Criminology and Criminal Justice
University of Texas at Arlington

IRB Approval Inquiry

Whitney Loren Hunt,

Thank you for contacting the Office of Research Administration; Regulatory Services regarding a project for your thesis. This project will receive deidentified secondary data from the Dallas County Juvenile Department related to juvenile delinquency. Upon reviewing the procedures involved with the study, it appears they would not meet the definition of, "research with human subjects" as defined by the Office for Human Research Protections (OHRP) and would therefore not be subject to review or approval by the Institutional Review Board (IRB) at UT Arlington. OHRP defines research as:

- A systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. A human subject in research is defined as, "A living individual about whom an investigator conducting research obtains data through intervention or interaction with the individual, or identifiable private information."

From the description of procedures provided, it appears that the existing dataset to be used for your analysis from the Dallas County Juvenile Department will not be identifiable to any specific individual person(s). Since you will not be intervening nor interacting with any human subjects due to the exclusive use of pre-existing data, and the dataset itself contains no identifiable private information about specific individuals, your study does not meet the above definition and is not subject to IRB review.

Please note that although IRB review is not required for this study, there may be other institutional requirements such as Data Use Agreements that pertain to this existing dataset. Please contact Dan Vincenzo, UT Arlington's Agreements Manager, at vincenzo@uta.edu for assistance in processing legal agreements pertaining to the transfer of data between institutions.

Included is the link for decision charts provided from OHRP from which this determination is made for your reference. If the procedures that have been outlined and provided to the Regulatory Services office change such that IRB approval might be necessary or you have any questions regarding this determination please do not hesitate to contact Regulatory Services at regulatoryservices@uta.edu or 817-272-3723.

OHRP reference: <http://www.hhs.gov/ohrp/policy/checklists/decisioncharts.html>

Executive Summary

Proposal: *Recidivism and Juvenile Justice Youth: A Study on the Factors Correlating with Recidivism Rates and Juveniles in Detention and on Probation*

Study Personnel: Whitney Hunt, Graduate Master's Student, University of Texas at Arlington, primary researcher who will be directly overseen by the following: Dr. Anne Nordberg, Assistant Professor, School of Social Work, University of Texas at Arlington; Dr. Jaya Davis, Associate Professor, Department of Criminology and Criminal Justice, University of Texas at Arlington; Dr. Eusebius Small, Assistant Professor, School of Social Work, University of Texas at Arlington; and Dr. Vijayan Pillai, Professor, School of Social Work, University of Texas at Arlington.

The objective and purpose of this proposal is to request permission to conduct a research study to identify what, if any factors, correlate with repeat referrals for juveniles in Dallas County, Texas. Data from youth referred to the Dallas County Juvenile Department January 1, 2015, to December 31, 2015, is requested. Specifically, the following data is requested in order to determine if any of these factors correlate with repeat referrals: age, gender, race, ethnicity, type of offense, prior offense/record of referrals, length of stay, prior placements, prior detention, prior enrollment in programs/services, family type, number of siblings, score of risk assessment instrument, and postal code.

Since no identifying information is requested, subject protection is maintained by not requesting identifying information or data in aggregate form. Additionally, since no direct contact with any participants is requested, no informed consent or assent is required. All electronic data will be maintained and kept confidential on an external hard drive under password protection. When not actively in use, the password-protected hard drive will be stored in a locked filing cabinet. Any and all hard copies of data will be stored in a locked filing cabinet in the locked offices of Dr. Jaya Davis and/or Dr. Anne Nordberg at the University of Texas at Arlington. The data will be analyzed using statistical analysis software to determine what, if any correlation, may exist between the factors requested and recidivism rates of Dallas County youth.

There are many perceived potential benefits to this study to include: reduction of recidivism rates of Dallas County youth, increased public safety, prevention of future crime and entry into adult criminal justice system of Dallas County juveniles, and economic benefits. Additionally, future harm to Dallas County juveniles can be reduced by implementing programming targeted at reducing, and potentially eliminating, the effects of certain factors, setting the youth up for future success and decreasing their risk of committing a future crime. Dallas County staff can also benefit be a decrease in overall juvenile population as well as staff-to-juvenile ratios. Training for staff can be tailored to address the factors identified, making the working relationship between the staff and juvenile more positive and productive.

Recidivism and Juvenile Justice Youth: A Study on the Factors Correlating with Recidivism Rates and Juveniles in Detention and on Probation

Attention

Dallas County Juvenile Department

Objective

The objective of this proposal is to request permission to conduct a research study regarding factors that correlate with repeat referrals for juveniles in Dallas County, Texas.

Study Participants

The study seeks to look at secondary data from youth referred to the Dallas County Juvenile Department, between January 1, 2015, to December 31, 2015.

Purpose of Study

The purpose of the study is to identify what, if any, factors are correlated with repeat referrals of juveniles in Dallas County, Texas. Specifically, this study seeks to determine what, if any, relationship exists between youth held in detention and youth placed on probation and the outcomes on recidivism rates.

Potential Benefits

Reduction of recidivism. The study seeks to identify the factors correlated with repeat referrals of Dallas County juvenile offenders. According to the National Institute for Justice, re-arrest rates for juvenile delinquents are as high as 80% within three years of release from facilities. The Justice Policy Institute further noted that 70% of youth held in secure detention centers were arrested or returned to secure detention within one year of release. If these factors are able to be identified, it is possible that intervention strategies can be tailored to reduce the risk of recidivism of juvenile delinquents in Dallas County.

Benefit to juveniles at Henry Wade Juvenile Detention Facility. This study seeks to identify the factors that correlate with recidivism for juveniles in Dallas County. Future harm to the youth can be reduced both in and out of the detention facility if these factors are known; programing targeted at reducing, and potentially eliminating, the effects of certain factors can set the youth up for future success and decrease their risk of committing a future crime.

Benefit to Dallas County staff. Through the identification of factors correlated with recidivism, it is hoped that the juvenile population in detention is reduced, which will benefit staffing for Dallas County Juvenile Department. Additionally, staff will directly benefit by having fewer youth to supervise with a smaller ratio of staff to detained youth. The identification of said factors can also affect and improve training for staff: staff can be trained on specific predictors and factors that correlate with recidivism rates. This training can be tailored so that staff can more positively and productively work with youth in their care.

Public safety. Through the identification of factors influencing repeat referrals, public safety is increased by reduction of victimization of Dallas County residents.

Prevention of future crime and entry into adult criminal justice system. In a report submitted to the U.S. Department of Justice by the National Criminal Justice Reference Services, research indicated that the more contact a juvenile had with the juvenile justice system, the more likely the juvenile was to continue to re-offend and become an adult offender. Identifying the factors related to recidivism can help lead to reducing the amount of contact a juvenile has with the juvenile justice system, decreasing the probability that they will become an adult offender.

Economic benefits. It is estimated by Dallas County that the average cost for detaining a youth at the Henry Wade Juvenile Justice Center is approximately \$115.00 per day with an average stay of youth of 23 days of detention. If the recidivism factors of Dallas County youth can be

identified, it is possible that these factors may be addressed, thereby reducing contact with Dallas County Juvenile Department, saving the county money.

Data Requested

This study seeks to use secondary data in an attempt to determine predictors of repeat referrals; no direct contact with any youth is requested. The following data is requested in order to determine if any of these factors correlate with repeat referrals: age, gender, race, ethnicity, type of offense, prior offense/record of referrals, length of stay, prior placements, prior detentions, prior enrollment in programs/services, family type, number of siblings, score of risk assessment instrument, and postal code. This data is requested for all youth referred to Dallas County Juvenile Department from January 1, 2015, to December 31, 2015.

Subsequent data for the youth identified above is requested from January 1, 2016, to December 31, 2016.

Subject Protection

No identifying information is requested. Subject protection is maintained by not requesting identifying information or data in aggregate form.

Informed Consent

No direct contact with any participants is requested, therefore no informed consent or assent is required.

Data Management, Methodology, and Analysis

All electronic data will be maintained and kept confidential on an external hard drive under password protection. When not actively in use, the password-protected hard drive will be stored in a locked filing cabinet. Any and all hard copies of data will be stored in a locked filing cabinet in the locked offices of Dr. Jaya Davis and/or Dr. Anne Nordberg at the University of Texas at Arlington.

The data will be analyzed using statistical analysis software to determine what, if any correlation, may exist between the factors requested and recidivism rates of Dallas County youth. Specifically, the study seeks to determine what, if any, difference in recidivism may be present based on the length of stay of a juvenile in detention, controlling for other factors that may impact recidivism as previously listed.

Study Personnel

The study will be primarily conducted by Whitney Hunt, dual master's degree student with the School of Social Work and the Department of Criminology and Criminal Justice at the University of Texas at Arlington, as part of her graduate thesis work. Whitney will be overseen by the following professors and thesis committee members:

- Dr. Anne Nordberg, Assistant Professor, School of Social Work, University of Texas at Arlington
- Dr. Jaya Davis, Associate Professor, Department of Criminology and Criminal Justice, University of Texas at Arlington
- Dr. Eusebius Small, Assistant Professor, School of Social Work, University of Texas at Arlington
- Dr. Vijayan Pillai, Professor, School of Social Work, University of Texas at Arlington



Research and Analytical Testing System (RATS)-Questionnaire

Dallas County Juvenile Department submits the questionnaire information to the Texas Juvenile Justice Department's Research and Analytical Testing System (RATS). RATS is designed to gather information on research projects being conducted on or with children under the jurisdiction of juvenile probation departments around the state. The reporting of this information is required under Chapter 141 of the Human Resources Code, Section 141.0486.

RESEARCH INFORMATION:

Principal Researcher Name: Whitney L. Hunt

Enter the first and last name of the person primarily responsible for the research being conducted by or in your department. Although there may be more than one person conducting research, enter only the primary or lead researcher.

Title of Principal Researcher: Graduate Master's Student, Department of Criminology and Criminal Justice, University of Texas at Arlington

Enter the title of the principal (lead) researcher. For researchers working through a university, please include the university department as well as the person's title. Example: Professor, Dept of Sociology

Research Project Name: Recidivism and Juvenile Justice Youth: A Study on the Factors Correlating with Recidivism Rates and Juveniles in Detention and on Probation

Enter the official name of the project. If an Institutional Review Board (IRB) has approved the project, this name should match title of the project approved by the Board

Sponsoring Entity: The University of Texas at Arlington

Enter the name of the entity responsible for the research. This may or may not be the entity funding the project. For instance, if a university has received federal funding to conduct a project involving juvenile offenders, the sponsoring entity for the project would be the university, not the federal government

Type of Study:

<input type="checkbox"/> Medical	<input type="checkbox"/> Pharmaceutical
<input type="checkbox"/> Psychological	<input checked="" type="checkbox"/> Social
<input type="checkbox"/> Other: _____	

Select the one most appropriate type of study. If you choose "other" please specify the type of study in the box provided.

Number of Juveniles involved in the study: Approximately 3,000. The study seeks data from youth referred to Dallas County Juvenile Department from January 1, 2015, to December 31, 2015.

Enter the number of juveniles involved in the study. "Involved" means those individuals that are participants in or subjects of the study.

Location of Juvenile involved:

<input checked="" type="checkbox"/> Detention	<input type="checkbox"/> Non-secure Placement
<input type="checkbox"/> JJAEP	<input type="checkbox"/> Secure Placement
<input checked="" type="checkbox"/> Probation Department	
<input type="checkbox"/> Other: _____	

Indicate all of the locations where juveniles involved with the study will participate. If you choose "other" please specify the location in the box provided.

Type of Contact:

- ☐ Direct Contact with Juveniles by Researcher
- ☐ Direct Contact with Juveniles by Officers/Staff
- ☒ Collection of Juvenile Data Records

Indicate all the types of contact that will occur with the juveniles. Direct contact is face to face or other physical contact and includes the observation of participating juveniles. Contact may be made by the researcher and/or department staff assisting the researcher. If staff are involved in the collection of information for the researcher, select the "direct contact with juveniles by staff". (For instance, if staff are administering a survey to juveniles under their supervision.) If the research project involves gathering data from the paper files of the juvenile and/or gathering electronic data, select "collection of juvenile data records".

IRB Number: Please see attached letter.

All research projects which involve direct contact with juveniles or the collection of juvenile data records should have been approved by an Institutional Review Board (IRB). Approval by an IRB ensures that the methodology of the research project provides adequate protections for the health and safety and / or confidentiality of the study participants. The IRB number can be found on the IRB approval form. The number may be on the approval form as the "protocol number".

IRB Approving Entity: The University of Texas at Arlington

Enter the name of the Entity approving the IRB. For university Institutional Review Boards please enter the name of the university as well as the department or office where the Board is housed. Example: University of North, Office of Research Compliance.

PROJECT DATES April 1, 2017, to December 16, 2017

Enter the scheduled or planned date. If any of the dates' changes, the date may be revised to indicate the most current information available on the project's schedule.

Project Begin Date: April 1, 2017

Enter the date the project is scheduled to begin.

Data Collection Begin Date: Data from January 1, 2015,

Enter the date data collection is scheduled to begin.

Data Collection End Date: To December 31, 2016

Enter the date data collection is scheduled to end.

Project Completion Date: December 16, 2017

Enter the date the project will be completed. Complete means that all data collection, analysis and reporting have been finished.

Office use only:

Received by: _____

Date: _____

Dallas County Juvenile Department Research Agreement

THIS IS AN AGREEMENT between Dallas County Juvenile Department, hereinafter called the "**Department**", and The University of Texas at Arlington (sometimes "University"); a State Institution of Higher Education established under the law of the State of Texas as an institution of The University of Texas System ("System"), having faculty members **Anne Nordberg**, Ph.D., MSW, Assistant Professor, School of Social work, and **Jaya B. Davis**, Ph.D., Associate Professor, Department of Criminology and Criminal Justice, advising a University student pursuing two Master's degrees and writing a thesis for publication, **Whitney L. Hunt** (sometimes "Student"), each of Nordberg, Davis, and Hunt individuals hereinafter sometimes called a "Researcher".

WHEREAS, the Researcher Hunt has submitted a written request and research proposal to the Department dated March 31, 2017, a copy of which is attached hereto and incorporated by reference as part of this Agreement, and

WHEREAS, the Department has determined that the Researcher Hunt's written request and research proposal clearly specifies the information and/or data sought and the research, evaluative, or statistical purposes for which the information and/or data will be used; and

In agreement with Texas Family Code Section 58.0072 [(d)(2)] relating to Texas Juvenile Probation Commission release of data, WHEREAS, the Researcher is a person or entity *[governmental entity]* authorized in Texas Family Code Section 58.0072 [(d)(2)] which may be granted access to juvenile justice information for research and statistical purposes *[by agreement]*;

The Department, University, and Researcher, as applicable make the following agreements:

I. Purpose.

The purpose of this Agreement is to delineate the terms and conditions of an authorized disclosure of confidential juvenile justice information collected by Dallas County Juvenile Department

II. Confidentiality.

Researcher hereby shall acknowledge the confidential nature of the information disclosed (sometimes "Confidential Information") and shall agree to hold and comply with each and every

applicable restriction and obligation set forth herein. It is further acknowledged and agreed that the disclosure of information by the Department does not constitute a waiver of any applicable provisions or exceptions to disclosure under Chapter 58 of the Texas Family Code or Chapter 552 of the Government Code, the Public Information Act.

III.A Scope of Department's Release

The Department will supply the following items of information and/or data to the Researcher:

3.a.1 This study seeks to use secondary data in an attempt to determine predictors of repeat referrals; no direct contact with any youth is requested. The following data is requested in order to determine if any of these factors correlate with repeat referrals: age, gender, race, ethnicity, type of offense, prior offense/record of referrals, length of stay, prior placements, prior enrollment in programs/services, family type, number of siblings, score of risk assessment instrument, and postal code. Department commits not to release data other than that listed above and not to release identifying data about youth requested.

3.a.2 This data is requested for all youth referred to the Dallas County Juvenile Department from January 1, 2015, to December 31, 2015.

3.a.3 Subsequent data for the youth identified above is requested from January 1, 2016, to December 31, 2016.

III.B Direct contact with research subjects Direct contact research will include the following:

3.b.1 No direct contact is requested.

IV. Researcher Statement of Data Security

The Researcher shall provide to the Department in a separate written statement the administrative and physical precautions that will be taken to securely protect any data deemed confidential pursuant to this Agreement and/or statutory law. The Researcher's Statement of Data Security, is attached hereto and incorporated by reference as part of this Agreement.

V.
Obligations and General Responsibilities of Researcher

5.3. The Researcher shall:

- 5.3.1. Use the information and/or data provided only for the research, evaluative or statistical purposes described in the Researcher's written request and research proposal incorporated herein by reference as part of this Agreement;
- 5.3.2. Limit access to the information and/or data to the Researcher and those of the Researcher's employees or associates whose responsibilities cannot be accomplished without such access;
- 5.3.3. Replace any and all identifying information inadvertently supplied of any record subject with an alphanumeric or other appropriate code;
- 5.3.4. Immediately notify the Department of any material changes in the purposes or objectives of its proposed research or in the manner in which the information and/or data will be used;
- 5.3.5. Prohibit the disclosure of data in any form which identifies an individual, if applicable; and
- 5.3.6. Prohibit the disclosure, access, distribution, review, copying or duplication of information or data provided other than for the stated research, evaluative, or statistical purpose;
- 5.3.7. Secure a written agreement if an as applicable that contains a provision that restricts removal and portability of information and/or data by a student, faculty member, employee or associate after his or her affiliation, association or employment with an authorized entity, college or university has ended;
- 5.3.8. Provide a draft copy of the research report, article or publication prior to dissemination and subject to Section VI; and
- 5.3.9. Return or destroy (at University and Researcher option) any and all data files when the stated research, evaluative, or statistical purpose has been completed upon Department written request and within ten (10) business days. In the even the

return or destruction of some of all Department data is not immediately feasible, data not returned or destroyed pursuant to this section shall be protected until return or destruction is done.

5.4 The Researcher shall not:

5.4.1 Disclose any of the information and/or data in a form which is identifiable to an individual in any project report or in any other manner whatsoever; and

5.4.2 Make copies of any of the information and or data provided other than that necessary for research, evaluative, or statistical purposes or directly or indirectly transfer, disseminate or disclose data files, computer diskettes, physical records or copies of any information to any person, firm, other business or governmental entity for any purpose without the Department's prior written consent;

5.4 In the event the Researcher deems it necessary, for the purposes consistent with this Agreement, to disclose the information and or data to any other person or entity, including but not limited to student researchers, associates, collaborators, and/or subcontractors, the Researcher shall:

5.4.1 Secure the written agreement if and is applicable of any such person or entity to comply with all terms of this Agreement as if they were the Researcher named herein;

5.4.2 Submit such written agreement to the Department with a request for its written review and comment, and mutual consent with University;

5.4.3 Prohibit disclosure any of the information and/or data until the Department has provided such written consent; and

5.4.4 Notify the Department immediately upon discovery of any unauthorized use or disclosure or of any other breach of this agreement by Researcher's associates, collaborators, subcontractors or other persons, and will cooperate with the Department at Department expense to regain possession and/or prevent its further unauthorized use or disclosure.

VI.
Department's Right to Monitor Research Activities

The Researcher shall further agree that the Department shall have the right, at any time, to monitor, audit, and/or review the activities and policies of the Researcher (or any person or entity granted access to information and/or data under Section 5.4, above) in order to assure compliance with this Agreement. The Department shall reserve the right to review Researcher's work, including but not limited to project findings and reports, prior to dissemination or publication, for compliance with confidentiality obligations, as follows:

Department realized that favorable publication of Department data would be of benefit to Department and the public, and consequently does not wish to unduly restrict Student from freely researching and publishing results from Student's research program of Master's thesis in the University library. In order to prevent improper disclosure of Department Confidential Information, prior to placing in the University library, publishing, or otherwise making public Student Master's thesis ("Public Access"), Student will submit any prepublication materials to Department for review and comment at least 10 workable days prior to the planed Public Access. Department shall notify Student and University within 4 days of receipt of such materials whether the materials include an unallowable release of Department's Confidential Information. All data and student theses developed by Student on the Master's thesis will be delivered to Department via secure means, including electronic file transfer. In its response Department shall indicate with specificity Department's claimed Confidential Information and to what manner and degree Department suggests that Student may disclose Department's Confidential Information. If the Parties are unable to come to an agreement regarding disclosure, Recipient shall not allow Public Access to the Master's thesis, including the Confidential Information, for a period of (1) year. Notwithstanding the foregoing, results of research for Student's Master's thesis is not Confidential Information, and University and Student shall have the final authority to determine the scope and content of any publication, provided that such authority shall be exercised with reasonable regard not the publish Confidential Information except as allowed by this Agreement.

VII.
Department's Right to Terminate

In the event a Researcher fails to comply with any material of this Agreement upon written notice and at least sixty (60) days opportunity to cure, the Department shall have the right to take such actions, as it deems appropriate including termination of this Agreement. Department may at its option, without cause and without prejudice to any other remedy to which it may be entitled in law or in equity or elsewhere under this agreement, terminate this agreement, in whole or in

part, by giving 30 calendar days notice thereof to the other party. If termination without cause notice is given, this Agreement shall terminate: (a) at the end of the thirty (30) days; or (b) when all students enrolled in a courses of study under the Agreement, whichever event occurs last. If the Department terminates this Agreement, subject to the foregoing, the Researcher (or any person or entity granted access to the information and/or data) shall return or destroy all information and/or data to the Department including all originals, copies, extracts, or other forms and/or formats. The confidentiality provisions contained herein shall survive upon termination of the Agreement for one (1) year of the term established under applicable law if different.

VIII. Notice

Any notice or certification required or permitted to be delivered under this Contract shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

To COUNTY:

Dallas County Juvenile Department
Attn: Ms. Leslie Gipson
Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5
Dallas, TX 75212

To STUDENT:

Whitney Hunt
Graduate Master's Student, Department of Criminology and Criminal Justice
University of Texas at Arlington
University Hall, Room 362
Arlington, Texas 76019

Copy:

Anne Nordberg, PhD, MSW
Assistant Professor, School of Social Work
The University of Texas at Arlington
211 S. Cooper Street
Arlington, Texas 76019-0129

The University of Texas at Arlington
Jeremy Forsberg
Assistant Vice President for Research
The University of Texas at Arlington
701 S. Nedderman Dr., Box 19145
Arlington, Texas 76019-0145
Email: ogcs@uta.edu

**IX.
No Warranty**

The Department makes no representations or warranties, express or implied, as to the accuracy and completeness of the information disclosed. Researcher acknowledges and agrees that subject to applicable law the Department shall not be responsible for Researcher reliance on the information and/or data provided.

**X.
Indemnification**

University shall, to the extent authorized under the Constitution and laws of the State of Texas, indemnify and hold Department and DALLAS COUNTY, Dallas County Juvenile Board, Dallas County Juvenile Department, its assigns, officers, directors, employees, agents, representatives (referred collectively in this Section as "Data Provider") harmless from liability results from the negligent acts or omissions of University, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement; provided, however, that University shall not hold Data Provider harmless from claims arising out of the negligence or willful malfeasance of Data Provider, its officers, agents, or employees, or any person or entity not subject to University's supervision or control.

**XI.
Governing Law and Sanctions**

This agreement is being executed, delivered and performed in the State of Texas. The laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this agreement. Proper venue for any litigation arising from this agreement shall be in Dallas County, Texas. Researcher shall further acknowledge and agree that failure to comply with the terms of this Agreement, including any misuse or wrongful disclosure may result in administrative or legal action and may subject the Researcher to civil or criminal penalties imposed by state or federal law.

XII.

Sovereign Immunity

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

The parties hereto in their capacities as stated, affix their signatures and bind themselves to the terms of this agreement.

Dallas County Juvenile Department as an authorized by the Department's Executive Director:

By: Leslie Gipson
Date: 4/20/17

Ms. Leslie Gipson, Deputy Director of Administrative and Executive Services

By: C. Williams
Date: 4/20/17

Ms. Carmen Williams, Supervisor of Budget Services

By: John Pita, Ph.D
Date: 4/20/17

Dr. John Pita, Chief Psychologist

By: 
Date: 4/20/17
Mr. Christian Yost, Manager of Research and Statistics

By: 
Date: 4-20-17
Mr. Rudy Acosta, Deputy Director of Probation Services

THE UNIVERSITY OF TEXAS AT ARLINGTON

RESEARCHER,

Whitney L. Hunt


By: 
Whitney L. Hunt, Graduate Master's Student, Department of Criminology and Criminal Justice,
University of Texas at Arlington

Date: 4/5/17
University of Texas at Arlington
University Hall, Room 362
Arlington, Texas 76019

RESEARCHER,

Acknowledged:

Anne Nordberg, PhD, MSW

By: 
Dr. Anne Nordberg, Assistant Professor, School of Social Work, University of Texas at Arlington
Date: 4/4/2017

University of Texas at Arlington
SSWA 208B
Arlington, Texas 76019

Acknowledged:

Jaya B. Davis, Ph.D.

By: 
Dr. Jaya B. Davis
Associate Professor, Department of Criminology and Criminal Justice


Date: 4/5/17

Statement of Data Security

All data received in the course and scope of this research project will be kept confidential. Specifically, no identifying information or aggregate data is requested in this proposal. All data received electronically will be stored on an external hard drive that is password-protected. When not actively in use, the password-protected hard drive will be stored in a locked filing cabinet. Additionally, any and all data that is in hard copy form will be stored in a locked filing cabinet in the locked offices of Dr. Jaya Davis and/or Dr. Anne Nordberg at the University of Texas at Arlington.

RESEARCHER,

Whitney L. Hunt

By: 

Whitney L. Hunt, Graduate Master's Student, Department of Criminology and Criminal Justice,
University of Texas at Arlington

Date: 4/5/17

University of Texas at Arlington

University Hall, Room 362

Arlington, Texas 76019

RESEARCHER,

Anne Nordberg, PhD, MSW

By: 

Dr. Anne Nordberg, Assistant Professor, School of Social Work, University of Texas at Arlington

Date: 4/4/2017

University of Texas at Arlington

SSWA 208B

Arlington, Texas 76019

Whitney L. Hunt

706 Riverplace Drive #1132, Arlington, Texas 76006 ♦ 210-394-4039 ♦ whitney.hunt@mavs.uta.edu

Profile

Extremely hardworking and self-starting contributor with an outgoing personality. Highly developed people skills with the ability to work and relate to wide variety of ethnicities, socio-economic levels and age groups. Excellent organizational abilities and the natural ability to improve systems, analyze workflow and streamline procedures. Adept at project management and coordination with extensive legal research experience. Adept at handling critical situations including highly sensitive information, liaison with the media, high-profile constituents and other high-challenge situations. Ability to precisely manage details while maintaining big picture perspective. Strong computer skills in MS Office and state filing and reporting systems with ability to learn specialized application systems very quickly.

Professional Work Experience

Legal Consultant/Business and Office Manager August 2012 – present.

Full and part time roles in helping offices run more efficiently. Clients included six different small law firms, a private investigator firm and a management consulting group. Roles were essentially to act as office manager and then to design and implement organization systems including training staff on these new systems. Wide variety of projects unique to each client including:

- Created and implemented case management systems for each law firm. This included leveraging my past relationships with court systems (both local, state and federal) to ensure law offices were in sync with various Judges and Court administrators/clerks.
- Created associated procedures for case management and filing internal to the law offices.
- Established systems for accounts receivable and reimbursable expenses that had been uncollected.
- Act as purchasing agent to find new vendors/suppliers to bring providers of I.T. Services, Office Supplies, Medical Records, Document Services, Research, Background Checks all up to 'professional' levels.
- Set up systems and improved relationships with reimbursing organizations for insurance claims. This included key insurance companies including Progressive, Allstate, USAA, GEICO and others.
- Involved in multiple special projects including special research, coordinating special events, bookkeeping, general filing systems, I.T. backup systems

Asset Building for Clients (ABC) Instructor – Good Samaritan Community Services, September 2014 to August 2015. Promoted to full time Instructor from YAC Coordinator position. Serve as lead curriculum developer, creator, instructor and implementer for curriculum delivered to all students ages six through eighteen in after school program. Curriculum is based on the Search Institute's 40 Development Assets youth need in order to be successful academically and a positive contributing member of society. Responsible for enrolling students into the Asset program collecting surveys from youth and entering the data into the electronic filing system. Additionally act as general member of ~20 staff operating afterschool and summer camp programs for 150+ youths. These programs serve ages 6 to 18 and touch every aspect of the student's lives: pick up youth and safely escort them to the center (pivotal due to extreme crime/violence neighborhood), distribute food and submit reports to food bank, conduct health and fitness, education, fine arts, leadership development and teambuilding classes.

Youth Advisory Committee (YAC) Coordinator – Good Samaritan Community Services, November 2013 to August 2014. Past volunteer hired as full time Coordinator for youth leadership development program. Program objectives are to reduce risky behavior through community service, build leadership and teambuilding skills, and encouraging futuristic thinking. Program oversight comes from the Texas Department of Family and Protective Services and targets the 15 most impoverished, disadvantaged and at-risk youth zip codes in Texas. By authoring fresh curriculum and engaging activities, personally responsible for turning the program around to meet numbers and deadlines successfully. Enrollment in the program increased from 7 students to over 30 within the first 120 days. Successfully shown reduction in risk factors with youth between the ages of 11 and 17. Because of this success the prior corrective action plan by the grant monitor has been removed and the program is now fully compliant. Additionally, received Outstanding Direct Service Award Honorable Mention from the Texas Department of Family and Protective Services' Prevention and Early Intervention Division.

International Camp Coordinator (Italy) / English Instructor - Associazione Culturale Linguistica Educativa (ACLE), May 2012 – August 2012. Act as primary educator for Italian students in a summer camp setting. Responsible for creating activities, engaging students, determining English level and certificates, interacting with parents and community, and children during duration of camp. Must meet all requirements of Italian education system as well as camp director's specific needs/wants for each individual camp. Solely responsible for creation, implementation and execution of self-developed teaching plan for duration of camp. Act as a member of a staff team of various sizes depending on camp and setting with ability to adapt to different personalities. Travel across Italy on short notice in order to teach at new camps on a weekly basis. Able to adapt and adopt new culture-live with families and act as member of community while teaching.

Project Coordinator/Executive Assistant/Case Manager - The Law Offices of Goldstein, Goldstein & Hilley, June 2010 – December 2012. Provide office management and case support for top-tier criminal defense law firm. Right hand collaboration with two C-level execs and senior attorneys. Manage and coordinate workflow, schedule and filings for high profile cases visible in the media and throughout Southwestern United States. Direct real-time liaison with Federal, District and County court systems. Includes before/after normal work hours on 7-day/week basis. Handle sensitive and confidential client information. Coordinate and facilitate with local media as needed for high profile cases that receive media attention. Draft, prepare and review pleadings, motions, petitions, exhibits, and other legal documents. Conduct search and interviews for firm's law school interns as well as assist them in acclimation to their duties. Maintain overall office schedule. Contribute to overall trial strategy and coordinate trial prep. Deal directly with clients, client inquiries and families, including international clients in English and Spanish. Coordinate with private investigators on all appointed/retained cases. Maintain professional working relationship with the legal community. Build, create and maintain all files in the office.

Education

Masters of Social Work, University of Texas at Arlington, December 2017. GPA 4.0

Masters of Arts Criminology and Criminal Justice, University of Texas at Arlington, December 2017. GPA 4.0

Bachelor of Arts in Criminal Justice, Sam Houston State University 2010 - Double Minor in Spanish and Psychology
GPA 3.71 Magna Cum Laude with Honors, Honors College, Sam Houston State University

Graduate Internship Experience

Center for Addiction and Recovery Studies (CARS) – May through August 2016. Research, develop, create, and implement curriculum for high-risk youth affected by the criminal justice system. Conduct community outreach at a low-income clinic designed to identify and serve pregnant and post-partum women with case management, connecting them to available community resources. Develop and create curriculum for Mom's Club, addressing needs and providing education to mothers in the Dallas community. Manage a 22-person caseload, providing case management to clients.

Undergraduate and Post-Graduate Awards, Honors & Achievements

- Outstanding Direct Service Award 2014 Honorable Mention – Texas Department of Family and Protective Service Prevention and Early Intervention Division
- Elliott T. Bowers Honors College member and graduate Fall 2007 - Spring 2010
- Honors Ambassador 2009 - 2010. One of 14 chosen to represent the Honors College and the University. Attend functions for/with the president, host and welcome students to campus, act as a leader and face of the Honors College. Served as a board member and organized volunteer opportunities and social events for Honors College students.
- International Studies Program Puebla, México, Summer 2009. Lived with a family and adopted their language and culture. Dual university program with Sam Houston State University and Universidad Iberoamericana.
- Alpha Lambda Delta National Honors Society Fraternity, Life Member
- Golden Key National Honors Society Fraternity, Life Member
- Completed undergraduate studies in 3 years while also working to pay for 51% of school costs. Graduated debt free.

Community Involvement

- Students for Global Change (SGC) Treasurer – University of Texas at Arlington. May 2016 to present.
- Letot Center – Dallas County, Texas. May 2016 to present

Whitney L. Hunt

706 Riverplace Drive #1132, Arlington, Texas 76006 ♦ 210-394-4039 ♦ whitney.hunt@mavs.uta.edu

Professional References

Mrs. Jennifer Cook
Director, Youth Services – Good Samaritan Community Services
1600 Saltillo Street
San Antonio, Texas 78201
(210) 434-5531

Mr. Van G. Hilley
Owner/Partner – Law Offices of Goldstein, Goldstein & Hilley
310 S St. Mary's Street, Ste 2900
San Antonio, TX 78205
(210) 226-1463

Mr. Chad Van Brunt
Owner – Law Offices of Chad P. Van Brunt
310 S St. Mary's Street, Ste 2900
San Antonio, Texas 78205
(210) 399-8669

Personal References

Mr. James Cook
Leadership Coach and Operations Consultant – Pathfinder Insurance
P.O. Box 441587
Houston, TX 77244
(832)230-0608

Reverend Mark Smith
Executive Director – Impact Ministries.
P.O. Box 780025
San Antonio, Texas 78278-0025
(210) 885-7157

Anne Nordberg
(formerly Bain)

211 South Cooper Street
Arlington, Texas 76019-0129
Phone: 817-408-6786
Email: annenordberg@uta.edu

Current Appointment

Assistant Professor
School of Social Work
The University of Texas at Arlington (UTA)
From September 2013

Education

PhD, Social Work and Anthropology, University of Michigan, Ann Arbor, 2013
MSW, Social Work, University of Michigan, Ann Arbor, 2010
BA, Honours Anthropology, McMaster University, Hamilton, Canada, 2004
BA, Art History and Classical Studies, McMaster University, Hamilton, Canada, 1994

Fellowships, Scholarships, Awards, & Recognitions

- Center for Clinical Social Work Faculty Affiliate (2016-2017), The University of Texas at Arlington (\$3,000)
- Center for African American Studies Research Associate (2014-ongoing), The University of Texas at Arlington (\$5,000)
- Nominee for Outstanding Dissertation (2014), University of Michigan, Ann Arbor
- Rackham One-Term Dissertation Award (2013), University of Michigan (Tuition, Healthcare, (\$7,800)
- Outstanding GSI Award (2009) (Medical Anthropology 344), University of Michigan
- School of Social Work Summer Stipend Awards (2010-2012), University of Michigan (\$12,000)
- School of Social Work Joint Doctoral Program Fellowship (2007), University of Michigan
- Ontario Graduate Scholarship (2005-2006) (\$15,000)
- Dr. Sally Weaver Ontario Graduate Scholarship (2005-2006) (in name only)
- United Nations Bursary Award (2005-2006) (\$500)
- Social Science & Humanities Research Council Canadian Graduate Scholarship – Master's (2004-2005) (\$17,500)
- Ontario Graduate Scholarship (2004-2005) (declined \$15,000)
- McMaster University Graduate Entrance Scholarship (2004) (\$2000)

Publications

Peer-reviewed Journal Articles Accepted & Published

13. McCoy, M.K., **Nordberg, A.**, Hoefer, R., & Mellinger, M. Strengthening advocacy coalitions: Lessons for structure, engagement and effectiveness from an IPV coalition. *Journal of Social Service Research* (submitted May 26, 2016, resubmitted November 2016, accepted December 7, 2016).
12. Gallagher, J.R., & **Nordberg, A.** A phenomenological and grounded theory study of women's experiences in drug court: Informing practice through a gendered lens. *Women and Criminal Justice* (accepted October 31, 2016)
11. Gallagher, J., **Nordberg, A.**, & Lefebvre, E. Improving graduation rates in drug court: A qualitative study of participants' lived experiences. *Criminology & Criminal Justice* (submitted June 22, 2016, accepted November 10, 2016)
10. Gallagher, J.R., **Nordberg, A.**, & Gallagher, J.M. A qualitative investigation into military veterans' experiences in a problem-solving court: Factors that impact graduation rates. *Social Work in Mental Health* (accepted September 14, 2016)
9. Parekh, R., Praetorius, R.T., & **Nordberg, A.** Carers' experiences in families impacted by Huntington's Disease: A qualitative interpretive meta-synthesis (QIMS). *British Journal of Social Work* (accepted September 14, 2016)
8. **Nordberg, A.**, Praetorius, R.T., McCoy, M. K., Mitschke, D.B., & Henderson, J. The impact of death row exoneration testimonial among social work students: A teaching note. *Journal of Teaching in Social Work* (accepted May 4, 2016)
7. Frank, L, Praetorius, R.T., & **Nordberg, A.** (2016). Environmental influences on services for and mental health of incarcerated populations: a review. *Journal of Social Work, 0* (0), 1-20. doi: 10.1177/1468017316651999
6. Gallagher, J.R., & **Nordberg, A.** (2015) Comparing and contrasting White and African American participants' lived experiences in drug court, *Journal of Ethnicity in Criminal Justice*. doi: 10.1080/15377938.2015.1117999
5. **Nordberg, A.**, Crawford, M.R., Praetorius, R.T., & Hatcher, S. S. (2015) Exploring Minority Youths' Police Encounters: A Qualitative Interpretive Meta-Synthesis. *Child & Adolescent Social Work Journal*, 1-13. doi: 10.1007/s10560-015-0415-3
4. **Nordberg, A.** (2015) Therapeutic governmentality and biopower in a Canadian mental health court, *BioSocieties*, doi:10.1057/biosoc.2015.36
3. Gallagher, J.R., **Nordberg, A.**, Deranek, M.S., Ivory, E., Carlton, J., & Woodward Miller, J. (2015). Predicting termination from drug court and comparing recidivism patterns: Treating substance use disorders in criminal justice settings. *Alcoholism Treatment Quarterly*. doi: 10.1080/07347324.2015.982451
2. Gallagher, J.R., **Nordberg, A.**, & Kennard, T. (2015). A qualitative study assessing the effectiveness of the key components of a drug court. *Alcoholism Treatment Quarterly*, 33(1): 64-81. doi: 10.1080/07347324.2015.982453

1. **Nordberg, A.** (2014). Liminality and Mental Health Court Diversion: An Interpretative Phenomenological Analysis of Offender Experiences. *British Journal of Social Work*, 45 (8): 2441-2457. doi: 10.1093/bjsw/bcu104

Revised and Resubmitted Manuscripts

Praetorius, R.T., **Nordberg, A.**, Frank, L., & Ude, P. The impact of holistic, gender-sensitive programming on incarcerated women experiencing substance misuse and trauma related issues. *Journal of Offender Rehabilitation* (submitted August 12, 2016, resubmitted December 5, 2016)

Manuscripts Submitted

Pillai, V. K., Parekh, R., & **Nordberg, A.** An investigation into interventions for stunting reduction in India. *International Journal of Public Health* (submitted March 10, 2016)

Nordberg, A., McCoy, M.K., Stevens, M.A., & Hatcher, S.S. Precarity and structural racism in black youth encounters with police. *Social Work* (Submitted August 1, 2016)

Gallagher, J.R., **Nordberg, A.**, & Gallagher, J.M. Participants' views on the strengths and limitations of drug court: Recommendations to enhance assessment and treatment of mental illnesses. *Criminal Justice Studies* (submitted September 6, 2016)

Nordberg, A., McCoy, M.K., & Praetorius, R.T. Connecting to peers in the "God Pod": Exploring the experiences of former prisoners in a faith-based, peer led jail and reentry program. *International Journal of Offender Therapy and Comparative Criminology*. (submitted December 6, 2016)

Manuscripts in Preparation

McCoy, M.K., Nguyen, A., **Nordberg, A.**, Lehmann, P. Police reports and domestic violence myths

Nordberg, A., Killian, M., Casolaro, T., Ryan, S. Sawyer, C. QIMS child abuse thingie (search done by Oct 15, extractions done by Nov. 1, analysis and write up by nov 21 – submit

K. M. Puk, S. Wang, **A. Nordberg**, J. Tommerdahl, Y. Peng, P. Lehmann, J.-C. Chiao. Feature Analysis and Pattern Classification of Electroocutaneous Signals Recorded During Emotion State Changes with Visual Stimulation and Its Implications. *IEEE Journal of Biomedical and Health Informatics*.

Patton, J. **Nordberg, A.**, & Lehmann, P. The Solution-Focused Recovery Scale for Abuse: A Confirmatory Factor Analysis.

Nagoshi, C., **Nordberg, A.**, & Crawford, M. An evaluation of Second Chance Virginia's Substance Use Intervention with School and Juvenile Justice Referred Adolescents.

Hatcher, S.S., King, D.M., **Nordberg, A.**, Woolen, C.C., & Bryant, D. Suicidality and Other Health

Risk Behaviors among Female Youth in Juvenile Detention.

Book Chapters Published

1. **Nordberg, A.**, Delva, J., & Horner, P. (2014). Adolescent pregnancy in Canada: Multicultural considerations, regional differences, and the legacy of liberalization, Cherry, A. & Dillon, M. (Eds.) *International handbook of adolescent pregnancy: Medical, psychosocial, and public health responses*, New York, Springer, pp. 205-223s.

National and International Refereed Conference Presentations

Nordberg, A., Wang, S., Puk, K., Tommerdahl, J., Peng, Y.B., Lehmann, P., & Chiao, J.-C. Neuro-Feedback Anger Regulation: Findings from a Pilot Study and Implications for Social Work. *Society for Social Work Research Conference*, New Orleans, LA, January, 2017

Gallagher, J.R., & **Nordberg, A.** Improving Graduation Rates in Drug Court: A Qualitative Study of Participants' Lived Experiences. *Society for Social Work Research Conference*, New Orleans, LA, January, 2017.

Nordberg, A. *American Anthropological Association*, Minneapolis, MN, November, 2016.

Gallagher, J.R., **Nordberg, A.** Women's Experiences in Drug Court: Informing Practice Through a Gendered Lens. *Council on Social Work Education APM*, Atlanta, GA, October, 2016.

McCoy, M., **Nordberg, A.**, Hoefer, R. Stronger Advocacy Coalitions: Lessons for Structure and Effectiveness From an IPV Coalition. *Council on Social Work Education APM*, Atlanta, GA, October, 2016.

Gallagher, J.R., **Nordberg, A.**, & Gallagher, J.M. Veterans Treatment Court: Exploring Graduates' Views of What Worked. *Council on Social Work Education APM*, Atlanta, GA, October, 2016.

McCoy, M.K., Hoefer, R., **Nordberg, A.** Creating Stronger Advocacy Coalitions: Lessons for Structure, Engagement, and Effectiveness. *NASW Texas State Conference*, Arlington, TX, October, 2016.

Gallagher, J.R. & **Nordberg, A.** Racial Disparities in Drug Court Outcomes: Lessons Learned from the Contrasting Experiences of African American and White Participants in One Midwestern Drug. *NADCP (National Association of Drug Court Professionals) 22nd Annual Training Conference*, Anaheim, CA, June, 2016.

Nordberg, A., Stevens, M.A., & Hatcher, S.S. The Black Voice Matters: A Phenomenological Study of the Impact of Police Violence Among Black College Students. *National Organization of Forensic Social Work Conference*, New Orleans, LA, June 2016.

Nordberg, A., Praetorius, R.T., McCoy, M. K., Mitschke, D.B., & Henderson, J. The impact of death row exoneration testimonial among social work students. *National Organization of Forensic Social Work Conference*, New Orleans, LA, June 2016.

Nordberg, A., Crawford, M.R., Praetorius, R.T., & Hatcher, S. S. Exploring Minority Youths' Police Encounters: A Qualitative Interpretive Meta-Synthesis. *Society for Social Work Research Conference*, Washington, DC, January 2016.

Gallagher, J.R., & **Nordberg, A.** Comparing and Contrasting White and African American Participants' Lived Experiences in Drug Court. *Society for Social Work Research Conference*, Washington, DC, January 2016.

Nordberg, A. How The Familiarity of Multiculturalism Enables and Obscures Racial Disparity in a Canadian Mental Health Court. *American Anthropological Association*, Denver, CO, November, 2015.

Nagoshi, C.T., & **Nordberg, A.** Evaluation of the Second Chance Community-Based Adolescent Substance Use Intervention. *Research Society on Alcoholism*, San Antonio, TX, June 2015.

Praetorius, R.T., Frank, L., & **Nordberg, A.** Incarcerated Women in the Community: What is the Impact on Suicidal Ideation? *28th World Congress of the International Association for Suicide Prevention*, Montreal, QC, Canada, June 2015.

Parekh, R., **Nordberg, A.,** & Pillai, V. Access to Piped Water and Childhood Stunting in India: A Social Justice Perspective. *American Public Health Association*, New Orleans, LA, November 2014.

Bain-Nordberg, A. The Impact of Therapeutic Jurisprudence: A Phenomenological Study of Toronto's Mental Health Court. *Society for Social Work Research Conference*, San Diego, CA, January, 2013.

Momper, S., **Bain-Nordberg, A.,** James, L., & J. Delva. Assessing Neighborhoods' Physical and Social Environments: Experiences From the Detroit Neighborhood Health Study. Presented as part of the symposium entitled "Urban Neighborhood Dynamics and the Health and Mental Health of Urban Racial and Ethnic and Sexual Minorities: A Study of Detroit and Santiago Residents" at the *Society for Social Work Research Conference*, Washington, DC, January, 2012.

Nordberg, A., Momper, S. and J. Delva PTSD and the Built Environment: Preliminary Results of a Detroit Neighbourhood Health Study. *Social Work Research Retreat*, Ann Arbor, MI, March, 2009.

Momper, S. and **A. Nordberg** University-Community Research: Students and Residents as Data Collectors in a Detroit Neighbourhood Health Study. *NIH Summit: The Science of Eliminating Health Disparities*, Washington, DC, December, 2008.

Bain, A. Symbolic ↔ Physical Violence: Gendered Violence During the 1994 Rwandan Genocide. *Feminist Research Group Conference*, Windsor, ON, 2005.

Bain, A. Biosocial Contributors to Women's Health in Post-Genocide Rwanda. *McMaster University T.A. Appreciation Day*, Hamilton, ON, 2005.

Bain, A. The World of News: A Cross-Cultural Comparison of National News Broadcasts in the Age of Globalization. *Cultural Studies Association Conference*, Boston, MA, 2004.

Moffat, T., Galloway, T., Latham, J., and **A. Bain** Socioeconomic Determinants of Childhood Overweight and Obesity Among Primary School Children in Hamilton, Ontario, Canada. *Society for the Study of Human Biology & The Biosocial Society at Loughborough University*, Leicestershire, U.K., December, 2003.

Grants & Contracts

Funded

Chiao, J.-C., Lehmann, P., **Nordberg, A. (Co-PI)**, Peng, Y.B., Tommerdahl, J., Wang, S. "A System for Neuro-Feedback Anger Management to Prevent Domestic Violence", The University of Texas at Arlington Interdisciplinary Research Program Grant, Aug. 1, 2015-Aug. 1, 2016 (~\$20,000)

Nagoshi, C. and **Nordberg, A. (Co-PI)** "Second Chance Texas Substance Use Intervention for Juvenile Court and School Referred Adolescents", The University of Texas at Arlington School of Social Work iCAP, June 1, 2014-August 31, 2015 (~\$80,000)

Ryan, S., **Nordberg, A. (Co-PI)**, Killian, M. "Bikers Against Child Abuse: A mixed-methods evaluation of bikers empowering abused children", The University of Texas at Arlington School of Social Work iCAP, August 8, 2016 – Aug. 8, 2018 (\$52,500)

Under Review

Wang, S., **Nordberg, A. (Co-PI)**, Tommerdahl, J., Peng, Y.B., Lehmann, P., Chiao, J.C. "Neural Mechanisms of Human Multimodal Emotional Processing using Large-scale Network Investigation of Milliscale Brain Dynamics with High Spatiotemporal Resolution", National Institute of Health (R21). (\$397,423)

Not Funded

Nordberg, A. (PI), Praetorius, R.T., Wang, S., & Woody, D. (2016) "Exploring the Causes and Consequences of Incarceration: A Phenomenological and Big Data Approach", National Institute of Justice. (\$1,157,490)

Nordberg, A. (PI) & Praetorius, R.T. (2015) "Evaluating Texas Hope Literacy", Building and Enhancing Criminal Justice Researcher-Practitioner Partnerships, National Institute of Justice, (~\$79,000)

Nordberg, A. (PI), Aguirre, R., and Pillai, V. (2015) Secondary Drug Court Data Analysis, National Institute of Justice (~\$40,000)

Nordberg, A. (PI), Aguirre, R. and Pillai, V. (2014) Building and Enhancing Criminal Justice Researcher-Practitioner Partnerships, National Institute of Justice (~\$250,000)

Nordberg, A. (PI), Praetorius, R.T., & Pillai, V. (2014) "Secondary Drug Court Data Analysis, National Institute of Justice (~\$40,000)

Courses Created

SOCW 4329/6329 Forensic Social Work

Courses Taught at UTA

S 2017	Instructor , Qualitative Methods (SOCW 6348, doctoral, face-to-face)
F 2016	Instructor , Forensic Social Work (4329/6329, undergraduate/graduate, face-to-face) School of Social Work, The University of Texas at Arlington
Sp 2014 - F 2015	Instructor , Human Behavior and Diverse Populations (3317, undergraduate, face-to-face) School of Social Work, The University of Texas at Arlington
F 2014 - Sp 2016	Instructor , Human Behavior and Diverse Populations (5317 online, Masters) School of Social Work, The University of Texas at Arlington

Courses Taught at the University of Michigan

Winter 2013	Co-Instructor , <i>Doctoral Seminar in Social Work and Anthropology</i> School of Social Work & Department of Anthropology, University of Michigan, Ann Arbor
Winter 2009 & Winter 2010	Graduate Student Instructor , <i>Cultural Anthropology 344: Medical Anthropology</i> Department of Anthropology, University of Michigan, Ann Arbor
Fall 2010	Graduate Student Instructor , <i>Cultural Anthropology 325/Women's Studies 324: Childbirth and Culture</i> Department of Anthropology, University of Michigan, Ann Arbor

Fall 2009

Graduate Student Instructor, *Biological Anthropology 368/Psychology 338: Primate Social Behavior I*
Department of Anthropology, University of Michigan, Ann Arbor

Guest Lectures

- 2016 (Spring) “Phenomenology” Guest Lecture for SOCW 6348, Doctoral Seminar in Qualitative Research, Arlington, TX.
- 2016 (Spring) “Ethnography” Guest Lecture for SOCW 6348, Doctoral Seminar in Qualitative Research, Arlington, TX.
- 2015 (October) “The Black Voice Matters” – panel presentation for CAAS annual opening year lecture
- 2015 (April) “The Audacity of Injustice: Power and Contemporary Acts of Violence” Invited Lecture for the Center for African American Studies’ Power Hour Lecture Series, Arlington, TX.
- 2015 (Spring) “Phenomenology” Guest Lecture for SOCW 6348, Doctoral Seminar in Qualitative Research, Arlington, TX.
- 2015 (Spring) “Ethnography” Guest Lecture for SOCW 6348, Doctoral Seminar in Qualitative Research, Arlington, TX.
- 2009 “Virtual Therapies: Avatars and Explorations”. Invited lecture for the Curtis Center for Addiction and Mental Health. University of Michigan, Ann Arbor, MI.
- 2003 “The Role of the Media in the 1994 Rwandan Genocide: National and International Dehumanization”. Guest lecture for 1st year cultural anthropology class. McMaster University, Hamilton, ON.

PhD Dissertation Committee Chair

Evans, R. (title and defense date to be determined)

PhD Dissertation Committee Co-Chair

Crawford, M. (title and defense to be determined)

PhD Dissertation Committee Membership

Bryant, D. (title and defense date to be determined)

Ruiz, E. “Diabetes and Health Disparities among Latino Immigrants” (Anticipated defense Spring 2016)

Peterson, L. (title and defense to be determined)

Parckh, Rupal (title and defense date to be determined)

Ivey, D. (title and defense date to be determined)

Masters Thesis Committee Chair

Menasha, B. "Attitudes Towards Police-Civilian Encounters in the US: A Comparison of 1st generation Ethiopian-Americans and their Parents" (defended November 2016)

Rossini, J. "Heroin addiction and recovery: An interpretative phenomenological analysis" (defended November 2016)

Masters Thesis Committee Co-Chair

Hunt, W.L. (title and defense date to be determined)

Masters Thesis Committee Membership

Adhikari, B. R. "ADHD Treatment Outcome Differences Between Individual Parent-Child Intervention and Group Parent-Child Intervention with the Same Protocol" (defended December 2015)

Smith, A. "Cognitive-Behavioral Interventions to Reduce Suicide Attempt and Completion among Female Service Members and Veterans: A Systematic Review" (defended November 2015).

Andringa, L.M. "Urbanization versus sanitation: Exploring the effectiveness of social indicators on reducing the infant mortality rate in developing countries" (defended July 2015).

Abonza, K. "The prevalence rate of underage drinking among school-aged adolescents receiving social work intervention in a community mental health research setting" (defended April 2015)

Shafi, M. "Bullying Exposure Prevalence Among School-Age Children and Adolescents Receiving Social Work Intervention in a Community Mental Health Research and Training Setting" (defended April 2014)

Current Professional Memberships

National Association of Forensic Social Work
Council on Social Work Education
Society for Social Work Research
American Anthropological Association

Service

University

Taskforce on Recruitment and Retention of Underrepresented Faculty and Staff	2016
Search Committee for new Librarian	2016
Faculty Advisor for Students for a Democratic Society – UTA Chapter	2015-2016
ACES Judge	2015, 2016
CAAS (Center for African American Studies) Research Associate	2013-2016
INREACH Mentor for at-risk student	2013-2014

Community

Organized Lecture by Death Row Exoneree	October 2014
Texas Coalition to Abolish the Death Penalty Member	from 2013
Volunteer Evaluator & Consultant for Texas Hope Literacy	2015-2016
Volunteer, Bikers Against Child Abuse (BACA)	2016

UTA School of Social Work

PhD Admissions Committee Member	2014 & 2015
PhD Committee Member	2014-2017
Mental Health and Substance Abuse Committee Member	2015-2017
SCUGS-SCOGS Committee Member	2013-2017
Periodic Review Committee (Administrators)	2015-2017

Profession

CSWE Abstract Reviewer	2015, 2016
Reviewer, Journal of Forensic Social Work	2014-2016
Reviewer, Alcoholism Treatment Quarterly	from 2014
Reviewer, Journal of Offender Rehabilitation	from 2016
Reviewer, Child and Youth Services	from 2016

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: The University of Texas at Arlington

Joseph Pimental
Signature, Authorized Representative of Contractor

5/1/17
Date

Director, OGCS
Title

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: May 22, 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 22nd day of May, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name:	Name:	Name:
Name:	Name:	Name:
Name:	Name:	Name:

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

WHEREAS, the Juvenile Department requested approval to participate in the study called "Recidivism and Juvenile Justice Youth: A study on the Factors Correlating with Recidivism Rates and Juveniles in Detention and on Probation". The primary goal of this study is to analyze key factors and determine what, if any, predictors are related to repeat referrals; and

WHEREAS, the Dallas County Juvenile Department is constantly searching for ways to review and improve strategies and techniques. As such, on April 20, 2017, the Research Review Committee consulted with, and reviewed the proposal submitted by, Ms. Whitney Loren Hunt, a graduate student at the University of Texas at Arlington, called "Recidivism and Juvenile Justice Youth: A Study on the Factors Correlating with Recidivism Rates and Juveniles in Detention and on Probation". The committee members are: Christian Yost, Research Manager, Dr. John Pita, Chief Psychologist, Mr. Rudy Acosta, Deputy of Probation Services, Mrs. Leslie Gipson, Deputy of Administrative-Executive Services, and Ms. Carmen Williams, Budget Services Manager. It was then forwarded to Mr. Bill Edwards and Dr. Terry Smith on April 26, 2017, for approval; and

WHEREAS, the study seeks to assist in examining intervention strategies that can be tailored to: reduce the risk of recidivism of juvenile offenders in Dallas County; prevent future crime and entry into the adult criminal justice system; and increase public safety; and

WHEREAS, the study seeks to use secondary data in an attempt to determine predictors of repeat referrals. There will be no direct contact with any youth; all data will be electronically extracted. The secondary data will include juvenile age, gender, race, ethnicity, type of offense, prior offense/record of referrals, length of stay, prior placements, prior detentions, prior enrollment in programs/services, family type, number of siblings, score of risk assessment instrument, and postal code. The data requested will be for all youth referred to the Dallas County Juvenile Department from January 1, 2015 to December 31, 2015. Subsequent data for youth identified in the January 1, 2015 to December 31, 2015 data will be requested from January 1, 2016 to December 31, 2016; and

WHEREAS, this proposed study will serve as the preliminary examination of what factors may contribute to juvenile re-offending in Dallas County. The Dallas County Juvenile Department will take the results of this initial study to then craft and perform further analyses of the issue in hopes of ultimately identifying ways to reduce the amount of contact youth have with the Juvenile Justice System; and

WHEREAS, the answers to these questions will provide clarity to the department's vision and goals:

- What factors correlate with recidivism?
- What intervention strategies can be tailored to address factors that are found to correlate with repeat referrals to the Juvenile Justice System?;
- and

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

WHEREAS, the Research Agreement, executive research guidelines and Internal Review Board (IRB) Approval Inquiry have been reviewed by Administrative Legal Advisor Ms. Caruthers and approved as to form.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve participation in the study called "Recidivism and Juvenile Justice Youth: A Study on the Factors Correlating with Recidivism Rates and Juveniles in Detention and on Probation".

DONE IN OPEN BOARD MEETING this 22nd day of May, 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

0.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: May 22, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Outcome of RFP No. 2017-018-6642 and Recommendations for FY2017 Contract Award for Residential Service Providers.

Background of Issue:

The Dallas County Juvenile Department historically contracts with community-based providers for residential services. At the September 26, 2016, Dallas County Juvenile Board meeting, through Juvenile Board Order No. 2016-105, the Juvenile Board authorized the release of a request for proposals soliciting new residential services contracts for utilization as placement options during FY2017. Subsequent to that action, on December 12, 2016, Request for Proposals (RFP) No. 2017-18-6642 was released by the Juvenile Department through the Dallas County Purchasing Department.

A total of nineteen (19) proposals were received in response to RFP No. 2017-018-6642 by the January 9, 2017, due date. The responding vendors and their proposed service categories are identified in Attachment One.

The purpose of this briefing is to present the Juvenile Board with the results of the RFP process and request the Board's approval to contract with the recommended existing residential service providers for FY2017. The Juvenile Department will brief the Juvenile Board on its recommendations for contract award to new vendors in a separate process.

RFP Proposal Evaluation Process:

The nineteen (19) proposals were read and evaluated based on five (5) criteria established for the RFP process. The evaluation committee was required to evaluate each proposal individually, based on their respective service category and the contents of the proposals. The committee members read each proposal and used as a reference base, their professional knowledge/experience with non-residential programs designed for prevention/intervention of juvenile delinquency, the needs of the youth/families served by the Juvenile Department and the needs of the department with regard to non-residential services. The RFP process allowed for a maximum possible score of 100 points, and for a proposal to be considered for contract award, a minimum score of seventy (70) points was required.

The evaluation committee for this RFP process included a multi-disciplinary representation of Juvenile Department staff. This committee evaluated the proposals on: (a) Qualifications and Experience of the Organization, (b) Qualifications and Experience of Facility Staff and Key Personnel Who Will Perform the Proposed Service, (c) Program Design, (d) Need for the Proposed Service, and (e) Financial Condition. These

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

criteria carried a combined point value of 80. The four (4) evaluation criteria and their respective, assigned point values are included as Attachment Two.

Attachment Three identifies members of the evaluation committee for RFP No. 2017-018-6642 and other Dallas County employees involved in the RFP process.

Dallas County Auditors' Office Scoring:

The RFP required that applicants submit financial records for the past two (2) years to substantiate their financial stability. This criterion, Financial Conditions, was assigned a value of five (5) points in the RFP evaluation system. All financial information for these proposals was reviewed, evaluated and scored by the Grants Division of the Dallas County Auditor's Office. The financial condition scores awarded by the Grants Division of the Dallas County Auditor's Office can be found on Attachment Four.

Minority/Women Business Enterprise Scoring:

The RFP requires that the applicants complete the specifications related to Dallas County's M/WBE policy regarding the proposed service. All M/WBE information for these proposals was reviewed and confirmed by the Dallas County Minority Business Officer in a separate process. The maximum point value for M/WBE was fifteen (15) points. The M/WBE scores, as confirmed by the Minority Business Officer, can be found on Attachment Five.

The financial conditions and M/WBE scores were added to the applicant's programmatic score for a composite score for the RFP process.

Evaluation Outcome and Recommendations:

Of the nineteen (19) proposals evaluated, a total of sixteen (16) proposals met or exceeded the minimum required composite score (70 points) for contract consideration. Thirteen (13) of the sixteen (16) proposals were submitted by residential contractors who are currently serving Juvenile Department youth under a contract extension which was authorized by the Juvenile Board on March 27, 2017 (Order No. 2017-030). Those thirteen (13) proposals (listed below), are all being recommended for contract award in this process.

#	Vendors	Proposed Service Category
1	Athletes For Change	Residential Treatment Center
2	Center For Success and Independence	Residential Treatment Center
3	Center For Success and Independence	Residential Drug Treatment
4	Everyday Life	Residential Treatment Center
5	Glen Mills Schools	Residential Treatment Center
6	Gulf Coast Trades Center	Vocation/Trade School
7	Mingus Mountain	Residential Treatment Center
8	Nexus Recovery	Residential Drug Treatment
9	Pegasus School	Residential Treatment Center
10	Rites of Passage, Inc., DBA: Canyon State Academy	Residential Treatment Center
11	Shamar Hope Haven	Residential Drug Treatment
12	Shamar Hope Haven	Residential Treatment Center
13	Shoreline	Residential Drug Treatment

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

The remaining three (3) proposals that scored 70 points or higher (listed below) were submitted by new vendors seeking a contract with the Juvenile Department. The vetting process for these vendors and the proposed facilities is in progress. Upon completion, the Juvenile Board will be briefed regarding the outcome of the process and any recommendations for contract award.

#	Vendors	Proposed Service Category
1	Unity Children's Home	Residential Treatment Center
2	Woodward Youth Corp, DBA: Woodward Academy	Residential Treatment Center
3	Woodward Youth Corp, DBA: Forest Ridge Youth Services	Residential Treatment Center

The remaining three (3) proposals (listed below) scored below the required minimum score for contract consideration. Thus, those proposals are not recommended for contract award.

#	Vendors	Proposed Service Category
1	Burke Foundation	Residential Treatment Center
2	Idea Youth Success Center	Residential Treatment Center
3	Rites of Passage, Inc., DBA: Lake Granbury Youth Services Center	Residential Treatment Center (Secure Facility)

The final evaluation scores for the evaluation process and the status are detailed in Attachment Six.

Impact On Operations And Maintenance:

The contract terms will begin upon final execution of the contract documents and will end on September 30, 2018. The contract includes an annual renewal clause which allows for automatic renewal of the contract for three (3) additional twelve (12) month periods, if the contractor is operating an effective program and complying with contract requirements as determined by the Juvenile Department.

Juvenile Probation Officers will refer youth to these programs. Contract Services staff will monitor the programs and evaluate their effectiveness. Financial and programmatic audits will be conducted to ensure quality programming.

Strategic Plan Compliance:

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

Legal Information:

Non-Residential Services Contract

The contract document was drafted by Contract Services using standard language for Dallas County contracts approved by Dallas County Purchasing. The contract document was approved by the Juvenile Department's Administrative Legal Advisor, Ms. Denika Caruthers and approved as to its form by Assistant District Attorney, Mr. Chong Choe. Once finalized, the contracts will be submitted to the District Attorney's Office for final

review and to the Commissioners Court for final approval. The signatures of the Chairman of the Juvenile Board and the Dallas County Judge are required on the contracts.

The contract documents have been signed by the vendors and are included in the brief as Attachment Seven.

Certificate of Interested Party (Form 1295) and Title VI Assurance/Compliance Policy

In accordance with House Bill 1295 and as required by Dallas County's RFP process, each of the vendors being recommended for contract award has executed a Certificate of Interested Party (Form 1295) and a Title VI Assurance/Compliance Policy form. Attachment Eight includes a copy of each vendor's documentation.

Financial Impact / Considerations:

Residential services contracts will be funded from the Department's general budget (5110), and grants provided by the Texas Juvenile Justice Department. The Juvenile Department will also continue efforts to utilize NorthStar, Medicaid, third party insurance, and other community resources when available.

The financial impact has been reviewed and approved by the Juvenile Department's Budget Manager, Ms. Carmen Williams.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the outcome of the RFP No. 2017-018-6642 process. The Juvenile Department also recommends the award of residential services contracts for FY2017 to service providers as listed above and that the Chairman of the Juvenile Board be authorized to sign the contract documents on behalf of the Dallas County Juvenile Board.

Recommended by:


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

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: May 22, 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 22nd day of May, 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 Department historically contracts with community-based programs to provide residential services for the youth and families that we serve; and
- WHEREAS,** on September 26, 2016, under Order No. 2016-105, the Juvenile Board authorized the release of a request for proposals for new FY2017 residential services contracts; and
- WHEREAS,** subsequent to that action, the Juvenile Department released RFP # 2017-018-6642 for solicitation of residential services contracts, on December 12, 2016, through the Dallas County Purchasing Department; and
- WHEREAS,** a total of nineteen (19) proposals were received by the Purchasing Department before the 2:00pm, January 9, 2017, deadline for proposal submission; and
- WHEREAS,** all of the proposals received were evaluated according to the RFP specifications; and
- WHEREAS,** sixteen (16) of the proposals met or exceeded the required minimum composite score (70 points) for contract consideration; and
- WHEREAS,** thirteen (13) of those sixteen (16) proposals were received from residential contractors who are currently serving Dallas County youth through a contract extension authorized by the Juvenile Board on March 27, 2017, (Order No. 2017-030); and
- WHEREAS,** those thirteen (13) existing contractors (listed below) are being recommended for contract award in this process; and

#	Contractors	Proposed Service Category
1	Athletes For Change	Residential Treatment Center
2	Center For Success and Independence	Residential Treatment Center
3	Center For Success and Independence	Residential Drug Treatment
4	Everyday Life	Residential Treatment Center
5	Glen Mills Schools	Residential Treatment Center
6	Gulf Coast Trades Center	Vocation/Trade School
7	Mingus Mountain	Residential Treatment Center
8	Nexus Recovery	Residential Drug Treatment
9	Pegasus School	Residential Treatment Center
10	Rites of Passage, Inc., DBA: Canyon State Academy	Residential Treatment Center
11	Shamar Hope Haven	Residential Drug Treatment
12	Shamar Hope Haven	Residential Treatment Center
13	Shoreline	Residential Drug Treatment

WHEREAS, the remaining three (3) proposals that scored 70 points or higher (listed below) were submitted by new vendors seeking a contract with the Juvenile Department; and

#	Vendors	Proposed Service Category
1	Unity Children's Home	Residential Treatment Center
2	Woodward Youth Corp, DBA: Woodward Academy	Residential Treatment Center
3	Woodward Youth Corp, DBA: Forest Ridge Youth Services	Residential Treatment Center

WHEREAS, upon completion of the vetting process for these vendors and the proposed facilities, the Juvenile Board will be briefed regarding the outcome of that process and any recommendations for contract award; and

WHEREAS, the three (3) proposals listed below scored below the required minimum score (70 points) for contract consideration and are not recommended for contract award; and

#	Vendors	Proposed Service Category
1	Burke Foundation	Residential Treatment Center
2	Idea Youth Success Center	Residential Treatment Center
3	Rites of Passage, Inc., DBA: Lake Granbury Youth Services Center	Residential Treatment Center (Secure Facility)

WHEREAS, the residential services contracts will be funded from the Juvenile Department's 5110 budget, and grants provided by the Texas Juvenile Justice Department; and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approved the outcome of the RFP No. 2017-018-6642 process and the Juvenile Department's recommendation to award FY2017 residential services contracts to the service providers listed above.

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

DONE IN OPEN BOARD MEETING this 22nd day of May, 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

P.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: May 22, 2017

To: Dallas County Juvenile Board

From: Dr. Terry S. Smith, Director

Subject: Outcome of RFP No. 2017-019-6643 and Recommendations for FY2017 Contract Award for Non-Residential Service Providers.

Background of Issue:

The Dallas County Juvenile Department historically contracts with community-based providers for non-residential services. At the September 26, 2016, Dallas County Juvenile Board meeting, through Juvenile Board Order No. 2016-105, the Juvenile Board authorized the release of a request for proposals soliciting new contract non-residential services for FY2017. Subsequent to that action, on December 12, 2016, Request for Proposals (RFP) No. 2017-19-6643 was released by the Juvenile Department through the Dallas County Purchasing Department.

A total of twenty-three (23) proposals were received in response to RFP No. 2017-019-6643 by the January 9, 2017, due date. The responding vendors and their proposed service categories are identified in Attachment One.

The purpose of this briefing is to present the Juvenile Board with the results of the RFP process and request the Board's approval to contract with the recommended existing and new non-residential service providers for FY2017. The Juvenile Department will brief the Juvenile Board on its recommendations for contract award to new vendors in a separate process.

RFP Proposal Evaluation Process:

The RFP process requires applicants to submit a separate proposal for each service category for which they are applying. Of the twenty-three (23) proposals received, one (1) proposal (Dallas Sigma Counseling Services, Inc.) was disqualified by the Purchasing Department due to the vendor proposing three (3) separate service categories through the submission of one (1) proposal.

The remaining twenty-two (22) proposals were read and evaluated based on five (5) criteria established for the RFP process. The evaluation committee was required to evaluate each proposal individually, based on their respective service category and the contents of the proposals. The committee members read each proposal and used as a reference base, their professional knowledge/experience with non-residential programs designed for prevention/intervention of juvenile delinquency, the needs of the youth/families served by the Juvenile Department and the needs of the department with regard to non-residential services. The RFP process

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

allowed for a maximum possible score of 100 points, and for a proposal to be considered for contract award, a minimum score of seventy (70) points was required.

The evaluation committee for this RFP process included a multi-disciplinary representation of Juvenile Department staff. This committee evaluated the proposals on: (a) Minimum Qualifications; (b) Program Design; (c) Staff Qualifications; (d) Agency Experience; and (e) Proposal Format. These criteria carried a combined point value of 85. The five (5) evaluation criteria and their respective assigned point values are included as Attachment Two.

Attachment Three identifies members of the evaluation committee for RFP No. 2017-019-6643 and other Dallas County employees involved in the RFP process.

Minority/Women Business Enterprise Scoring:

The RFP requires that applicants complete the specifications related to Dallas County's M/WBE policy regarding the proposed service. All M/WBE information for these proposals was reviewed and confirmed by the Dallas County Minority Business Officer in a separate process. The M/WBE scores were added to the applicant's programmatic score for a composite score for the RFP process. The M/WBE scores, as confirmed by the Minority Business Officer, can be found on Attachment Four.

Evaluation Outcome and Recommendations:

Of the twenty-two (22) proposals evaluated, a total of fifteen (15) met or exceeded the minimum required composite score (70 points) for contract consideration. Eight (8) of the fifteen (15) proposals were received from non-residential contractors who are currently serving Juvenile Department youth under a contract extension which was authorized by the Juvenile Board on March 27, 2017 (Order No. 2017-030). Those eight (8) proposals (listed below), are all being recommended for contract award in this process.

#	Contractor	Service Category
1	Big Thought, Inc.	Other
2	Dallas Challenge, Inc.	Outpatient Substance Abuse Treat.
3	Family and Guidance Centers, DBA: Child and Family Guidance Center	Family Preservation Program Services
4	My Girls, Inc.	Mentoring
5	The Family Place	Group Counseling
6	Youth Advocate Program	Detention Alternative Program
7	Youth Advocate Program	Family Preservation Program Services
8	Youth Advocate Program	Intensive Case Management

The remaining seven (7) proposals (listed below) were submitted by new vendors or existing contractors proposing new/different services. Contract negotiations with these vendors are underway. Thus, recommendations for contract award for these vendors will be addressed in a separate process.

#	Vendor	Proposed Service Category
1	Galaxy Counseling Center	Group Counseling
2	K16 Ready Society, Inc., DBA: Texas Initiative Program Services	Detention Alternative Program

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

3	K16 Ready Society, Inc., DBA: Texas Initiative Program Services	Group Counseling
4	K16 Ready Society, Inc., DBA: Texas Initiative Program Services	Intensive Case Management
5	K16 Ready Society, Inc., DBA: Texas Initiative Program Services	Mentoring
6	My Girls, Inc.	Group Counseling
7	Youth Conversion, Inc.	Intensive Case Management

Of the evaluated proposals, the seven (7) proposals listed below scored below the required minimum score for contract consideration. Thus, those proposals are not recommended for contract award.

#	Vendor	Proposed Service Category
1	Guiding Minds Ministries, LLC, DBA: Guiding Minds Educational Programs	Intensive Case Management
2	K16 Ready Society, Inc., DBA: Texas Initiative Program Services	Alt. Education/ GED Program
3	K16 Ready Society, Inc., DBA: Texas Initiative Program Services	Vocation Training
4	My Girls, Inc.	Detention Alternative Program
5	My Girls, Inc.	Intensive Case Management
6	TruExpansion Foundation	Group Counseling
7	TruExpansion Foundation	Other

The final evaluation scores for the evaluation process and the status are detailed in Attachment Five.

Impact On Operations And Maintenance:

The contract terms will begin upon final execution of the contract documents and will end on September 30, 2018. The contract includes an annual renewal clause which allows for automatic renewal of the contract for three (3) additional twelve (12) month periods, if the contractor is operating an effective program and complying with contract requirements as determined by the Juvenile Department.

Field Probation Officers will refer youth to these programs. Contract Services staff will monitor the programs and evaluate their effectiveness. Financial and programmatic audits will be conducted to insure quality programming.

Strategic Plan Compliance:

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

Legal Information:

Non-Residential Services Contract

The contract document was drafted by Contract Services using standard language for Dallas County contracts approved by Dallas County Purchasing. The contract document was approved by the Juvenile Department's Administrative Legal Advisor, Ms. Denika Caruthers and approved as to its form by Assistant District Attorney, Mr. Chong Choe. Once finalized, the contracts will be submitted to the District Attorney's Office for final

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

review and to the Commissioners Court for final approval. The signatures of the Chairman of the Juvenile Board and the Dallas County Judge are required on the contracts. The contract documents have been signed by the vendors and are included in the brief as Attachment Six.

Certificate of Interested Party (Form 1295) and a Title VI Assurance/Compliance Policy

In accordance with House Bill 1295 and as required by Dallas County's RFP process, each of the vendors being recommended for contract award has executed a Certificate of Interested Party (Form 1295) and a Title VI Assurance/Compliance Policy form. Attachment Seven includes a copy of each vendor's documentation.

Financial Impact / Considerations:

Non-residential services contracts will be funded from the Department's general budget (5110), and grants provided by the Texas Juvenile Justice Department. The Juvenile Department will also continue efforts to utilize NorthStar, Medicaid, third party insurance, and other community resources when available.

The financial impact has been reviewed and approved by the Juvenile Department's Budget Manager, Ms. Carmen Williams.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the outcome of the RFP No. 2017-019-6643 process. The Juvenile Department also recommends the award of non-residential services contracts for FY2017 to service providers as listed above and that the Chairman of the Juvenile Board be authorized to sign the contract documents on behalf of the Dallas County Juvenile Board.

Recommended by:


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

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: May 22, 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 22nd day of May, 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 Department historically contracts with community-based programs to provide non-residential services for the youth and families that we serve; and

WHEREAS, on September 26, 2016, under Order No. 2016-105, the Juvenile Board authorized the release of a request for proposals for new FY2017 non-residential services contracts; and

WHEREAS, subsequent to that action, the Juvenile Department released RFP # 2017-019-6643 for solicitation of non-residential contract services, on December 12, 2016, through the Dallas County Purchasing Department; and

WHEREAS, a total of twenty-three (23) proposals were received by the Purchasing Department before the 2:00pm, January 9, 2017, deadline for proposal submission; and

WHEREAS, one (1) proposal (Dallas Sigma Counseling Services, Inc.), was disqualified by the Purchasing Department due to the vendor proposing three (3) separate service categories through the submission of one (1) proposal; and

WHEREAS, the seven (7) proposals listed below scored below the required minimum score (70 points) for contract consideration and are not recommended for contract award; and

#	Vendors	Proposed Service Category
1	Guiding Minds Ministries, LLC, DBA: Guiding Minds Educational Programs	Intensive Case Management
2	K16 Ready Society, Inc., DBA: Texas Initiative Program Services	Alt. Education/ GED Program
3	K16 Ready Society, Inc., DBA: Texas Initiative Program Services	Vocation Training
4	My Girls, Inc.	Detention Alternative Program

5	My Girls, Inc.	Intensive Case Management
6	TruExpansion Foundation	Group Counseling
7	TruExpansion Foundation	Other

WHEREAS, a total of fifteen (15) proposals met or exceeded the minimum required composite score (70 points) for contract consideration; and

WHEREAS, eight (8) of those fifteen (15) proposals were received from existing non-residential contractors who are currently serving Dallas County youth through a contract extension authorized by the Juvenile Board on March 27, 2017 (Order No. 2017-030); and

WHEREAS, those eight (8) existing contractors (listed below) are being recommended for contract award in this process; and

#	Contractors	Service Category
1	Big Thought, Inc.	Other: Art Education
2	Dallas Challenge, Inc.	Outpatient Substance Abuse Treat.
3	Family and Guidance Centers, DBA: Child and Family Guidance Center	Family Preservation Program Services
4	My Girls, Inc.	Mentoring
5	The Family Place	Group Counseling
6	Youth Advocate Program	Detention Alternative Program
7	Youth Advocate Program	Family Preservation Program Services
8	Youth Advocate Program	Intensive Case Management

WHEREAS, the remaining seven (7) proposals (listed below) were submitted by new vendors or existing contractors proposing new/different services; and

#	Vendors	Proposed Service Category
1	Galaxy Counseling Center	Group Counseling
2	K16 Ready Society, Inc., DBA: Texas Initiative Program Services	Detention Alternative Program
3	K16 Ready Society, Inc., DBA: Texas Initiative Program Services	Group Counseling
4	K16 Ready Society, Inc., DBA: Texas Initiative Program Services	Intensive Case Management
5	K16 Ready Society, Inc., DBA: Texas Initiative Program Services	Mentoring
6	My Girls, Inc.	Group Counseling
7	Youth Conversion, Inc.	Intensive Case Management

WHEREAS, recommendations for contract award for these vendors will be presented to the Juvenile Board in a separate process; and

WHEREAS, the non-residential services contracts will be funded from the Juvenile Department's 5110 budget, and grants provided by the Texas Juvenile Justice Department; and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approves the outcome of the RFP No. 2017-019-6643 process and the Juvenile Department's recommendation to award FY2017 non-residential services contracts to the service providers listed above.

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

DONE IN OPEN BOARD MEETING this 22nd day of May, 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

Q.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: May 22, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: New Contracted Non-Residential and Residential Placement Rates

Background of Issue:

The Dallas County Juvenile Department (DCJD) historically contracts with community-based providers for standard non-residential and residential treatment services, which invoice at contracted daily rates. Under the new Requests for Proposals (RFP's) 2017-019-6642 and 2017-019-6643, rates for new and current providers were reevaluated to meet increase operational expenses required to provide services for our youth and attract quality vendors during this RFP process.

The purpose of this briefing is to request approval to accept new contracted rates determined by State and Local standards.

Impact on Operations and Maintenance:

Non-Residential:

Through the RFP process, eight vendors who currently provide services were approved for new contracts with Dallas County Juvenile Department: Big Thought, Inc., Dallas Challenge, Family and Guidance Centers, My Girls, The Family Place, and Youth Advocate Programs (3 separate programs). The estimated impact to the budget is anticipated to be \$2,500,000 for the fiscal year.

Residential Placement:

Through the RFP process, eleven vendors who currently provide services were approved for new contracts with Dallas County Juvenile Department: Athletes for Change, Center for Success and Independence, Everyday Life, Glen Mills Schools, Gulf Coast Trades Center, Mingus Mountain Estates Residential Center, Nexus Recovery Center, Pegasus Schools, Rite of Passage, Shamar Hope Haven, and Shoreline. The estimated impact to the budget is anticipated to increase to \$3,000,000 for the fiscal year due to new contract rates increasing to the approved State rates.

Strategic Plan Compliance:

This request complies with Vision 3: Dallas County is safe, secure, and prepared by the effective allocation of juvenile justice resources.

Legal Information:

There is no legal impact as a result of these rate changes.

Financial Impact/Considerations:

The financial impact has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Non-residential contracted rates:

New rates will begin at the final execution of new contracts.

Provider	Contracted Services	Pending Contract Rate FY'2017
Big Thought, Inc.	Art Education	\$85.00/per youth/per 4 hour day/ 4 days per week.
Dallas Challenge, Inc.	Outpatient Substance Abuse Treat	<p><u>Individual/Family:</u> \$85.00/per youth/per 60 min. session (Max: 2 Sessions bi-weekly). (Includes: Counseling/Assessments/Intakes & Enrollment Sessions)</p> <p><u>Group Counseling:</u> \$45.00/per youth/per 60 min. session; or \$67.50/per youth/per 90 min. session</p> <p><u>Home Visit (Counseling/Treatment Planning Session):</u> \$127.50/per youth/per 90 min. session (Max: 4/per 16 week treatment cycle)</p>
Family and Guidance Centers, DBA: Child and Family Guidance Center	Family Preservation Program Services	<p><u>In-Home Therapy:</u> \$147.00/per 60 min. session/2 sessions weekly</p> <p><u>Pre-admit Assessment:</u> \$75.00/per 60 min. session/1 prior to admission.</p> <p><u>Parent Group Counseling:</u> \$67.50/per youth/per 90 min. session</p> <p><u>Case Management:</u> \$50.00/per youth/per 60 min. session/As needed, with approval of Contract Services.</p>
My Girls, Inc.	Mentoring	<p><u>Individual Sessions:</u> \$75.00/per youth/per 2 hour session/ 1 per month</p> <p><u>Assessment:</u> \$75.00/per youth/per 2 hour session/ 1, at admission.</p> <p><u>Group Sessions:</u> \$30.00/per youth/per hour (Max: 10 hours weekly)</p>
The Family Place, Inc.	Group Counseling	<p>\$45.00/per youth/per 60 min. group session/1 session weekly.</p> <p>\$67.50/per youth/per 90 min. group session/1 session weekly.</p> <p>\$67.50/per youth/per 90 min. intake, enrollment and assessment sessions/1 per treatment cycle.</p>
Youth Advocate Programs, Inc.	Detention Alternative Program	<p><u>Counseling Sessions:</u> \$50.00/per 60 min. individual counseling session (Max: 3 sessions weekly); or \$75.00/per 90 min. individual counseling session</p>

		(Max: 2 sessions weekly)
		Case Management: \$50.00/per 60 min. case management session (As needed, with written approval of Contract Services)
Youth Advocate Programs, Inc.	Family Preservation Program Services	In-Home Services: \$147.00/per 60 min. session/2 weekly
		Pre-admit Assessment: \$75.00/per 60 min. session/1 prior to admission.
Youth Advocate Programs, Inc.	Intensive Case Management	Case Management: \$50.00/per 60 min. session/As needed, with approval of Contract Services.
		Regular: \$37.00/per youth/per hour (max: 10 hours weekly). Intensive: \$37.00/per youth/per hour (max: 15 hours weekly).

Contracted Residential Placement Rates:

Based on placement numbers from fiscal year 2015, it is estimated that the financial impact on placement expenditures with the rate increase will be \$3,000,000. It is not anticipated the the Department will expended the full \$3,000,000; however due to the fluid nature of needed placement, expenditures will be closely monitored to address major fluctuations. Current Title IV-E rate will remain active on each contract unless changes are required by TJJD.

New rate request are as follows:

Provider	Moderate	Specialized	Intensive
Athletes for Change	N/A	\$162.30	N/A
Center for Success & Independence	\$103.03	\$162.30	N/A
Everyday Life, Inc.	\$103.03	\$162.30	\$260.95
Glen Mills Schools	N/A	\$162.30	N/A
Gulf Coast Trades Center	\$125.48	\$125.48	N/A
Mingus Mountain Estates Residential Center, Inc.	N/A	N/A	\$260.95
Nexus Recovery Center	\$103.03	\$162.30	N/A
Pegasus Schools, Inc.	N/A	\$155.00	N/A
Rite of Passage, Inc.	N/A	\$162.30	N/A
Shamar Hope Haven, Inc.	\$103.03	\$162.30	\$260.95
Shoreline, Inc.	N/A	\$162.30	\$260.95

Performance Impact Measures:

The Budget Services Unit will continue to administer and monitor grant and general funds.

Project Schedule/Implementation:

These rates will remain in effect until rate structures are amended by the State and/or service contract terms expire.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Non-Residential and Contracted Residential Placement Contract Rates.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: May 22, 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 22nd day of May 2017, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, the Dallas County Juvenile Department (DCJD) historically contracts with community-based providers for non-residential and residential treatment services, which invoice at contracted daily rates. Under the new Requests for Proposals (RFP's) 2017-019-6642 and 2017-019-6643, rates for new and current providers were re-evaluated to meet industry standards; and

WHEREAS, Non-Residential:

Through the RFP process, eight vendors who currently provide services were approved for contracts with Dallas County Juvenile Department: Big Thought, Inc., Dallas Challenge, Family and Guidance Centers, My Girls, The Family Place, and Youth Advocate Programs (3 separate programs). The estimated impact to the budget is anticipated to total \$2,500,000 for the fiscal year; and

WHEREAS, Residential Placement:

Through the RFP process, eleven vendors who currently provide services were approved for contracts with Dallas County Juvenile Department: Athletes for Change, Center for Success and Independence, Everyday Life, Glen Mills Schools, Gulf Coast Trades Center, Mingus Mountain Estates Residential Center, Nexus Recovery Center, Pegasus Schools, Rite of Passage, Shamar Hope Haven, and Shoreline. The estimated impact to the budget is anticipated to increase costs to a total of \$3,000,000 for the fiscal year due to new contract rates increasing to the approved State rates; and

WHEREAS, New non-residential contract rates will began at the final execution of new contracts.

Provider	Contracted Services	Pending Contract Rate FY'2017
Big Thought, Inc.	Art Education	\$85.00/per youth/per 4 hour day/ 4 days per week.
Dallas Challenge, Inc.	Outpatient Substance Abuse Treat	<p><u>Individual/Family:</u> \$85.00/per youth/per 60 min. session (Max: 2 Sessions bi-weekly). (Includes: Counseling/Assessments/Intakes & Enrollment Sessions)</p> <p><u>Group Counseling:</u> \$45.00/per youth/per 60 min. session; or \$67.50/per youth/per 90 min. session</p> <p><u>Home Visit (Counseling/Treatment Planning Session):</u> \$127.50/per youth/per 90 min. session (Max: 4/per 16 week treatment cycle)</p>
Family and Guidance Centers, DBA: Child and Family Guidance Center	Family Preservation Program Services	<p><u>In-Home Therapy:</u> \$147.00/per 60 min. session/2 sessions weekly</p> <p><u>Pre-admit Assessment:</u> \$75.00/per 60 min. session/1 prior to admission.</p> <p><u>Parent Group Counseling:</u> \$67.50/per youth/per 90 min. session</p> <p><u>Case Management:</u> \$50.00/per youth/per 60 min. session/As needed, with approval of Contract Services.</p>
My Girls, Inc.	Mentoring	<p><u>Individual Sessions:</u> \$75.00/per youth/per 2 hour session/ 1 per month</p> <p><u>Assessment:</u> \$75.00/per youth/per 2 hour session/ 1, at admission.</p> <p><u>Group Sessions:</u> \$30.00/per youth/per hour (Max: 10 hours weekly)</p>
The Family Place, Inc.	Group Counseling	<p>\$45.00/per youth/per 60 min. group session/1 session weekly.</p> <p>\$67.50/per youth/per 90 min. group session/1 session weekly.</p> <p>\$67.50/per youth/per 90 min. intake, enrollment and assessment sessions/1 per treatment cycle.</p>
Youth Advocate Programs, Inc.	Detention Alternative Program	<p><u>Counseling Sessions:</u> \$50.00/per 60 min. individual counseling session (Max: 3 sessions weekly); or \$75.00/per 90 min. individual counseling session (Max: 2 sessions weekly)</p> <p><u>Case Management:</u> \$50.00/per 60 min. case management session (As needed, with written approval of Contract Services)</p>
Youth Advocate Programs, Inc.	Family Preservation Program Services	<p><u>In-Home Services:</u> \$147.00/per 60 min. session/2 weekly</p> <p><u>Pre-admit Assessment:</u> \$75.00/per 60 min. session/1 prior to admission.</p> <p><u>Case Management:</u> \$50.00/per 60 min. session/As needed, with approval of Contract Services.</p>
Youth Advocate Programs, Inc.	Intensive Case Management	<p><u>Regular:</u> \$37.00/per youth/per hour (max: 10 hours weekly).</p> <p><u>Intensive:</u> \$37.00/per youth/per hour (max: 15 hours weekly).</p>

;and

WHEREAS, Based on placement numbers from fiscal year 2015, it is estimated that the financial impact on residential placement expenditures with the rate increase will be \$3,000,000. It is not anticipated the the Department will expended the full \$3,000,000; however due to the fluid nature of needed placement, expenditures will be closely monitored to address major fluctuations. Current Title IV-E rate will remain active on each contract unless changes are required by TJJD.

New residential rate requests are as follows:

Provider	Moderate	Specialized	Intensive
Athletes for Change	N/A	\$162.30	N/A
Center for Success & Independence	\$103.03	\$162.30	N/A
Everyday Life, Inc.	\$103.03	\$162.30	\$260.95
Glen Mills Schools	N/A	\$162.30	N/A
Gulf Coast Trades Center	\$125.48	\$125.48	N/A
Mingus Mountain Estates Residential Center, Inc.	N/A	N/A	\$260.95
Nexus Recovery Center	\$103.03	\$162.30	N/A
Pegasus Schools, Inc.	N/A	\$155.00	N/A
Rite of Passage, Inc.	N/A	\$162.30	N/A
Shamar Hope Haven, Inc.	\$103.03	\$162.30	\$260.95
Shoreline, Inc.	N/A	\$162.30	\$260.95

; and

WHEREAS, this request complies with Vision 3: This request complies with Vision 3: Dallas County is safe, secure, and prepared by the effective allocation of juvenile justice resources; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Dallas County Juvenile Board approve the Non-Residential and Residential Placement Contract Rates. These rates will remain in effect until rate structures are amended by the State and/or service contract terms expire.

DONE IN OPEN BOARD MEETING this 22nd day of May, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

R.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: May 22, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Any subsequent action deemed necessary as a result of VIII – Personnel: Employee #41157

Background

Any subsequent action deemed necessary as a result of VIII – Personnel: Employee #41157

Recommended by:

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

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



ACTION ITEM

S.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: May 22, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Any subsequent action deemed necessary as a result of VIII – Security: Consultation with Attorney

Background

Any subsequent action deemed necessary as a result of VIII – Security: Consultation with Attorney

Recommended by:

A handwritten signature in blue ink, reading "Terry S. Smith", is written over a horizontal line. The signature is stylized with a large, looped "T" and "S".

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



DISCUSSION ITEMS VI.



DISCUSSION ITEM T.



Academy for Academic Excellence Director's Report April 2017

On April 12, all campus test coordinators and campus administrators were trained on the rules for the upcoming STAAR Assessments.

During the week of April 17 through April 21, the Academy for Academic Excellence underwent an audit from Texas Education Agency (TEA). TEA visited all five (5) campuses and was thoroughly impressed with what they witnessed. They made specific references and accolades in the following areas:

- Our dedicated staff.
- Our sense of urgency.
- The genuine desire, by all staff, to be a part of this district.
- How much the staff enjoys the professional development/training offered by Region 10 Education Service Center.

TEA also left us with recommendations for improvement such as:

- Use more data to track student's progress.
- Review resource allocations such as transportation costs for SAU and rent costs.
- Consider using academic journals for the long-term campuses.

The final report will be sent in a few months. TEA also expressed how much they learned about the Dallas County Juvenile Department and the Academy for Academic Excellence.

Friday, April 21st was an early release day and the end of the 5th six-weeks grading period. Staff attended content meetings to discuss the lesson cycle, best practices for instructional delivery and curriculum alignment.

AAE worked closely with the Purchasing Department to create the RFP for Transportation.

AAE assisted forty-six (46) families from the Food Bank and eleven (11) families from the Clothing Closet.

ACADEMY FOR ACADEMIC EXCELLENCE
CHARTER SCHOOL REPORT
April 2017

DR. JEROME MCNEIL JR. DETENTION CENTER / AAE CAMPUS (001):

Latest Campus Enrollment

Total Enrollment	273
SPED - Total Students	55
ESL - Total Students	55

Campus at a Glance

During the month of April, the academic focus was testing. Teachers began to concentrate on preparing students to take and pass the mandatory state tests—State of Texas Assessments of Academic Readiness (STAAR) and the End-of-Course (EOC) exams. Students were provided with engaging and fun activities to enhance academic and testing skills.

Assessment Results

March results for the 5th and 8th grade reading and math STAAR assessment were received in April. The results are as follows: thirty-three (33) students took the Reading and Math Assessments (STAAR); ten (10) students passed the reading test and seven (7) students passed the math test. Three (3) students passed both reading and math.

DAY REPORTING CENTER - CAMPUS (002):

Latest Campus Enrollment

Total Enrollment	44
SPED - Total Students	04
ESL - Total Students	07

Instruction at a Glance

GED/Credit Recovery

Two (2) students were added to the GED roster. Three (3) students have taken tests but have fallen short of the 145 passing standard. The students continue to work towards completing the program. They want to join the previous five (5) who will be graduating on May 25, 2017, at 5:30 p.m.

Math

Teachers used the NCAA March Madness Brackets from ESPN and the NCAA Teams invited to "The Big Dance" (64 Teams) to compute the probability of making a number one pick. Students demonstrated the capability of reducing fractions, computing equivalent fractions, comparing fractions ($<$, $>$, $=$), changing mixed numbers to improper fractions and vice versa, ordering fractions, and word problems associated with the functions.

Social Studies

The middle school students demonstrated an understanding of U. S. History from the period of exploration to antebellum South, especially slavery. Students analyzed political cartoons of antebellum south depicting slavery. The high-school students demonstrated an understating of U. S. History from 1877 to today, especially World War II. Students analyzed political cartoons showing propaganda from the period covering World War II, 1936 to 1945. Students showed proficiency in their knowledge of U.S. History through an understanding of the U. S. Constitution by making passing scores on the U. S. Naturalization Test that immigrants take to become naturalized U. S. Citizens.

English

Students read the graphic novel "Treasure Island". The students completed a four panel graphic novel project as part of their 6th six weeks grade (i.e. novel title & author, summary, cover illustration, 10 new and interesting words, double entry journal notations, and nine panels that includes gutters, panels, thought bubbles, dialogue bubbles, captions, characters, and sound effects depicting the novel "Treasure Island").

MEDLOCK/YOUTH VILLAGE CAMPUS – (003):**Latest Campus Enrollment**

Total Enrollment	117
Medlock Students	77
Youth Village Students	30
Youth Village Youth Offenders	10
 SPED - Total Students	 37
Medlock SPED	26
Medlock 504	01
Youth Village SPED	11
Youth Village 504	00

ESL – Total Students	11
Medlock ESL	06
Youth Village ESL	05

Campus at a Glance

Medlock and Youth Village continue to shine and are proud to acknowledge significant gains in achievement during STAAR Spring testing. We are especially thankful for the extra efforts of our teachers and clerical staff who worked with students to help emphasize the importance of taking the state assessment seriously.

In April, Medlock and Youth Village campus conducted several activities to celebrate the life and legacy of Dr. Martin Luther King, Jr. teaching students the importance of showing appreciation to those individuals who have contributed to the development of this country and who advocated for the advance of human rights and social justice. Although April 4th is a somber day, Medlock and Youth Village students spent some time that day discussing Dr. King's many social justice initiatives and the lasting impact that he made on the fabric of this country.

In addition, Medlock and Youth Village English teachers designed a TEKS-based lesson where students wrote persuasive essays on how boycotting and other forms of civil engagement direct action were necessary during that time period. To stimulate pride in the campus, the staff honored several A/B honor roll students for the 4th six weeks. We recognized the Youth Village Students/Residents of the Week for the month of April.

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

Medlock/Youth Village participated in the first round of the Spring STAAR test administration. Teachers have been using STAAR release test as diagnostic test on all of the students to identify the students' strengths and weaknesses in preparation for the test and will continue as they prepare for the May Administration. The Data Controller and the Testing Team are researching those students who will test in the Spring Administration.

Report Cards

The 5th Six Weeks ended on April 21st. Parent copies were mailed and students received copies. During the 5th six weeks, we had a total of 22 students make the honor roll, three (3) students made the A Honor Roll and 19 students made the A/B Honor Roll.

STAAR Results – Student Success Initiative (SSI)

The 5th and 8th grade reading and math results have been reported to students and parents. The results were quite encouraging because the students who were unsuccessful were extremely close to meeting standard and were often less than three correct questions short of passing. Planned interventions have taken place and we are targeting the students' deficiency areas to prepare them for the May Administration of the STAAR Test.

Dropout Recovery - Accelerated Instruction Program

Medlock and Youth Village staff continue to identify students that are over-aged and under-credited to participate in the Academy for Academic Excellence Accelerated Instruction Program at DRC. One of the students promoted during the Spring Semester was successful on both the Math and Reading STAAR test. Upon completion of the program, that student will start his 9th grade year at the beginning of the 2017-2018 school year.

SAU (SUBSTANCE ABUSE UNIT) CAMPUS (004):**Latest Campus Enrollment**

Total Enrollment	34
SPED Total Students	02
ESL Total Students	16

Instruction at a Glance**English**

This month was National Poetry Month. In celebration, students created their own poems using any poetic device of their choosing (simile, metaphor, alliteration, etc.) using current grade level vocabulary incorporating creativity and higher order thinking skills.

Social Studies

Students studied topics on immigration and urbanization. In an effort to engage students, they were asked to analyze the effect of immigration and urbanization on various cultures from 1850 to 1930. Students discussed how different immigrants were asked to abandon their culture to become part of the main culture and the mistreatment of certain cultural groups. Students compared and contrasted immigration from different times/eras.

Career and Technology

Student participated in various activities:

- Power Point Creation – Trendy Accessories Presentation
- Resume Writing
- Personal Data Sheet Completion
- Job Application Completion and Activities
 - "My Picture" (Interviewing preparation)
 - "Specialty Word List" – (Interviewing preparation)
 - "Self-Expression T-Shirt" – (Interviewing preparation)
 - "Pick and Choose Word List" – (Interviewing preparation)
 - "What would you be?" (Interviewing preparation)
 - "Timelines" (Interviewing preparation)
 - Poem Creation: "Who Am I?"
 - "Get Acquainted Bingo" (Interviewing preparation)
 - "Career Explorations" and "Essentials of Communications" practicing interviewing via role playing

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

Science

The students studied various topics such as:

- uses of fossil fuels in everyday life
- uses of metal metalloids and metals
- polymers strands to simulate polyethylene, a product of fossil fuels
- conducted a lab to simulate casing form of plastics
- DNA and RNA in cell reproduction
- how traits are passed through off-springs
- scientific findings of crossbreeding (examples: hybrid big cats – ligers and tigons)
- conducted a lab to replicate a DNA strand
- demonstrated knowledge of physical and chemical changes Identifying physical and chemical changes
- identified words that represent a chemical or physical change – for example: physical changes like cutting, slicing, tearing and examples of chemical changes like burning, smoke, and cooking.
- identified types of clouds and temperature change over a period of five (5) days

Math

In April the high school students were in STAAR Boot Camp. Students reviewed information to prepare for the STAAR Algebra I EOC. The students created *foldables*, worked with partner(s) on many assignments and played games. The teacher challenged the students, on many levels, to understand the concepts, using the TI-84 calculators and pass the test.

LETOT CAMPUS (005):**Latest Campus Enrollment**

Total Enrollment	31 shelter/19 RTC
SPED Total Students	5 shelter/4 RTC
ESL Total Students	7 shelter/4 RTC
504 Total Students	3 shelter/0 RTC

Instruction at a Glance

- ELA - Students studied poetry in appreciation of National Poetry Month. Their work was on display in the ELA/SS classrooms and in the halls of both RTC and Shelter.
- Science - Students became informed and made posters in recognition of Earth Day. Doors were decorated with reminders to recycle and reuse when possible. They also learned how “going green” affected the planet in scientific terms. Shelter students created a full length timeline in the hall from the time Earth Day started until present. The timeline showed research and efforts over the years.

Campus Life at a Glance

- The highlight of the month for students was an afternoon activity/speaker that involved the girls in the culinary group preparing and serving lunch. The school and program at Letot support one another in making it possible for students to have real-world experiences that support their total treatment and individual growth. Students have shared and reflected in their writing journals about the personal impact of the activity.

ACADEMY FOR ACADEMIC EXCELLENCE PROGRAM STATUS REPORT

Active Enrollments					
Student Enrollment as of April 2017:			District Total Enrollment: 493		
District Average Attendance			470 (95.33%)		
District Special Education Student Population			141 (28.60%)		
CAMPUSES	JDC - 001	DRC - 002	MED. / YV - 003	SAU - 004	LETOT - 005
	Number	Number	Number	Number	Number
Enrollment	267	32	116	36	42
New Students	138	23	23	10	32
Withdrawals	124	20	16	14	22
Avg. Daily Attendance	265	18	114	26	41
Avg. Daily Enrollment	267	32	116	36	42
Attendance Average	99.25%	56.25%	98.28%	72.22%	97.62%

Demographics										
CATEGORY	JDC - 001		DRC - 002		MED. / YV - 003		SAU - 004		LETOT - 005	
GENDER	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Female	50	18.32%	07	15.91%	00	0.0%	07	20.59%	42	84.00%
Male	223	81.68%	37	84.09%	117	100%	27	79.41%	08	16.00%
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	6		2		13		1		0	
7	44		8		12		0		8	
8	32		7		16		5		10	
9	138		19		54		18		22	
10	46		7		17		6		8	
11	6		1		4		4		2	
12	1		0		0		0		0	
AGE	Number		Number		Number		Number		Number	
10	0		0		0		0		0	
11	0		0		0		0		0	
12	2		1		7		0		2	
13	14		1		6		0		5	
14	28		5		14		2		10	
15	75		9		22		9		14	
16	107		14		40		11		15	
17	46		12		28		12		4	
18+	1		2		0		0		0	
ETHNICITY	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
African American	115	42.12%	26	59.09%	68	58.12%	5	14.71%	22	44.00%
Caucasian	31	11.36%	1	02.27%	6	05.13%	2	05.88%	4	08.00%
Hispanic	126	46.15%	17	38.64%	41	35.04%	27	79.41%	24	48.00%
Native American	0	00.00%	0	00.00%	0	00.00%	0	00.00%	0	00.00%
Other/Asian	1	00.37%	0	00.00%	2	01.71%	0	00.00%	0	00.00%

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



ACTION ITEMS

VII.



ACTION ITEM

U.



**DALLASCOUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: May 22, 2017
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Academy for Academic Excellence Charter School Special Education Policies and Procedures

Background of Issue:

The Texas Education Code (TEC 29.0001) requires the Texas Education Agency (TEA) to develop and modify, as necessary, a statewide legal framework consistent with federal law for the delivery of services to children with disabilities. The framework must include guidelines for the administration and funding of the Special Education Program so that a Free Appropriate Public Education (FAPE) is available to all children between the ages of 3 and 21. The policies and procedures were written and developed by the Texas Charter School Association and then submitted to TEA for review. Upon acceptance by TEA, the legal framework was distributed to charter schools throughout Texas. The purpose of this brief is to recommend the adoption of the Special Education Policies and Procedures for the 2017-2018 academic year.

Impact on Operations and Maintenance:

The policies and procedures provide the legal framework that must be followed to ensure that the Academy for Academic Excellence is upholding laws and adopting best practices in the area of Special Education. The Academy for Academic Excellence ensures that all policies and procedures are followed. The policies and procedures will be uploaded to the State-Wide Legal Framework portal, sponsored by TEA, after Board approval. The change to the Academy for Academic Excellence (AAE) Charter School Special Education Policies and Procedures is as follows:

- Revision of dates
- Language format

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.

Legal Information:

This information has been reviewed and approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor.

Financial Impact/Considerations:

The policies and procedures do not have a direct fiscal impact.

Performance Impact Measures:

During the 2016-2017 school year, approximately, 22.5% of the students enrolled in the charter school received Special Education Services (based on October 2016 snapshot data). This is a decrease of 7.4% from the previous school year. Also, in 2016-2017 school year, the Academy for Academic Excellence held two hundred fifty-six (256) Admission, Review, and Dismissal (ARD) committee meetings compared to three hundred eighty six (386) ARD committee meetings in the previous school year. ARD committee meetings outline specifically designed services for special education students.

Project Schedule/Implementation:

The proposed policies and procedures will be implemented for the school year 2017-2018 and updated annually as state and federal laws mandate.

Recommendation:

It is recommended that the Academy for Academic Excellence Charter School Board approve the Special Education Services Policies and Procedures to be in compliance with state and federal guidelines for operation.

Recommended by:



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

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2017 - XXX

DATE: May 22, 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 22nd day of May 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, the Texas Education Code (TEC 29.0001) requires the Texas Education Agency (TEA) to develop and modify, as necessary, a statewide legal framework consistent with federal law for the delivery of services to children with disabilities. The framework must include guidelines for the administration and funding of the Special Education Program so that a Free Appropriate Public Education (FAPE) is available to all children between the ages of 3 and 21. The policies and procedures were written and developed by the Texas Charter School Association and then submitted to TEA for review. Upon acceptance by TEA, the legal framework was distributed to charter schools throughout Texas. The purpose of this brief is to recommend the adoption of the Special Education Policies and Procedures for the 2017-2018 academic year; and

WHEREAS, the policies and procedures provide the legal framework that must be followed to ensure that the Academy for Academic Excellence is upholding laws and adopting best practices in the area of Special Education. The Academy for Academic Excellence ensures that all policies and procedures are followed. The policies and procedures will be uploaded to the State-Wide Legal Framework portal, sponsored by TEA, after Board approval. The change to the Academy for Academic Excellence (AAE) Charter School Special Education Policies and Procedures is as follows:

- Revision of dates
- Language format;
- 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 assisting with academic growth; and

WHEREAS, the program manual has been reviewed and approved by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor; and

WHEREAS, there is no direct fiscal impact; and

WHEREAS, during the 2016-2017 school year, approximately, 22.5% of the students enrolled in the charter school received Special Education services (based on October 2016 snapshot data). This is a decrease of 7.4% from the previous school year. Also, in 2016-2017 school year, the Academy for Academic Excellence held two hundred fifty-six (256) Admission, Review, and Dismissal (ARD) committee meetings compared to three hundred eighty six (386) ARD committee meetings in the previous school year. ARD committee meetings outline specifically designed services for special education students; and

WHEREAS, the proposed policies and procedures will be implemented for the school year 2017-2018 and updated annually as state and federal laws mandate; and

WHEREAS, it is recommended that the Academy for Academic Excellence Charter School Board approve the Special Education Services Policies and Procedures to be in compliance with state and federal guidelines for operation.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approves the Special Education Services Policies and Procedures to be in compliance with state and federal guidelines for operation.

DONE IN OPEN BOARD MEETING this 22nd day of May, 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

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



ACTION ITEM

V.



**DALLASCOUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: May 22, 2017
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Academy for Academic Excellence Charter School Bilingual and English as a Second Language Program Manual for 2017-2018

Background of Issue:

The Texas Education Code (§89.1201.Policy) provides adaptations for special populations and the Texas Education Agency Commissioner's ruling concerning a plan for educating English Language Learners:

(a) *It is the policy of the state that every student in the state who has a home language other than English and who is identified as an English language learner shall be provided a full opportunity to participate in a bilingual education or English as a second language (ESL) program, as required in the Texas Education Code (TEC), Chapter 29, Subchapter B. To ensure equal educational opportunity, as required in the TEC, §1.002(a), each school district shall:*

- (1) identify English language learners based on criteria established by the state;*
- (2) provide bilingual education and ESL programs, as integral parts of the regular program as described in the TEC, §4.002;*
- (3) seek certified teaching personnel to ensure that English language learners are afforded full opportunity to master the essential knowledge and skills required by the state; and*
- (4) assess achievement for essential knowledge and skills in accordance with the TEC, Chapter 39, to ensure accountability for English language learners and the schools that serve them.*

Impact on Operations and Maintenance:

The Bilingual and English as a Second Language (ESL) Program Manual conveys the integral parts of the total school program. Each program shall use instructional approaches designed to meet the special needs of English language learners as indicated in the goals below. The basic curriculum content of the programs shall be based on the essential knowledge and skills required by the state.

- The goal of the ESL program is to enable limited English proficient students to become competent in the comprehension, speaking, reading, and composition of the English language through the integrated use of second language methods.
- The goal of the Bilingual program is to enable limited English proficient students to become competent in the comprehension, speaking, reading, and composition of the English language through the development of literacy and academic skills in the primary language and English.

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

214-698-2200 Office

214-698-5508 Fax

Strategic Plan Compliance:

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

Legal Information:

The program manual has been reviewed and approved by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor.

Financial Impact/Considerations:

There is no direct fiscal impact.

Performance Impact Measures:

To develop English language proficiency using second language methodology through instruction in listening, reading, and writing in all content areas.

Project Schedule/Implementation:

The program manual will be implemented for the 2017-2018 school year and updated annually as state and federal laws mandate, after Board approval.

Recommendation:

It is recommended that the Academy for Academic Excellence Charter School Board approve the Bilingual and ESL Program Manual to be in compliance with state and federal guidelines for operation. It is furthermore recommended that the Juvenile Board authorize the Director of Juvenile Services or designee to modify any ESL policy and procedures as needed and pending approval by the Juvenile Board at the next scheduled meeting.

Recommended by:



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

Academy for Academic Excellence

Bilingual/ESL Program Manual

Bilingual/ESL Program Manual

Table of Contents

I. Program Vision

- A. Philosophy
- B. Mission
- C. Goals

II. Identification of LEP Students

III. Program Structure

- A. Required Programs
- B. Program Model
- C. Program Design
- D. Curriculum

IV. Staffing and Professional Development

- A. Staffing
- B. Professional Development

V. Evaluation

VI. Appendices

- A. Texas Education Code (TEC) Chapter 89: Adaptations for Special Populations, Subchapter BB: Commissioner's Rules Concerning State Plan for Educating English Language Learners
- B. Texas Administrative Code (TAC), Title 19, Part II, Chapter 74: Curriculum Requirements, 74.4: English Language Proficiency Standards
- C. AAE LPAC forms

Program Vision

Philosophy

At the Academy for Academic Excellence (AAE), we believe all limited English proficient (LEP) students must acquire the English skills necessary for academic success.

Mission

The mission of the AAE ESL Program is to promote and support academic language learning.

Goals

(§89.1201 b, c)

*(b)The **goal of bilingual education programs** shall be to enable limited English proficient students to become competent in listening, speaking, reading, and writing in the English language through the development of literacy and academic skills in the primary language and English. Such programs shall emphasize the mastery of English language skills, as well as mathematics, science and social studies, as integral parts of the academic goals for all students to enable English language learners to participate equitably in school.*

*(c)The **goal of ESL programs** shall be to enable English language learners to become competent in the listening, speaking, reading, and writing in the English language through the integrated use of second language methods. The ESL program shall emphasize the mastery of English language skills, as well as mathematics, science and social studies, as integral parts of the academic goals for all students to enable English language learners to participate equitably in school.*

AAE Goal:

The aim of our ESL program is to develop English language proficiency using second language methodology through instruction in listening, reading, and writing in all content areas.

Identification of LEP Students

In accordance with the Language Proficiency Assessment Committee (LPAC) Framework Manual provided by TEA, AAE follows the necessary processes in identifying Limited English Proficiency (LEP) students within the first 20 school days of enrollment.

The Oral Language Proficiency Test we utilize is the Woodcock-Muñoz Language Survey. Our Norm Referenced Standardized Achievement Test (NRT) is the ITBS. Both tests are part of the list of state approved assessments for ELL identification.

For those entering one of our schools from out of state or country, we begin the process from our initial Home Language Survey. When a student's parent desires to deny services, we meet with them to explain the benefits of the ESL Program. Ultimately, it is the decision of the parent to deny or accept services.

For those entering our district from another Texas school, we acquire the necessary assessment and LPAC identification documentation from their previous school district(s).

At the end of each school year, we utilize the state's standards to determine which ELL students have met qualifications for exit of the ESL program. Per typical standards, students must meet the following criteria to exit:

- State approved assessment that measures oral and written proficiency and specific language skills in English, and;
- Satisfactory performance on the State reading assessment.

Students who have exited the program are monitored for continued success for two years. Their progress is documented and reviewed each year to determine if re-entry is necessary.

Program Structure

Required Programs

(§89.1205 a-f)

Each school district that has an enrollment of 20 or more English language learners in any language classification in the same grade level district-wide shall offer a bilingual education.

All English language learners for whom a school district is not required to offer a bilingual education program shall be provided an English as a second language program as described in subsection (e) of this section, regardless of the students' grade levels and home language, and regardless of the number of such students.

A school district shall provide English as a second language instruction by offering an English as a second language program using one of the two models described in §89.1210 of this title.

AAE provides an ESL (English as a Second Language) program established to provide students with vocabulary and grammatical structures that address the affective (*confidence, self-assurance, and positive identity*), linguistic (*listening, speaking, reading, and writing*), and cognitive (*English in language arts, math, science, and social studies*) needs of English language learners.

Program Model

(§89.1210 g 1-2)

AAE offers English as a second language program and serves students identified as English language learners. In the elementary through middle school grades, teachers are certified in English/Language Arts with an ESL endorsement. These teachers provide English language arts instruction exclusively, while the student remains in a mainstream instructional arrangement in the remaining content areas utilizing Sheltered Instruction Observation Protocol (SIOP) strategies. Instruction may be provided by the English as a second language teacher in a pull-out or inclusionary delivery model. At the high school level, the English language learner receives sheltered instruction in all content areas. A student who has met exit criteria in accordance with §89.1225(h), (j), and (k) of this title may continue receiving services, but the school district will not receive the bilingual education allotment for that student.

Program Design

(§89.1210 e-f)

AAE's English as a Second Language Program provides instruction to develop proficiency in the English language in listening, reading, speaking and writing. This is done while developing academic language

and content knowledge. ESL teachers provide language acquisition strategies through differentiated instruction and flexible grouping of their students based on both linguistic and cognitive levels.

English as a second language/pull-out is an English program that serves students identified as students of limited English proficiency in English only by providing a certified teacher under TEC §29.061(c) to provide English language arts instruction exclusively, while the student remains in a mainstream instructional arrangement in the remaining content areas.

Curriculum

According to Chapter 74.4 of the Texas Administrative Code (TAC) Required Curriculum standards, AAE implements the use of the English Language Program Standards (ELPS) in each content classroom. Teachers incorporate the instruction of the listening, speaking, reading, writing, and learning strategy standards as language objectives, alongside their content objectives, which focus on the Texas Essential Knowledge and Skills (TEKS) standards being taught in each content area. (**§74.4 a-c**)

Staffing and Professional Development

Staffing

(§89.1245 a, d, e)

At AAE, we strive to acquire teachers who are appropriately trained and certified to serve in our ESL program.

In the event we are unable to secure the appropriately certified teachers for our ELL programs, we formally submit our application for a Bilingual exception and/or ESL waiver from the Texas Education Agency (TEA). Currently, we meet the requirements for our staffing needs for ELA/ESL teachers. No waivers needed for 2016-2017 school year. (**§89.1245 b**)

Staff Development

AAE ensures teachers are provided training to all professional staff in areas relative to English as a Second Language. This training takes place during teacher in-service days, faculty meetings and other appropriate times.

Evaluation

The district annually conducts an evaluation to determine program effectiveness. The following factors are considered:

- academic progress of LEP students and exited LEP students;
- assessment results including WMLS, TELPAS, STAAR, norm referenced tests, and end of year tests;
- number of students exited from ESL;
- staff development and results of training for teachers and paraprofessionals; and
- number of certified ESL teachers.

The campus improvement plan includes goals necessary for improving student performance of LEP students based on needs identified by the program evaluation. (**§89.1265 a-d**)

Appendices

A. Texas Education Code (TEC) Chapter 89: Adaptations for Special Populations, Subchapter BB:
Commissioner's Rules Concerning State Plan for Educating English Language Learners

<http://ritter.tea.state.tx.us/rules/tac/chapter089/ch089bb.html>

B. Texas Administrative Code (TAC), Title 19, Part II, Chapter 74: Curriculum Requirements, 74.4: English
Language Proficiency Standards

<http://ritter.tea.state.tx.us/rules/tac/chapter074/ch074a.html#74.4>

C. AAE LPAC forms:

1. ELL Instructional Accommodations
2. LPAC Meeting Roster
3. LPAC Meeting Minutes
4. LPAC Review Documentation
5. Parent Notification of Enrollment/Continuation (E/S)
6. STAAR eligibility forms
7. PEIMS Change Form
8. LEP Student Initial Checklist
9. Student ESL Folder Order/Checklist
10. Transfer Request Documentation

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2017 - XXX

DATE: May 22, 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 22nd day of May 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, the Texas Education Code (§89.1201.Policy) provides adaptations for special populations and the Texas Education Agency Commissioner's ruling concerning a plan for educating English Language Learners:

(a) It is the policy of the state that every student in the state who has a home language other than English and who is identified as an English language learner shall be provided a full opportunity to participate in a bilingual education or English as a second language (ESL) program, as required in the Texas Education Code (TEC), Chapter 29, Subchapter B. To ensure equal educational opportunity, as required in the TEC, §1.002(a), each school district shall:

- (1) identify English language learners based on criteria established by the state;*
- (2) provide bilingual education and ESL programs, as integral parts of the regular program as described in the TEC, §4.002;*
- (3) seek certified teaching personnel to ensure that English language learners are afforded full opportunity to master the essential knowledge and skills required by the state; and*
- (4) assess achievement for essential knowledge and skills in accordance with the TEC, Chapter 39, to ensure accountability for English language learners and the schools that serve them; and*

WHEREAS, the Bilingual and English as a Second Language (ESL) Program Manual conveys the integral parts of the total school program. Each program shall use instructional approaches designed to meet the special needs of English language learners as indicated in the goals below. The basic curriculum content of the programs shall be based on the essential knowledge and skills required by the state.

- The goal of the ESL program is to enable limited English proficient students to become competent in the comprehension, speaking, reading, and composition of the English language through the integrated use of second language methods.

- The goal of the Bilingual program is to enable limited English proficient students to become competent in the comprehension, speaking, reading, and composition of the English language through the development of literacy and academic skills in the primary language and English; 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 assisting with academic growth; and

WHEREAS, the program manual has been reviewed and approved by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor; and

WHEREAS, there is no direct fiscal impact; and

WHEREAS, to develop English language proficiency using second language methodology through instruction in listening, reading, and writing in all content areas; and

WHEREAS, the program manual will be implemented for the 2017-2018 school year and updated annually as state and federal laws mandate, after Board approval; and

WHEREAS, it is recommended that the Academy for Academic Excellence Charter School Board approve the Bilingual and ESL Program Manual to be in compliance with state and federal guidelines for operation. It is furthermore recommended that the Juvenile Board authorize the Director of Juvenile Services or designee to modify any ESL policy and procedures as needed and pending approval by the Juvenile Board at the next scheduled meeting.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approves the Academy for Academic Excellence Bilingual and English as a Second Language (ESL) Program Manual for 2017-2018.

DONE IN OPEN BOARD MEETING this 22nd day of May, 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

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



EXECUTIVE SESSION VIII.