



DALLAS COUNTY JUVENILE BOARD

Agenda

Monday, June 26, 2017 5:00 PM

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

FILED  
2017 JUN 20 PM 3:01  
COUNTY CLERK  
DALLAS COUNTY

- I. Call to Order
- II. Approval of Minutes  
May 22, 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. Budget Retreat Reschedule
  - D. Renewal Application to Continue Participation in USDA National School Lunch/Breakfast Program for School YR 2017-2018
  - E. Juvenile Processing Offices – Dallas County Community College District Police Department and Seagoville Police Department
  - F. Approval of a Memorandum of Understanding with Child and Family Guidance Center Safety Net Program
  - G. Licensure Renewal as Functional Family Therapy Provider with Functional Family Therapy LLC
  - H. Application of Licensure of Letot Residential Treatment Center- Residential Drug Treatment
  - I. Juvenile Detention Alternative Initiative Coordinator Professional Services Contract Renewal
- VI. Discussion Items – Academy for Academic Excellence (AAE) Charter School
  - J. Charter School Update
- VII. Action Items – AAE Charter School
  - K. Interlocal Agreement between Dallas County Sheriff’s Department and Academy for Academic Excellence
- VIII. Executive Session - Juvenile Department

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

- Contracts
- Litigation
- Personnel:
- Security

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, 305<sup>th</sup> District Court  
Chairman, Dallas County Juvenile Board



# APPROVAL OF MINUTES

II.

MINUTES OF MEETING DATE: May 22, 2017

DALLAS COUNTY TIME: 5:11 p.m.

JUVENILE BOARD

PLACE: Lyle B. Medlock Residential Treatment Center  
 Multipurpose Room  
 1566 E. Langdon Rd.  
 Dallas, Texas 75241

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

MEMBERS ABSENT: Judge Andrea Martin  
 Judge Ken Molberg

The Dallas County Juvenile Board meeting was held at the Lyle B. Medlock Residential Treatment Center, in the Multipurpose Room. At 5:11 pm Judge Cheryl Lee Shannon, Chairman noted there were not enough members present for a quorum and instructed those who were there that the meeting would start with Discussion Item A -the Director’s report and once the quorum was met she would call the meeting to order.

**I. Discussions Items-Juvenile Department**

**A. Director’s Report** Dr. Smith began by informing the Board that Ms. Shannon Wells, Administrative Analyst for the Education Department was the employee of the month for April. She recognized Mr. Dennis Crosby for twenty- five years of service with the Juvenile Department and mentioned that he lateraled from District 7 supervisor to District 4.

- Commissioner Price asked Dr. Smith for the number of vacancies in the Juvenile Department. Dr. Smith replied there are 1008 total positions with 885 filled as of today. She added the highest number of employees on staff at one time has been 924. Commissioner Price stated there are less youth; Dr. Smith agreed there are less youth but added there are more programs. He then asked of the one thousand positions budgeted for the Department are the remaining unfilled positions needed for the department. Commissioner Price asked for a report that compares the need for the current staff to the number of youth that are currently in the system. Dr. Smith replied the Department has not had a need to fill the remaining position as the numbers have steadily decreased since 2011. She added that with the decrease in numbers staff has been reassigned to work the 6 newly implemented programs. Commissioner Price asked for a detailed report to reflect the programs, the statistics, and the number of kids per probation officer. Dr. Smith continued by stating the Department continues to provide services for the youth, Community Service Restitution, Ms. Janet Reynolds is scheduled to return, and work with the youth in the Art program, volunteers continues to help the youth in all of the facilities.

- Commissioner Price directed the Board's attention to the section of Psychological Services. He asked for the total number of staff assigned to psychological services. Dr. Pita answered 81 including support staff, 71 psychologists Master's level or beyond. Commissioner Price asked how many children are assigned to psychological services. Dr. Pita answered that he was not certain, and Dr. Smith informed the Commissioner the breakdown information was a part of the reports she previously sent to him. Judge Shannon interjected we sent the numbers last week. Dr. Smith continued with Director's report, stating that programing and activities continue at each facility. Commissioner Price stated, in regards to the certification of the Medlock Residential Treatment Center, what is the total number of staff for Medlock. Ms. Marilyn Boss, Superintendent for the Lyle B. Medlock Residential Treatment Center answered, there are eleven positions that have been vacant for approximately two months. Commissioner Price then stated that Medlock has the highest compensatory time per staff in the enterprise, and asked Ms. Boss if she was aware of that. She replied no. He asked if there is enough staff to ensure both the youth and staff safety. Ms. Boss replied no, not at this time. He then asked a two-part question. He asked if there are enough people in terms of supervision so the youth can sleep in beds, and if the staff had used the multipurpose room as a place for youth to sleep. Ms. Boss replied yes. Commissioner Price then asked if the youth had slept on the floor, and if not where. Ms. Boss replied they did not sleep on the floor; they slept on their mattress. Commissioner Price asked Ms. Boss, what was the reasoning behind having youth sleep in the multipurpose room on mattresses? Ms. Boss stated at the time there was not enough staff coverage. He then asked if there were enough supervisors from the position of both staff and young people. Ms. Boss replied every shift has a supervisor. He then inquired about the absence of a shift supervisor. Ms. Boss explained there is a training supervisor who is not assigned to a specific shift would step in to cover the shift; she also stated there is a night supervisor. Commissioner Price reiterated the question, "Do you have enough supervisors?" Ms. Boss replied no. Dr. Smith added that she believes the shortage came about two months ago and since then the Department has hosted a job fair on April 15, 2017. She stated out of that job fair 125 people showed up, and of the 125, there are 40 Candidates of interest in the pipeline we are trying to get hired. Commissioner Price then stated the Juvenile HR Department takes the longest time to hire than any other department in the county. Dr. Smith explained there are many variables to the hiring process that can delay hiring. She also explained that she has been in constant conversations with Mr. Urmit Graham, Interim Director of Human Resources regarding assistance with the hiring process in an attempt to streamline the process, to include giving them a position at the juvenile department for an employee to be housed. Commissioner Price then expressed the fact that due to the long process; we are losing possible candidates of interest. Judge Shannon asked if the lion's share of the problem was with the Juvenile HR or the county's HR process. Commissioner Price responded of all the Departments in the county, the hiring process is the same, but for some reason it takes the Juvenile Department the longest to get individuals hired. He added the Department has a 20% turnover rate as opposed to the Sheriff's department that has a 13% turnover rate and the national average is 15%. Dr. Smith offered that she pulled the turnover statistics for the Department from 2014-2016 and the Department is within the national average with a 15% rate based on calendar year. Commissioner Price reminded Dr. Smith the Department authorizes on fiscal year, which would account for the difference in reporting.
- At 5:23 p.m., Judge Shannon stated for the record we have a quorum and have had a quorum for the last few minutes.
- Judge Amber Givens arrived at 5:16pm, Judge Andrea Plumlee arrived at 5:18 pm, and Judge Paula Miller arrived at 5:21 pm.
- Judge Miller asked if the calculations still included the lateral moves and promotions. Dr. Smith answered no, and explained that according to HR they fixed that part, and offered that could also

be the difference in the reporting it is 15% for 2014, 2015, and 2016 that she had verses the report obtained by Commissioner Price.

- Commissioner Price restated there is not sufficient staff at Medlock right now to ensure supervision and demand the safety for both youth and staff. He continued by stating the Board is to vote on certifying Lyle B. Medlock Residential Treatment Center. Based on the recent actions of youth sleeping on the floor due to insufficient staffing issues; and asked the Board to consider not re-certifying the facility until there is sufficient staff in place for the typical length of stay for the STARS and EPIC programs. Commissioner Price stating we are not in a position to certify with youth sleeping on the floor.

Judge Plumlee asked if there is a protocol in place relative to staff/youth ratio and asked in regards to the shortage of staff, are we still operating within compliance standards. Dr. Smith replied that in terms of 1 to 12 during waking hours and 1 to 24 at night, it complies with TJJ standards. Judge Plumlee then asked who is responsible for ensuring that there is a sufficient amount of staff availability to safeguard the youth. Dr. Smith answered Ms. Boss. Dr. Smith asked Ms. Boss to inform the Board as to why the youth were sleeping in the Multipurpose Room. Ms. Boss reiterated that particular day they did not have sufficient staff to meet ratio, so they moved the youth to remain in compliance. Judge Clay Jenkins then asked the question, how can we the Board certify the building knowing kids are sleeping on the floor. Dr. Smith answered for the particular situation the youth were moved inside the room in order to maintain compliance. Judge Jenkins asked if moving the youth to this location happens on a regular basis or just for this particular day. Ms. Boss stated it happened for a couple of months, but is no longer happening and added it did not happen every night. Commissioner Price then offered the Juvenile Department has a 16% rate of employees on FMLA, Medlock is down 11 people, and reiterated the extended amount of time that it takes to get candidates hired is the longest in the enterprise. Dr. Smith added the hiring process has many components such as collection of paperwork (transcripts) from the candidate, fingerprinting, background check, and Child Abuse Registry are the different clearances the department has to have unlike the Sheriff's Department. She added that of the forty applicants in the hiring cue, twenty have gone downtown to complete the arduous process. Judge Shannon asked if there is some information to substantiate that the hiring process across the board is the same. Mr. Ryan Brown answered and stated that in regards to hiring process, both the Juvenile and Sheriff's department require a psychological exam, background investigation, along with the physical examination, which could at times be a lengthy process. Mr. Brown concluded that due to the length of the process, there have been candidates who eventually find other employment. Commissioner Price compared the Sheriff department's HR to the Juvenile's HR department and stated the Sheriff's department has fewer vacancies than juvenile due to management. He then stated in regards to the Juvenile Department's HR, "This ship is without a rudder". He continued by stating that every management meeting with the Sheriff's department includes the Sheriff's department HR representative along with the county's HR representative. He also mentioned the Sheriff's department is the largest department in the county and has fewer vacancies than juvenile. Judge Shannon asked if the HR process needs reevaluating. Dr. Smith informed the Board that when she began her tenure with the Department, HR was a part of the Juvenile Department, and Commissioner Price along with Dr. Mattie Taylor thought it best to put the juvenile hiring piece under HR. Commissioner Price stated that move was to fix HR problems and to replace personnel and because of the move, the Juvenile Department made advances at getting applicants hired in a timely manner, and now the pipeline has gone bad. Judge Jenkins interjected and asked for the due date for certifying Medlock. Dr. Smith replied June 2017. Judge Jenkins then stated there are major concerns with youth sleeping on the floor; however still being in compliance, why is there a need to certify today. Commissioner Price pointed out the deadline for certification is June 17, 2017. Judge Plumlee then asked for clarification on compliance. She stated that the purpose for not certifying Medlock today is due to staffing issues, but based on the information brought forth today, they are and have been in compliance throughout the shortage in staff; but today that is not the issue. Commissioner

Price stated it is still the issue. Judge Plumlee asked Ms. Boss when the last situation occurred where the youth had to sleep in the multipurpose room; and what if anything has changed since that time. Ms. Boss answered, April 19 and what changed is four additional staff were hired, and some employees have returned from FMLA status. She added that in turn the comp time has gone up due to having to keep staff over; however all employees remaining under 240 hours, she concluded do to having less youth at Dallas County Youth Village, staff from Youth Village are used to fill in for the Medlock shortage. Judge Shannon interjected and asked the Board to allow Dr. Smith to finish the Discussion Items, and they could resume discussions about this particular issue during the Action Items. Judge Jenkins then stated he wanted to give Dr. Smith an opportunity to share her thoughts as to why Board should certify.

## II. Call to Order

At 5:23 pm, Judge Shannon interjected and informed the Board Judge there were enough members present for a quorum and called the meeting to order.

## III. Approval of Minutes

Judge Shannon asked for a motion to approve the minutes of the April 24, 2017 meeting.

- Judge Miller moved to approve the minutes, Judge Jenkins seconded, and Commissioner Price abstained from voting due to his absence; Motion passed.

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

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

### B. JJAEP Quarterly Report

Dr. Smith stated the youth participated in STAARS testing in the month of April and staff received additional training in reference to interacting with youth during the time of testing. She pointed out the fifth six weeks ended on April 21, 2017 and the last day of regular school is June 1. Commissioner Price asked for clarification as to whether Dr. Smith was referencing the STARS program, and she clarified by stating the students took the STAARS exam in April. Dr. Smith also informed the Board that she continues to have discussions in regards to the discretionary and mandatory referrals.

- Commissioner Price asked Dr. Smith if she had met with Duncanville Superintendent, who is also Dr. Smith, and if the referrals had gone down. The Director responded that she had met with Dr. Marc Smith, Superintendent of Duncanville ISD, and had meetings with Chief Robert Brown of the Duncanville Police department in February and concluded that the discretionary referrals may have gone down with discretionary referrals.

## V. Action Items –Juvenile Department

- Judge Shannon informed the Board that at this particular time there would normally be a tour of the facility, but because it is not on the agenda as a tour, it would be the pleasure of the Board as to whether a tour was necessary, as it is not mandatory. She also mentioned that if the Board decided to tour, the agenda would have to be suspended.
- Commissioner Price moved to suspend the agenda, Judge Jenkins seconded. The motion passed unanimously.

- Judge Shannon then informed the Board to begin with Action Item E. the Recertification of Lyle B. Medlock Residential Treatment Center. Judge Jenkins asked to have the discussion of Medlock before touring the facility.
- Judge Amber Givens-Davis left the meeting at 5:34 pm, leaving a quorum intact.

**E. Recertification of Lyle B. Medlock Residential Treatment Center**

Commissioner Price asked to begin with the description of the program. He then questioned if any youth had been in the program longer than the 6-9 months required time limit and if so, how many in the Enhancing Positive Identity and Choices (EPIC) program alone. Dr. Smith replied yes, but Ms. Boss corrected her and informed the Board that none of the EPIC youth extended past 300 days. Commissioner Price then inquired about the Successful Thinking and Responsible Sexuality (STARS) program, which is a 9-12 month program. Judge Shannon inputted that the STARS program could sometimes take up to 18 months in residency and the rest of the time in Outpatient therapy. He then questioned if any residents have been at Medlock for almost two years. Ms. Boss explained there is one youth who has been there for an extended amount of time due to placement issues. His parents would not cooperate with the Department and refused to allow him back into the home, because the victim was still in the home. She stated that it was not until recently the parents relented and took the youth back into the home. Commissioner Price then asked how many youth had been there for over 18 months. Ms. Boss stated she could not give exact numbers as to how many, but offered to provide the Board with the missing information. She continued by saying that any youth that extends the time parameter is usually a STARS resident and there are many variables that could prohibit those youth from being released. Judge Shannon interjected and explained the program is set up for 18 months and at the 18<sup>th</sup> month, the Department begins to look at aftercare planning and if the victim is in the home, placement options. Judge Shannon continued by stating there have been situations when the parents are unable to find alternative housing for the youth when the victim is still present in the home and some parents are simply unwilling or unable to take the child back or make alternative arrangements.

Commissioner Price then addressed the Chairman and stated you were the recipient of the concerns that I have regarding the Sex Offenders program and wanted to know her take on the matter. Judge Shannon stated for the record Commissioner you did not give any specifics in the email regarding the Sex Offender Program in the email, so I am not sure of any specifics. Commissioner Price noted what he said in the email was, "What we have on the campus has been alleged that young people in that program acting out in a way that is universally known." Dr. Smith replied, I said specifically, "if you are talking about the youth and their polygraph test, yes I am aware of that." Dr. Smith added that is all that she answered to, as she did not get anything else. Commissioner Price then stated he was talking about the kids who have engaged in behavior while on this campus with one another. He then asked for clarity if it had occurred or not. Ms. Boss stated, yes that behavior did occur. Commissioner Price then stated that he was trying not to be specific and speak in global terms, and say to the Department that, "You are not minding the store, whether it be escapes, the children acting out, or the kids sleeping on the floor, it's out of control!" Dr. Smith stated, "Commissioner, I appreciate your perspective and I respectfully disagree." She continued by saying, kids act out especially our Sex Offenders kids, which is why they are in the program to get help. Commissioner Price stated the surge of complaints that he has received as of late has not happened before. He asked Ms. Boss, in your seven-year tenure here, have you had kids in the program acting out in this manner. Ms. Boss replied yes kids have acted out while in the Sex offenders program in the past, but in that particular situation there were more of them, there were about five different youth involved. Dr. Smith then stated for the record that when she answered the question, she specifically asked the Commissioner if he were referring to the polygraph and if you were talking about any other issues there was no specificity regarding anything else in the email. Commissioner Price then stated that polygraph never entered into his mind, he was talking about kids acting out on this campus. Dr. Smith reiterated, she did not have the specificity regarding the issue the Commissioner is referring to now. He

responded by stating, the Superintendent does. He emphatically asked, "Who is minding the store?" He offered to the Board the information had come from a parent. Judge Jenkins asked had there been an increase in the occurrences in recent times as oppose to past occurrences. Judge Shannon asked if this was a more profound incident than that of the past; and have the more profound incidents been occurring on an increased level, or was this a one-time profound incident. Ms. Boss replied a one-time incident. Ms. Boss informed the Board that penetration had not occurred it was touching and looking. Judge Shannon asked would it be a misstatement to say there has been an increase in the kind of issues that are being raised or that this particular incident although profound does not constitute an increase in inappropriate behavior for those youth in treatment. Ms. Boss replied correct, and with this particular incident, there were five youth involved. Judge Plumlee asked for clarity on the amount of kids involved. Ms. Boss explained there were two sets of two in one incident and one group of three youths involved in another incident. Judge Miller asked if the number of incidents had increased over the years; if not is it the same or less.

Ms. Boss responded that she was not sure, but if she had to guess, they are about the same. Commissioner Price expressed that if the amount of incidents is the same that is even worse than the current situation. Judge Miller wanted to know if there is a way to prevent these types of situations from happening. Ms. Boss explained, there are many accusations of looking and touching made, but after investigation, there is usually no validity to the claim. Judge Miller then painted the picture of youth in the hallway making contact whether verbal or physical without staff seeing, and asked if that were possible. Commissioner Price asked Ms. Boss, if the allegations discussed happened in the hallway. Ms. Boss answered no. Judge Miller said taking the line incidents out of the equation and go to the "real incidents", which she referred to as an attack, asked, are these incidents more frequent, less frequent or the same. Ms. Boss stated they less frequent and for the record that "attack" is a strong word, but said the recent incidents were consensual. Judge Shannon interjected and warned to be careful of the language used and talking about specifics regarding the incident. Commissioner Price stated that's why in my email I used general verbiage rather than be specific, Judge Shannon then stated to the Commissioner that the term used in his email was along the lines of "sexual shenanigans" and she had no idea what that meant. Judge Miller repeated her question of, is there a way to prevent these types of actions from taking place. Judge Craig Smith said to the Board the answer has to be yes. Ms. Boss agreed there is a way to prevent this from happening. Judge Miller then asked why the prevention had not taken place. Ms. Boss responded by saying the incidents took place in the multi while they were short staffed, and emphatically told the Board they are no longer allowing youth to sleep in the multipurpose room. She stated the youth are back in the dorms. Judge Miller asked does inappropriate behavior happen when the kids are in the dorms and if so how. Ms. Boss replied the ratio is one staff to twelve youth and one staff literally cannot see everything that is going on. She added there are measurements put in place, but the kids are slick and sometimes get past the watchful eye of the staff. Judge Shannon asked Ms. Boss for clarity, in the seven years that you've been here, when Medlock is fully staffed, children are not sleeping in the multipurpose room has the number of incidents been about the same over the years. Ms. Boss replied, "I can't say 100%, but I want to say no." Judge Shannon asked so in this one particular arena or timeframe is that an anomaly for that timeframe, Ms. Boss replied yes. Judge Shannon acknowledging that children in the sex offender program are there for treatment for these types of behavior will act out in some way as they progress through treatment. She stated those are the behaviors that our treatment program is designed to impact. She asked is there a way to find out if the number of incidents happening in our program exceeds the number of incidents in other treatment programs treating the same types of behavior to see if we are faring about the same or if we are off the mark in terms of treatment. Dr. Smith replied the Department would get the information from TJJD and provide the Board with it. She continued by saying the Department has decided to move the Sex Offenders from Medlock to detention so they can have single cells and that was one of the things we have identified and talked about for some time now, this move will also better allow supervision to improve. Commissioner Price inquired if the staff was also moving to detention and wanted to know how does it affect the staff in detention. Dr.



Smith explained the staff is non-transferable and informed the Short Term Adolescent Residential Treatment (START) program will go to Medlock. Commissioner Price noted Medlock has 69 staff to 76 youth in population and Detention including START has 276 youth in population to 247 staff asked how many youth are in each program. Dr. Smith reported there are 38 youth in START and 33 in STARS. Commissioner Price wanted to know if the population changes does Medlock staff increase. He asked if the STARS population a more difficult program and if not then why the move. Dr. Smith explained the move covers not having the youth in an open bay area during nighttime hours, by putting them in single cells for that population. Commissioner Price asked how long has the STARS program been in existence and wanted to know why up until now this program population has not been in detention with the single cells. Dr. Smith explained the program was originally in detention and they moved it to Medlock and now she wants to move it back. Commissioner Prices asked for the year of the move, and Ms. Boss stated 2009. Judge Jenkins asked for clarity about the move as to if the Board agrees to the move of the STARS program to detention and the START program to Medlock. Commissioner Price stated that was an Administrative call. Dr. Smith reminded the Board the projected moves were presented to the Board last year along with the moves of all the Girls moving to Letot. Judge Shannon asked the Board its pleasure in regards to touring the facility. Judge Jenkins asked if there were any other; information needing discussing that would be relevant to the decision of re-certifying Medlock. Dr. Smith stated the configuration of the building has not changed so there is no way to say focus on a particular program, Commissioner Price interjected by saying it is not the building that is in question, it's the lack of sufficient staff. He continued by stating he would not support the Board's decision to certify Lyle B. Medlock Residential Treatment Center knowing they don't have sufficient staff. Dr. Smith stated according to Ms. Boss the youth haven't had to sleep in the multipurpose room since April, the problem has been addressed and rectified and new staff are being hired. Commissioner Price asked if there were enough supervisors on hand, differentiating between supervisors and staff. Ms. Boss stated there are six supervisors currently, but that she did not have enough. Dr. Smith asked if she had any vacancies for supervisors and if she needed to hire more. Commissioner Price asked Ms. Boss if two supervisors go out, how it would affect day-to-day operations. Ms. Boss explained that Mr. Joe Miranda, Manager over the Supervisors steps in, as well as other supervisors have to work extra hours. Dr. Smith stated that if the Board approves of hiring another supervisor in regards to the budget, then hiring more supervisors would not be a problem. Commissioner Price replied it is not about budget it is about management saying, that as a result of the kids and the staff, based on turnover and FMLA. He then addressed Mr. Miranda by asking if he had enough supervisors. Mr. Miranda replied no and added that if two supervisors went out they would be struggling to cover the building. Judge Shannon asked for the numbers from the last TJJD monitoring report. Ms. Boss explained the Department is no longer scored through the report. Judge Shannon then asked during the Ombudsman visits, had the facility received any non-compliance citations. Ms. Boss answered no. Commissioner Price argued that although the kids are no longer sleeping on the floor, there are still issues with insufficient supervision, and went on the record as opposing the recertification of the Lyle B. Medlock Residential Treatment Center. The Board declined to tour the facility.

- Judge Shannon stated the Board would take up the Action Item E- Re-Certification of Lyle B. Medlock Residential Treatment Center Post-Adjudication Secure Facility. This issue is whether the facility is suitable for the confinement of children. Commissioner Price interjected, "the confinement and safety", Judge Shannon replied specifically the Family Code states the confinement of children, Commissioner Price then argued that safety is implied in the confinement. Judge Shannon acknowledged the specific program in question of safety is the STARS program and repeated the question, does the Board deem the facility suitable for the confinement of our youth.

- Judge Jenkins stated there are issues with filling vacant positions, and the lack of supervision, although we are in compliance. He asked the Director if it is fair to say that once the vacancies are filled the facility would be in a stronger position to offer better supervision. Dr. Smith replied absolutely. He then asked for clarity if the Department is asking the Board to approve the facility today pending the hiring of more staff and asked what is a fair amount of time to have the facility fully staffed. Dr. Smith replied I am hoping by the end of June Medlock should be fully staffed. Judge Jenkins asked is it fair to say the department will be at X by July 1' 2017, she replied yes, it is. Dr. Smith continued by saying as part of the issue suitable or unsuitable for the confinement we have not had any citations for being out of compliance in any area. She stated it may not be the ideal situation, but it was a judgement call that they had to make in order to maintain compliance and safety for the kids and staff. Judge Plumlee asked the Director is it your belief that by July 1 the facility is going to be fully staffed. The Director replied they have 11 vacancies, there are other components, and I can't tell you where they are. I don't want to be tied down to a date when it relies on so many other people; it relies on the employees, HR, the training schedule, there are a lot of moving pieces to this, but it is our goal.
- Judge Shannon called for a motion to Re-Certification of Lyle B. Medlock Youth Treatment Center Post-Adjudication Secure Facility. 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.
- Judge Craig Smith moved to recertify the Lyle B. Medlock Residential Treatment Center Post – Adjudicated Secure Facility, Judge Plumlee seconded. Commissioner Price opposed. The motion passed 5 to 1.
- Commissioner Price stated, "I want the record to be generated so that I can forward it to TJJD."

### **C. Juvenile Budget Retreat**

Dr. Smith informed the Board that in the November 28, 2016 meeting the Juvenile Board meeting calendar was established for the 2017 year. 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.

- Judge Plumlee, Judge Jenkins, and Judge Miller had conflicting schedules on June 17, 2017. After discussing the date and attendance, Commissioner Price stated this retreat is needed, as it is clear there are things going on in the Department the Board is not aware of. The Board decided June 10, 2017 would be the new date with the same time of the retreat. The Chairman noted that due to the change of date the Order would also have to reflect the change.
- Judge Plumlee moved to accept the Budget Retreat to take place on June 10, 2017 from 9 am - 12pm, at the Henry Wade Juvenile Justice Center, Judge Smith seconded. The motion passed unanimously.

**D. Juvenile Processing Office- Dallas County Sheriff's Department.**

Dr. Smith began by stating 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.

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 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.

- Judge Plumlee moved to approve the Juvenile Processing Office Rooms C3-6 and C3-7, located at the Frank Crowley Courts Building, 133 N. Riverfront Blvd., Dallas, Texas 75202. Judge Miller seconded. The motion passed unanimously.

**F. Approval of the 2017 Lyle B. Medlock Residential Treatment Center Policy and Procedures**

Dr. Smith began by informing the Board there were some changes in TAC 341 and 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.

- Commissioner Price asked if the Board was adhering to all the policy and procedures, concerning the center. Ms. Boss answered yes. Judge Jenkins asked Ms. Boss is there any factors that would deem the facility out of compliance. Ms. Boss said we have no known out of compliance systemic issues.
- Judge Jenkins moved to approval of the 2017 Lyle B. Medlock Residential Treatment Center Policy and Procedures, Judge Plumlee seconded. The motion passed unanimously.

**G. Physical Modification required to operate the Letot RTC as a Secure Residential Facility (Amended).**

Dr. Smith stated this is an amendment of the approval of the funds made in the November 2016 meeting. They are in the process of finishing and are requesting an additional \$16,497.54 to be able to complete it. The additional funds are needed for the 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. Dr. Smith added Mr. Ryan Brown and Ms. Carmen Williams, Budget Supervisor for the Juvenile Department have approved the funds.

- Commissioner Price asked where the funds are coming from, and why are additional funds needed. He stated that Sology had previously quoted the Department a price, so what changed. Mr. Armwood explained the wooded doors would have to be replaced with steel doors to ensure the youth could not escape and card readers would have to be installed in order to gain access to the doors. Dr. Smith explained the steel doors and card readers were not included in the original estimate. Commissioner Price asked for a copy of the first estimate and asked Mr. Armwood if he perused the contract enough to know that what they are now asking for was not included in the initial estimate. Mr. Armwood stated it was the Department's decision to change out the doors from wooden to steel and to use card readers for access, not that of Sology. He added that he called Chief De La Santos and he did come out and approve the changes.

- Judge Miller moved to 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, Judge Plumlee seconded. Commissioner Price opposed. The motion passed 5 to 1.

**H. Approval of Memorandum of Understanding with Big Thought Utilizing Creative Solutions for the Juvenile Justice Alternative Education Program Summer Camp FY17**

Dr. Smith began by stating it is recommended that the Juvenile Board approve the Memorandum of Understanding with Big Thought for the JJAEP Summer Camp. 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.

The Dallas County Juvenile Department agrees to allocate funds for \$2,245 from Grant S (Funding Source 466-07128) to support Big Thought's Creative Solutions Program initiatives at 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.

- Judge Smith moved to approve the Summer School 2017 for Juvenile Justice Alternative Education Program with a cost not to exceed \$2,245, Judge Miller seconded; Motion passed unanimously.

**I. Juvenile Justice Alternative Education Policy and Procedures**

Dr. Smith stated it is recommended that the Dallas County Juvenile Board approve the Juvenile Justice Alternative Education Program (JJAEP) Policies and Procedures 2017-2018 with changes to the policy that include report to duty assignments for all staff and updated dates, per the requirement of TAC 348.1.01.

- Commissioner Price asked if all the policies and procedures are being adhered to. Dr. Smith asked Ms. Ramos, Deputy Director of Education if the school had received any citations for non-compliance. Judge Jenkins as if she was aware of any systemic issues or non-compliance, Ms. Ramos answered no.
- Judge Plumlee moved to approve the JJAEP policy and procedures for 2017-2018, Judge Miller seconded; Commissioner Price opposed. Motion passed 5 to 1.

**J. Juvenile Justice Alternative Education Student Code of Conduct**

Dr. Smith stated the list of changes include formatting, revision of dates, and the calculations of successful dates according to the Texas Education Agency (TEA) chapter 348 of the TJJD standards for youth expelled from their home school.

Dr. Smith then stated 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.

- Judge Miller moved to approve the Dallas County Juvenile Justice Alternative Education Program Student Code of Conduct for the 2017-2018 school year. Judge Plumlee seconded; Motion passed unanimously.

**K. Juvenile Justice Alternative Education Program Memorandum Of Understanding with Region 10 and 14 Independent School Districts**

Dr. Smith stated it is recommended the Dallas County Juvenile Board approve the JJAEP Memorandum of Understanding with Region 10 Education Service Center and the fourteen (14) ISD's for the 2017-2018 school years. They have listed changes to some of the dates and included new language.

- Judge Plumlee moved to approve the JJAEP MOU with Region 10 and 14 Independent School Districts, Judge Miller seconded; Motion passed unanimously.
- Commissioner Price asked Ms. Caruthers, Legal Advisor to the Juvenile Department if she had any reservations regarding the MOU's with Region 10 and the 14 ISD's. She answered no.
- Judge Shannon entertained a motion to recess as AAE
- Judge Plumlee moved to recess as AAE, Judge Paula Miller seconded; Motion passed unanimously.
- Judge Miller moved to reconvene as the Dallas County Juvenile Board, Judge Plumlee seconded; Motion passed unanimously.

**L. Amended Dates for the 17th Annual Conference on the Treatment of Juveniles w/Sexual Behavior Problems for June 1-2 2017.**

- Judge Shannon noted that items L and M, are items that were rescheduled from the last Board meeting. The Chairman informed the Board there would be a combined vote for both items.

Dr. Smith affirmed that in fact Items L and M are the action items that were rescheduled from the previous Board meeting due to some unforeseen circumstances regarding the speaker for the conference. Dr. Smith then asked the Dallas County Juvenile Board to approve the Juvenile Department's request to host the re-scheduled 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.

**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 w/Sexual Behavior Problems for June 1-2 2017.**

Dr. Smith stated it is recommended the Dallas County Juvenile Board approve the Professional Services Agreement between Dallas County Juvenile Department and Dr. George Leibowitz. Expense include \$1,300/day – speaker's fee, 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.

- Judge Jenkins moved to approve action items L and M, Judge Smith seconded; Motion passed unanimously.

**N. Recidivism and Juvenile Justice Youth: A study on the factors Correlating w/Recidivism Rates and Juveniles in Detention and on Probation-University of Texas at Arlington.**

Dr. Smith informed the Board the study being proposed is called “Recidivism and Juvenile Justice Youth: A Study on the Factors Correlating with Recidivism Rates and Juveniles in Detention and on Probation. She named Dr. Norberg and Ms. Whitney Hunt as authors of this study and explained this study is a collection of secondary data and they would be examining data from January 1, 2015 –December 31, 2015 and should there be a need for more data they would use data from January 1, 2016- December 31, 2016. Both were present for questions from the Board. Dr. Smith asked the Dallas County Juvenile Board to 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”.

- Commissioner Price asked Ms. Whitney Hunt to identify herself and explain to the Board her plans for collecting the data. Ms. Hunt informed the Board she is a graduate student at UTA and stated she would like to use this data to assist anyone who would need it for research at the University and for Dallas County.
- Judge Miller moved to approve 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”, Judge Jenkins seconded. The motion passed unanimously.

**O. Recommendations for FY2017 Contract Award for Residential Services Providers RFP No. 2017-018-6642**

Dr. Smith stated there were 19 proposals 16 met the requirements and 3 didn't. She stated It is recommended that the Dallas County Juvenile Board approve the outcome of the RFP No. 2017-018-6642 process. These proposals will receive an automatic renewal for 3 additional 12 month periods. 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.

- Judge Shannon asked for clarity on which proposals would be getting the automatic renewals. Dr. Smith explained the 16 that met the requirements. Commissioner Price asked how often Glenn Mills is utilized. Both Judge Shannon and the Director agreed it rare. Dr. Smith stated that for the record it is not the decision of the Department to utilize that particular placement. it is the choice of the courts.
- Judge Shannon explained to the Board that typically there is a request made by the State and many times from the respondents' counsel to consider placement at Glenn Mills. She continues with there have been parents who support placement at Glenn Mills as well. She stated for the record it is always an outside request for placement at Glenn Mills and never the choice of the Juvenile Department. Judge Shannon expressed it is always the Departments preference to utilize our in-house programs before sending youth outside. Judge Shannon went on to say the goal of the Department is to maintain a variety of options when it comes to placements, just in case the desired placements are not available.
- Judge Miller moved to 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, Judge Smith seconded;

- Commissioner Price opposed specifically to the utilization of Glenn Mills as a placement, (5-1 vote) but accepted the motion for all other placements (6-0). The motion passed.

**P. Recommendations for FY2017 Contract Award for Non-Residential Service Providers RFP No. 2017-019-6643**

Dr. Smith stated there were twenty-two (22) proposals that 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. 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. Dr. Smith asked the Board to 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.

- Commissioner Price asked for clarity on asking for 3 additional 12 months periods. Dr. Smith stated it is submitted that way so that the Department does not have to continue to go after RFP's. Commissioner Price asked Ms. Caruthers if each year the contract is brought back for review. Ms. Caruthers explained that each year the contract is brought back for review and if there are no issues it is automatically renewed. Ryan Brown assured the Board the contracts are in fact reviewed every year. Commissioner Price explained the verbiage in the request does not clarify each contract. He also informed the Board that Purchasing would be looking closer to the contracts.
- Commissioner Price moved to approve the outcome of the RFP No. 2017-019-6643 process with the clarification that each contract comes back on an annual basis. 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, Judge Miller seconded. The motion passed unanimously.

**Q. New Contracted Non- Residential and Residential Placement Rates.**

Dr. Smith began by informing the Board of correction made in the briefing and subsequently the court order. She read into the record the correction instead of 2017-019-6642 it should be 2017-~~018~~-6642 and 2017-019-6643. She asked the Board to approve the Non-Residential and Contracted Residential Placement Contract Rates.

- Commissioner Price noted there was an estimated increase in Residential placement of \$3,000,000. He asked Ms. Williams to explain the anticipated increase. Ms. Williams stated the estimated impact to the budget is anticipated to increase up to \$3,000,000 for the fiscal year due to new contract rates increasing to the approved State rates. For Non-Residential the estimated impact to the budget is anticipated to be \$2,500,000 for the fiscal year.

- Judge Miller moved to approve the Non-Residential and Contracted Residential Placement Contract Rates, not to exceed \$3,000,000. Commissioner Price seconded. The motion passed unanimously.
- The Chairman asked for a motion to adjourn from the Dallas County Juvenile Board.
- Judge Plumlee moved to adjourn as the Dallas County Juvenile Board, Judge Smith seconded. The motion passed unanimously.
- Judge Plumlee moved to Convene as the Academy for Academic Excellence, Judge Miller seconded. The motion passed unanimously.

**R. and S.** Judge Shannon stated, we will have to come back to these. Those are matters for Executive Session.

#### **VI. Discussion Items – Academy for Academic Excellence(AAE)**

##### **T. AAE Update**

Dr. Smith just reiterated the information that she had given in the Directors report updates from all campuses.

- There were no questions regarding the AAE update report.

#### **VII. Action Items-AAE**

##### **U. Academy for Academic Excellence Charter School Special Education Policy and Procedures for 2017-2018.**

Dr. Smith stated 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.

- Commissioner Price asked if the Charter School Special Education was currently in compliance with policy and procedures. Ms. Ramos gave a definitive yes, and stated the P&P was recently reviewed by TEA.
- Commissioner Price moved to approve the Academy for Academic Excellence Charter School Board approve the Special Education Policies and Procedures to be in compliance with state and federal guidelines for operation, Judge Miller seconded. The motion passed unanimously.

##### **V. AAE Charter School Bilingual and English as a Second Language Program manual for 2017-2018.**

Dr. Smith stated 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. She stated 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. 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.

- Judge Plumlee moved to approve the Bilingual and ESL Program Manual to be in compliance with state and federal guidelines for operation, Judge Smith seconded. The motion passed unanimously.



- Commissioner Price moved to recess as AAE, Judge Plumlee seconded. The motion passed unanimously.
- Commissioner Price move to reconvene as the Dallas County Juvenile Board, Judge Plumlee seconded. The motion passed unanimously.
- Judge Shannon stated the Board had items listed for discussion during Executive Session, and dismissed the audience at 6:50 pm.
- Judge Plumlee left the meeting at 7:34 pm.
- Judge Shannon called us out of Executive Session and reconvened the meeting at 7:35 pm. She noted there was still a quorum at this time as Judge Plumlee and Judge Givens-Davis left the meeting.
- Judge Shannon stated for the record, there were no votes taken in Executive Session, but they did discuss Items R and S as previously stated.
- Regarding Action Item R the Chairman entertained a motion to set the Performance Evaluation time frame for the employee discussed for September.
- Judge Miller moved to approve the timeframe for the Personnel Employee #41157 for September 2017, Commissioner Price seconded. The motion passed unanimously.
- The Chairman entertained a motion on Action item S to support or not the opinion of the District Attorney's office, as discussed in Executive Session.
- Commissioner Price moved to NOT support the opinion of the District Attorney' s office, Judge Miller seconded; Judge Jenkins opposed. The motion passed 5 to 1.
- The Chairman noted there were no further matters before the Board and entertained a motion to adjourn.
- Judge Miller moved to adjourn, Commissioner Price seconded. The motion passed unanimously.
- Meeting adjourned at 7:37 pm.



# PUBLIC COMMENT

III.



**DISCUSSION**

**ITEMS**

**IV.**



**DISCUSSION**

**ITEM**

**A.**

## DIRECTOR'S REPORT

June 2017

The Juvenile Department recognized outstanding Departmental Employee for May 2017 Shawnetta Wilkins-Gantt (from Substance Abuse Unit).

During the month of May, the Hispanic Committee was recognized for hosting their first Immigration Forum, which featured, Dr. Elba Garcia, Dallas County Commissioner; Honorable Cheryl Lee Shannon, District Judge of the 305th District Court; Dr. Terry S. Smith, Executive Director of Dallas County Juvenile Services; and Mr. Juan Carlos Galicia, Consulate General of Mexico in Dallas. The Hispanic Committee did outstanding in putting together a well-diversified discussion of topics and questions for the panelist. Below are a few of the discussion topics and questions:

- What is the intake procedure for undocumented families and how does Dallas County Juvenile Detention processes undocumented juveniles?
- Because the Juvenile Department receives federal funds, how does that work for the detention center and for any possible services being offered to undocumented families?
- Explain the detention hearing process, the law and any moral dilemmas that have been encountered or any foreseen issues.
- CPS involvement if parents or family members are too scared to appear at court and the juvenile does not have placement options.
- If USICE formerly INS must be contacted.
- Have any federal funds been withheld, and what if anything is the City doing to still provide services to our community?
- What is the role of the Mexican Consulate in Juvenile and CPS proceedings?
- What services the Mexican Consulate can offer our families in the Juvenile or CPS system?

### **PROBATION SERVICES DIVISION**

Ms. Patricia Hames was promoted into the Field Probation Supervisor position assigned to District 7. Ms. Hames brings 20 years of experience in working directly with youth. Her commitment to the Department and her passion for serving youth has been consistently evident throughout her tenure. During the Department's general staff meeting, Mr. Roger Taylor was recognized for his 25 years of dedicated service to Dallas County. Mr. Taylor has held diverse positions within the department and his current leadership has highlighted his passion for serving youth and families of Dallas County. Congratulations to both Ms. Hames and Mr. Taylor on their achievements. The Juvenile Department hosted a Mini Conference highlighting the Juvenile Detention Alternative Initiative (JDAI). Ms. Raquel Mariscal from the W. Haywood Burns Institute was our keynote speaker. The Department commends our JDAI coordinator, Dr. Jaya Davis for facilitating the conference. The conference covered topics on JDAI fundamentals, violations of probation, purpose of detention, reducing racial and ethnic disparities, engaging law enforcement, case processing, and diversion programs. The conference had over 125 attendees and consisted of local attorneys, law enforcement agencies and departmental staff.

### **Community Service Restitution (CSR) Update:**

In May, one hundred and seventy-two (172) youth completed a total of seven hundred and one (701) Court Ordered CSR hours at various approved CSR sites in Dallas County. Supervised Community Service Restitution projects were held at the Greater Ideal Church for a Male Youth ROAR Conference and Colgate Storage Clean Up resulting in the completion of thirty-three (33) CSR hours by seven (7) youth.

### **PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION**

Psychology staff referred 68 youth for psychiatric services during the month of May. A total of 68 psychiatric consultations were performed with 31 of those being follow-up consultations. Of the 37 initial psychiatric consultations performed: 16 resulted in no medication being prescribed, 14 had already been prescribed psychotropic medications and continued those, 1 youth was already prescribed psychotropic medication and the medication was discontinued, and 0 was started on medication.

**INSTITUTIONAL SERVICES DIVISION**

**DETENTION CENTER**

**Program News and Updates:**

Every year, our Detention, RDT, START and Hill Center volunteers receive the latest updated policies and training on how to best work with our youth. In early March, Cynthia Wallace collaborated with Rev. Dr. Irie Session to bring Trauma Informed Ministry and her expertise in Adverse Childhood Experiences (ACEs) training to our ministry groups and the faith-based organizations who are providing life and social skills.

Dr. Session challenged the volunteers to alter their method of teaching the Bible from a platform of condemnation, which reinforces trauma in our youth. Our volunteers have expressed an interest in Dr. Session training on how to teach the Bible to youth who experience ACEs. The volunteers will learn how to engage our youth in Bible study in ways that are loving and relevant. Our goal is to have a second training before September 2017. Dr. Session is the Resident Pastor and Director of Spiritual Support for New Friends New Life for the last 14-years. She also has a TEDx Talk.

We welcomed our newest volunteer group, Women Divine! These women are committed to encouraging growth in our girls by teaching them critical thinking skills to navigate through conflict, relationships and society upon release from detention. The founder of Women Divine is also the author of *How? Stop Now!* We have assigned this program to our START girls.

**Volunteer Programs and Residents Activity:**

**Total Volunteer/Hours for May:** Volunteers: **84** Total Hours: **271**.

Dallas County HHS Screening: 12 residents, 0 positive for Syphilis and 0 positive for HIV.

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

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

**Spiritual Enrichment/Ministry Bible Study:** Covenant Church, A-Team, Snickers Church (formally Gospel Lighthouse), Children’s Home Bible Club, Oak Cliff Bible Fellowship, New Birth Baptist Church, Praise Chapel, New Hope Prison Ministry, Living Hope Outreach, New Comfort COGIC.

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

**Chaplain’s Report:** Counsel/Prayer: visited several units in detention and post-adjudication.

<b>DETENTION CENTER</b>				
<b>Detention</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>YTD</b>
Admissions	263	260	309	1320
Releases	256	255	303	1273
ADP	170	178	192	170
Detention Hearings	494	457	552	2344
TJJD/Placement Trips	10	7	6	52
Local trips	81	84	60	426
Youth transported	8	5	6	145
<b>START</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>YTD</b>
Admissions	12	13	13	49
Releases	10	3	11	42
Successful	10	3	9	37
Unsuccessful	0	0	2	5
Administrative	0	0	0	0
ADP	21	29	37	26

**March Special Programs/Events:**

Movie Night: Movies and refreshments made possible by Snickers Church.

- Hidden Figures

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**

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

**Volunteer Services:** 6 groups including 16 individuals provided a total of 47 hours of service.

<b>HILL CENTER</b>				
	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>YTD</b>
Admissions	37	37	37	170
ADP	31	28	39	164
Releases	40	28	36	162
Total Youth Served	67	64	73	323

**MEDLOCK CENTER**

**New Initiatives:** Residents participated in the second "Victory through Vocation" Career Fair. There were eleven community partners from various vocations that participated in this Career Fair. One of the highlights of the Career Fair was when Mr. O. G. Williams, gospel rapper, performed for the boys. On May 22<sup>nd</sup>, there were five volunteers from the Essilor Vision Foundation who provided 72 vision screenings, 39 eye exams, and 36 pair of eyeglasses to the youth. On May 29<sup>th</sup> all staff hosted a "Field Day" which included activities for all of the youth; they played a variety of sports, board games and enjoyed hot dogs with all of the fixings, as well as cookies and chips that were added to their lunch meal. Thirteen (13) youth earned A/B honor roll status and three (3) youth earned all A's on their report cards during this past six weeks. The students last day of school was June 1<sup>st</sup>.

**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.

<b>MEDLOCK CENTER</b>				
	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>YTD</b>
Admissions	5	14	6	34
Released	7	9	7	36
Successful	7	8	7	33
Unsuccessful	0	1	0	3
Administrative	0	0	0	0
ADP	44	47	48	46
Total Youth Served	49	56	53	82
<b>MEDLOCK STARS</b>				
	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>YTD</b>
Admissions	2	2	2	10
Releases	1	1	1	6
Successful	1	1	1	4
Unsuccessful	0	0	0	2
Administrative	0	0	0	0
ADP	28	29	30	29
Total Youth Served	30	31	32	37

**Medical Services:** Eighteen (18) youth were transported from Medlock to the Dr. Jerome McNeil Jr. Detention Center for routine dental care. One (1) youth via transport went to the Parkland Hospital for follow-up medical care. One youth was taken via transport to his court hearing. One (1) youth was transported to his independent dental appointment.

**Volunteer/Intern Hours:** Twenty eight (28) volunteers provided seventy eight (78) hours of service. The Chaplain provided two (2) hours of service. There were eighty (80) hours of volunteer service provided during the month.

**YOUTH VILLAGE**

**On Campus:** Family Training, Concord Ministries Program, Horticulture Program, PREP Program, Culinary Arts/Food Handlers Program, Career Management Class. Essilor Vision Foundation was on campus on May 22<sup>nd</sup> and provided thirty eight (38) eye screens, twenty three (23) exams, and twenty one (21) pair of eye glasses. Ten (10) students received academic honor roll status. The Youth participated in the second annual "Victory through Vocation" Career Fair. On May 25<sup>th</sup> all youth participated in the Field's Day activities.

YOUTH VILLAGE				
	Mar	Apr	May	YTD
Admitted	9	1	8	26
ADP	29	30	31	30
Total Youth Served	38	34	38	56
Releases	5	4	6	24
Successful	5	3	3	18
Unsuccessful	0	0	3	5
Administrative Rel.	0	1	0	1

**Off Campus:** Ten (10) residents were transported to Dr. Jerome McNeil Jr. Detention Center for dental care. Seven (7) residents were transported to detention for review hearings. Four (4) residents attended and worked at the Farmer's Market Ice Cream social event hosted by the Youth with Faces volunteer group on Saturday, May 20<sup>th</sup>.

**Volunteer /Intern Hours:** One (1) individual volunteer provided two (2) hours of service. Two (2) Chaplains provided twenty (24) hour of service. Twelve (12) group program volunteers provided forty one (41) hours of service for a total of sixty seven (67) volunteer hours for the month.

**Training:** Staff received Online/Web training to assist with retaining re-certification training hours. Suicide Prevention Training facilitated by Dr. Maxey and Dr. Maliti. Probation Officer Christopher Ambers provided training to all staff regarding Resident Treatment Team guidelines and procedures for all JSO and Probation staff.

**Medical Services:** Thirty seven (37) residents were seen for sick call requests. Ten (10) residents were transported to dental appointments at the Dr. Jerome McNeil Jr. Detention Center; six (6) residents were treated at the Med Van and five (5) residents were seen by Mental Health Provider on campus via psychiatrist.

**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:** On May 31<sup>st</sup>, residents M.G and H.F. absconded from the facility by running immediately after they exited the gymnasium after their last school class period. The Sheriff's Department was immediately notified and warrant/violations were filed with the department. Resident H.F. was detained on June 6<sup>th</sup> by Lancaster Police Department.

**LETOT CENTER**

**Community Initiatives:** Non-Residential Services received 48 paper referrals to be addressed through the Letot Crisis Intervention Program, Deferred Prosecution and ESTEEM Court.

The ESTEEM Court continues at Letot Center with Judge Shannon presiding. There are currently four youth and families attending ESTEEM Court. One youth began services, 0 completed, 0 was unsuccessfully discharged, and 1 was neutrally discharged. One youth was referred this month. AIM, Functional Family Therapy, and Clinical have been providing services.

LETOT CENTER				
Residential	Mar	Apr	May	YTD
Admissions	22	27	18	109
Releases	23	21	26	112
ADP	24	27	27	26
Total Youth Served	46	50	46	132
Intake/Orientation				
Admissions	73	80	77	364
Releases	75	79	77	363
ADP	1	2	1	1
Total Youth Served	76	22	78	363



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

**Monthly Community Connection:**

- Non-Residential Unit Activities: The Non-Residential Team spoke at Raul Quintanilla Middle School, educating the community about the services provided by the Letot Center, informing them that we are a source of supporting and assistance the youth/families in the communities in an effort to help them be successful and productive.
- The Non-Residential Unit toured the new Youth First Resource Center 5750 Cedar Springs Rd. Dallas, Texas 75235. The Center serves middle and high school aged youth, 12-18 years old, and equips them with the skills they need to lead open and productive lives. Family ties are strengthened, peer support networks are built and mental health is supported through activities that build confidence and address the specific issues that LGBTQ (lesbian, gay, bisexual, transgender and queer/questioning) teens face during their critical and formative years. The Resource Center provides programming and resources for parents and families.

**Medical Services:** Residential: Health screens – 17, Call backs – 1, Doctor’s visits - 27.

**Volunteer Services:** Faith-Based Volunteers: worship and religious study 9 volunteers, 4 hours; Life Skills Volunteers: visiting and teaching - 15 volunteers, 14 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 (29 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 resident’s cases, provide consultation, and conduct crisis screens as needed (25 rounds).

**LETOT RESIDENTIAL TREATMENT CENTER**

**Drug Education:** is being 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.

LETOT RTC				
	Mar	Apr	May	YTD
Admission	4	7	3	19
Releases	1	3	6	16
ADP	13	15	17	14
Total Youth Served:	16	22	22	32

**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 where they made drawings/painting, jewelry boxes out of clay and pottery mugs to present to their mother’s for Mother’s Day and to give to their

families. The residents are also learning acting skills; they have been working on various skits where they demonstrate role playing and working on character emotion.

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

**Concord Church** – Met with the residents once this month and discussed various activities that Concord Church could provide on a weekly basis.

**Yoga group:** Most residents participated in yoga groups; there were three groups provided. These groups were conducted by our volunteer yoga instructor, Ms. Laura Fonville. The girls continue to engage in yoga in order to practice grounding techniques, help them re-connect with their bodies and feel a sense of safety and self-efficacy. For many of our girls, this is the first time they have been introduced to yoga.

#### **Enrichment Programs:**

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

Youth with Faces volunteer Group has been involved in providing enrichment programs to the girls. All girls participated in Culinary Arts, financial planning, and job-related groups or horticulture groups. Seven of the girls recently participated in an ice cream making challenge on Saturday, May 20<sup>th</sup> at the Farmer's Market and two of our girls won second place.

**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 -18

**Runaway:** May 14<sup>th</sup>, D.W. absconded and is still on warrant status. On May 14<sup>th</sup>, L.T. absconded and is still on warrant status. On May 14<sup>th</sup>, S.W. absconded and was detained on May 16<sup>th</sup>. On May 14<sup>th</sup> E.F. absconded and was detained on June 7<sup>th</sup>. On May 14<sup>th</sup> D.C absconded and was detained on May 17<sup>th</sup>.

#### **Volunteer Services:**

Faith Based Volunteers: Worship and religious study – 12 volunteer, 24 hours; Life Skills Volunteers: visiting and teaching – 4 volunteers, 14 hours; Special Events: 0 volunteers, 0 hour.

#### **Clinical Services:**

All residents received individual therapy (approximately 95 hours). Family therapy was offered to all families. Due to schedule conflicts, therapists provided family therapy to 12 families (approximately 21 client-contact hours) and 9 parents received parent therapy (12.4 client contact hours). The clinical team also provided crisis intervention (approximately 33.5 client-contact hours) and clinical rounds (76.25 client contact hours). Clinical rounds consist of each clinical team member engaging with the youth, 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). Ten (10) My Life My Choice groups focused on prevention of exploitation, hearing survivors' stories, and increased self-efficacy. Art is a therapeutic modality that encourages expression through the use of art materials. Clinicians conducted eight art groups this month which primarily focused on open studio, painting, using tape with paint, making paper bowls, and sculpting clay. Coping skills group, which is rooted in Dialectical Behavior Therapy (DBT), teaches the girls to manage difficult thoughts and

emotions. Eight 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. Eight girl empowerment groups focused on improving boundaries, smart goals, communication, self-respect, and healthy relationships. Four meditation groups were provided for the girls to engage in self-reflection and emotional regulation. Five residents attended bi-weekly drug education groups. This month only two groups were provided as the new girls began the seven week program.

**Psychiatric Services:**

At Letot RTC, five residents were referred for a psychiatric re-evaluation due to increased irritability, frequent fluctuations in mood, difficulty sleeping, and somatic symptoms. One resident was seen for follow-up appointment to monitor her medication. Follow-up appointments are typically scheduled for every three months. All residents were seen by the psychiatrist. These youth are on medication to treat unspecified impulse control disorders, unspecified trauma-related disorders, ADHD, oppositional defiant disorder, depression, and anxiety.

# May 2017 Referrals

	Alleged Delinquent Behavior											Alleged CINS Behavior											Other Referrals			All Referrals															
	Felonies											Class A & B Misdemeanors											Status Only				Other than Status Only														
Male	1	8	28	27	0	24	19	3	9	8	11	138	82%	9	40	18	28	45	45	0	323	75%	46	77%	0	32	3	0	0	0	16	51	42%	8	0	6	14	67%	434	68%	
Female	0	2	7	13	0	4	1	0	2	0	2	31	18%	0	34	22	1	11	10	0	109	25%	14	23%	0	54	2	0	0	0	0	15	71	58%	6	0	1	7	33%	201	32%
<b>Total</b>	<b>1</b>	<b>10</b>	<b>35</b>	<b>40</b>	<b>0</b>	<b>28</b>	<b>20</b>	<b>3</b>	<b>11</b>	<b>8</b>	<b>13</b>	<b>169</b>	<b>100%</b>	<b>9</b>	<b>74</b>	<b>19</b>	<b>36</b>	<b>55</b>	<b>45</b>	<b>0</b>	<b>432</b>	<b>100%</b>	<b>60</b>	<b>100%</b>	<b>0</b>	<b>86</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>122</b>	<b>100%</b>	<b>14</b>	<b>0</b>	<b>7</b>	<b>21</b>	<b>100%</b>	<b>635</b>	<b>100%</b>		
Amer. Indian/Alaskan	0	0	0	0	0	0	0	0	0	0	1	1	1%	0	0	0	0	0	0	0	1	0%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0%		
Asian	0	0	0	0	0	0	0	0	0	0	4	4	2%	0	1	0	0	0	0	0	5	1%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	5	1%		
Black	1	7	15	28	0	10	14	2	3	4	2	86	51%	4	36	25	12	11	39	0	213	49%	30	50%	0	30	3	0	0	0	11	44	36%	5	0	3	8	38%	295	46%	
Hispanic	0	2	20	10	0	13	6	1	5	4	8	69	41%	3	29	11	13	33	15	0	173	40%	27	45%	0	42	2	0	0	0	18	62	51%	5	0	4	9	43%	271	43%	
White	0	1	0	2	0	3	0	0	1	0	1	8	5%	2	7	4	4	12	1	0	38	9%	3	5%	0	14	0	0	0	0	2	16	13%	4	0	0	4	19%	61	10%	
Unknown	0	0	0	0	0	0	0	0	0	0	1	1	1%	0	1	0	0	0	0	0	2	0%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0%		
<b>Total</b>	<b>1</b>	<b>10</b>	<b>35</b>	<b>40</b>	<b>0</b>	<b>28</b>	<b>20</b>	<b>3</b>	<b>11</b>	<b>8</b>	<b>13</b>	<b>169</b>	<b>100%</b>	<b>9</b>	<b>74</b>	<b>19</b>	<b>36</b>	<b>55</b>	<b>45</b>	<b>0</b>	<b>432</b>	<b>100%</b>	<b>60</b>	<b>100%</b>	<b>0</b>	<b>86</b>	<b>5</b>	<b>0</b>	<b>16</b>	<b>122</b>	<b>100%</b>	<b>14</b>	<b>0</b>	<b>7</b>	<b>21</b>	<b>100%</b>	<b>635</b>	<b>100%</b>			
10 Years Old	0	1	0	0	0	0	0	0	0	0	2	2	1%	0	0	0	0	0	0	0	2	0%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	2	0%			
11 Years Old	0	0	0	1	0	0	0	0	0	1	0	2	1%	0	2	0	0	0	0	0	4	1%	0	0%	0	1	0	0	0	2	3	2%	1	0	0	1	5%	8	1%		
12 Years Old	0	1	1	6	0	1	0	0	0	1	10	18	6%	0	8	2	0	0	0	0	20	5%	1	2%	0	3	0	0	0	2	6	5%	0	0	0	0	0	27	4%		
13 Years Old	0	1	1	7	0	5	2	0	0	0	2	18	11%	0	12	4	4	12	5	0	55	13%	4	7%	0	13	1	0	0	0	2	16	13%	0	0	0	0	0	75	12%	
14 Years Old	0	2	7	4	0	7	6	1	5	1	2	35	21%	1	18	4	6	13	11	0	88	20%	9	15%	0	18	1	0	0	0	9	28	23%	1	0	1	2	10%	127	20%	
15 Years Old	0	4	13	12	0	9	6	2	3	2	3	54	32%	2	15	10	6	11	16	0	114	26%	13	22%	0	26	1	0	0	0	7	34	28%	4	0	1	5	24%	166	26%	
16 Years Old	1	0	12	10	0	6	4	0	3	4	5	45	27%	6	17	19	12	17	23	0	139	32%	15	25%	0	25	1	0	0	0	8	34	28%	6	0	4	10	48%	198	31%	
17+ Years Old	0	1	1	0	0	0	0	0	0	0	3	3	2%	0	2	1	1	3	0	0	10	2%	18	30%	0	1	0	0	0	0	1	1	1%	2	0	1	3	14%	32	5%	
<b>Total</b>	<b>1</b>	<b>10</b>	<b>35</b>	<b>40</b>	<b>0</b>	<b>28</b>	<b>20</b>	<b>3</b>	<b>11</b>	<b>8</b>	<b>13</b>	<b>169</b>	<b>100%</b>	<b>9</b>	<b>74</b>	<b>19</b>	<b>36</b>	<b>55</b>	<b>45</b>	<b>0</b>	<b>432</b>	<b>100%</b>	<b>60</b>	<b>100%</b>	<b>0</b>	<b>86</b>	<b>5</b>	<b>0</b>	<b>16</b>	<b>122</b>	<b>100%</b>	<b>14</b>	<b>0</b>	<b>7</b>	<b>21</b>	<b>100%</b>	<b>635</b>	<b>100%</b>			

590 youth accounted for the 635 total referral

## May 2017 Detentions

Alleged Delinquent Behavior													Alleged CINS Behavior							Other Detentions			Total																						
Felonies													Class A & B Misdemeanors							Status Only			Other than Status Only																						
													Total Delinquent							Violation of Court Order			Total CINS			Total Other			Total Detentions																
Male	2	7	25	19	0	15	11	2	5	4	0	0	96	81%	6	27	8	12	10	30	0	189	76%	36	80%	0	0	0	0	0	0	0	0	0	0	0	###	8	0	0	0	8	57%	233	75%
Female	0	1	7	9	0	3	2	0	0	0	0	0	22	19%	0	22	8	2	2	5	0	61	24%	9	20%	0	0	0	0	0	0	0	0	0	0	0	###	6	0	0	0	6	43%	76	25%
													<b>118</b>		<b>250</b>		<b>45</b>		<b>0</b>		<b>14</b>		<b>309</b>																						
Total Felony													Total Delinquent							Violation of Court Order			Total CINS			Total Other			Total Detentions																
													Weapons Offenses							Assaultive			Theft			Other Property			Drug Offenses		Other Misd.		Contempt of Magistrate												
													0							0			0			0			0		0		0												
Amer. Indian/Alaskan													0							0			0			0			0		0		0												
Asian													0							0			0			0			0		0		0												
Black													2							6			15			18			7		10		1		1		0								
Hispanic													0							2			17			9			10			3		1		0		0		0					
White													0							0			0			1			0			0		0		0		0							
Unknown													0							0			0			0			0			0		0		0		0							
													<b>118</b>		<b>250</b>		<b>45</b>		<b>0</b>		<b>14</b>		<b>309</b>																						
10 Years Old													0							1			0			0			0		0		0		0										
11 Years Old													0							0			1			0			0			0		0		0									
12 Years Old													0							1			2			0			0			0		0		0									
13 Years Old													0							2			1			2			0			0		0		0									
14 Years Old													1							1			6			4			2			1		3		0									
15 Years Old													0							3			13			9			0			3		2		1		1							
16 Years Old													1							0			9			10			0			11		5		0		1		3					
17+ Years Old													0							0			2			0			0			0		0		0		0							
													<b>118</b>		<b>250</b>		<b>45</b>		<b>0</b>		<b>14</b>		<b>309</b>																						

301 youth accounted for the 309 total detentions



**DISCUSSION**

**ITEM**

**B.**



## JJAEP MAY MONTHLY REPORT

### Director's Report Juvenile Justice Alternative Education Program – May 2017

During the month of May, staff attended training for the May STAAR and End of Course assessments. Students took the STAAR and End of Course State assessments.

Teachers closed out six weeks and semester grades, celebrating student successes for honor roll and attendance.

Each district served was invited to hold a grade promotion committee meeting to determine grade placement for eligible students. Case Review Committees (CRC) will be held for those districts that plan to have students start next school year with us. This will allow the students to start day one at JJAEP.

### Latest Enrollment      52

#### **Campus at a Glance**

Teachers and students began the month of May with STAAR testing for middle and high school students. During the first week of May, eligible high school students took the Algebra 1, Biology, and/or the US History End of Course tests. Middle school students took the appropriate STAAR test for their grade level.

Teachers continued teaching and students pressed on with their studies. Students that accomplished perfect attendance and/or A/B honor roll were celebrated on May 18<sup>th</sup> with a certificate and pizza party. JJAEP had nine students that achieved perfect attendance and four students that accomplished A/B honor roll.

Exams began on Thursday, May 25<sup>th</sup> and ended on Wednesday, May 31<sup>st</sup>. Students last day was June 1<sup>st</sup>. As part of our Student Success Initiative, JJAEP is hosting a summer program in June that will provide three weeks of instruction to 5<sup>th</sup> and 8<sup>th</sup> grade students that need to pass the STAAR test. As a culminating event for this program, students will re-test.

Teachers' last day was on June 2<sup>nd</sup> and will report back on August 8<sup>th</sup>.

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

ACTIVE ENROLLMENT						
Student Enrollment as of :	5/31/2017	Total Enrollment:	60			
Students on Probation/Spv.:	30		50.00%			
OFFENSE STATUS						
Disc.:	24	40.00%	Mand.:	35	58.33%	
			Plmt.:	1	1.67%	
DEMOGRAPHICS						
Category			Category			
<b>GENDER</b>			<b>DISTRICT</b>	Number	Percent	
Male		Female	CFB-904	1	1.67%	
47	78.33%	13	21.67%	CHISD-904	1	1.67%
<b>GRADE</b>	Number	Percent	Coppell-992	2	3.33%	
3	0	0.00%	Desoto-906	8	13.33%	
4	0	0.00%	DISD-905	9	15.00%	
5	1	1.67%	Duncanville-907	9	15.00%	
6	2	3.33%	Garland-909	9	15.00%	
7	8	13.33%	GPISD-910	4	6.67%	
8	7	11.67%	HPISD-911	0	0.00%	
9	23	38.33%	IRVING-912	2	3.33%	
10	11	18.33%	Lancaster-913	2	3.33%	
11	6	10.00%	Mesquite-914	10	16.67%	
12	2	3.33%	RISD-916	3	5.00%	
	60	100.00%	Sunnyvale-919	0	0.00%	
				60	100.00%	
<b>AGE</b>	Number	Percent	<b>ETHNICITY</b>	Number	Percent	
10	0	0.00%	African American	32	53.33%	
11	2	3.33%	Asian	1	1.67%	
12	2	3.33%	Caucasian	3	5.00%	
13	3	5.00%	Hispanic	24	40.00%	
14	14	23.33%	Native American	0	0.00%	
15	20	33.33%		60	100.00%	
16	11	18.33%				
17	6	10.00%				
18+	2	3.33%				
	60	100.00%				
OFFENSE DESCRIPTIONS						
				Number	Percent	
D-12	Serious Misbehavior			16	26.67%	
D-14	Misdemeanor Drugs			0	0.00%	
D-15	Felony Criminal Mischief			0	0.00%	
D-16	Court/County Placement			0	0.00%	
D-17	Assault Against Employee			1	1.67%	
D-18	Assault/Retaliation of Employee (ON/OFF CAMPUS)			1	1.67%	
D-19	False Alarm/Terroristic Threat			5	8.33%	
Title 5	Off Campus Felonies Against Student & Other New Discretionary			1	1.67%	
M-01	Weapons/Firearms			9	15.00%	
M-02	Weapons other than Firearm			5	8.33%	
M-03	Aggravated Assault			5	8.33%	
M-04	Sexual Assault			2	3.33%	
M-05	Aggravated Sexual Assault			0	0.00%	
M-06	Arson			0	0.00%	
M-07	Murder Offenses/Manslaughter			0	0.00%	
M-08	Indecency with a Child			1	1.67%	
M-09	Aggravated Kidnapping			0	0.00%	
M-10	Felony Drugs			13	21.67%	
M-11	Retaliation Against Any Employee			0	0.00%	
M-12	Aggravated Robbery			0	0.00%	
P-16	Court Placement			1	1.67%	
				60	100.00%	
<b>DETENTION; PLACEMENT or WARRANTS:</b>				2	3.33%	
<b>SPECIAL EDUCATION STUDENTS:</b>				10	16.67%	
Avg. Daily Attendance:	59	83.13%	Cum. SY Daily Attendance:	61	87.07%	

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

2016-2017 School Year

The month of May began with 65 students and ended with 60 students enrolled to attend the Dallas County's JJAEP. On average, there were 59 or 83.18% of the students attending on any given day in May. Of the 60 students enrolled at month end, there were 25 discretionary referrals; 1 placement; and 34 mandatory referrals.





# ACTION ITEMS

V.



**ACTION ITEM**

**C.**



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** June 26, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Juvenile Board Budget Retreat Reschedule

**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. During the Juvenile Board meeting held on May 22, 2017; it was decided to adopt a new date for the Budget Retreat and it was schedule for June 10<sup>th</sup> 2017, at 9:00 am, at the Henry Wade Juvenile Justice Center (JB Court Order 2017-039).

During the Budget Retreat on June 10<sup>th</sup>, 2017 at Henry Wade Juvenile Justice Center, the Board recommended to reschedule the Budget Retreat to allow ample time for a Budget Analysis.

The purpose of the brief is to seek approval for another Budget Retreat date.

**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:** June 26, 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 26th day of June, 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 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; and
- WHEREAS,** during the Juvenile Board meeting on May 22, 2017 it was decided to adopted a new date for the Budget Retreat and scheduled it on June 10<sup>th</sup>, 2017, at 9:00 am, at the Henry Wade Juvenile Justice Center (JB Court Order 2017-039); and
- WHEREAS,** at the Budget Retreat on June 10th 2017 at Henry Wade Juvenile Justice Center, the Board recommended rescheduling another Budget Retreat date to allow ample time for a Budget Analysis.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve Budget Retreat Reschedule meeting for July \_\_\_ 2017 at the Henry Wade Juvenile Justice Center.

**DONE IN OPEN BOARD MEETING** this 26th day of June, 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:** June 26, 2017  
**TO:** Dallas County Juvenile Board  
**FROM:** Dr. Terry S. Smith, Director  
**SUBJECT:** Renewal Application to Continue Participation in the USDA National School Lunch/Breakfast Program for School Year 2017-2018

**BACKGROUND:**

The Dallas County Juvenile Department has participated in the National School Lunch/Breakfast Program (NSLP) for a number of years. The Texas Department of Agriculture Food Nutrition Division (TDA) currently administers this program, and by participating in this program Dallas County receives reimbursement for a portion of the costs of breakfast and lunch served at the Juvenile Department's six residential facilities. Since December of 1999 we have also participated in the After School Care Snacks Program, a component of the NSLP. The purpose of this brief is to seek approval of the annual renewal for Dallas County's participation in the National School Lunch/Breakfast Program for the school year 2017-2018. The renewal does not require the County Judge's signature as Dallas County's official representative; his signature is on the original May 2009 contract, which is currently in effect.

**IMPACT ON OPERATIONS:**

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

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

**STRATEGIC PLAN COMPLIANCE:**

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

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

**214-698-2200 Office**

**214-698-5508 Fax**

**FINANCIAL IMPACT:**

By the end of the current school year, we anticipate this program to generate revenue in excess of \$898,600 in reimbursement to Dallas County's General Fund for eligible meals provided to children in the six Juvenile Department residential facilities.

**LEGAL IMPACT:**

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

**RECOMMENDATION:**

The Juvenile Department recommends the Dallas County Juvenile Board approve the annual renewal application to continue participation in the National School Lunch/Breakfast Program for the period July 1, 2017 through June 30, 2018. It is also recommended that the Dallas County Juvenile Department's Deputy Director of Institutional Services be designated as the School Food Authority and act as contract manager for the National School Lunch/Breakfast Program, and that the Dallas County Judge and the Juvenile Department Executive Director or designee be identified as authorized alternate representatives.

**Recommended by:**

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

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

Bonnie Bennett [Bonnie.Bennett@TexasAgriculture.gov]

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

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Dear Ms. Gilliam,

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

Thank you, Bonnie

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



AL 517109

754301308  
Dallas

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

**PERMANENT AGREEMENT**

057-2004  
County/District or Uniform Contract Number (UCN)

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

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

**I.  
DEFINITIONS**

For purposes of this Agreement:

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

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

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

BOP  
JOS

**II.  
PROGRAM DESIGNATION**

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

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

**III.  
CONTRACT PROGRAM ADMINISTRATION AND FINANCIAL MANAGEMENT**

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

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

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

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

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

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

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

12. Comply with the requirements of USDA's regulations regarding nondiscrimination and make no discrimination against any child because of his or her eligibility for free or reduced-price meals in accordance with said Policy Statement;
13. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations. Maintain necessary facilities for storing, preparing and serving food;
14. For NSLP only, enter into an agreement to receive donated foods as required by 7CFR Part 250;
15. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by USDA;
16. Establish procedures that are necessary to control the sale of food in competition with the nonprofit food service programs in accordance with Program regulations and instructions;
17. Count the number of free, reduced-price and paid reimbursable meals served to eligible children at the point of service or through another counting system if approved by TDA;
18. Maintain files of currently approved and denied free and reduced-price school meal applications respectively, and the names of children approved for free meals based on documentation for certifying that the child is included in a household approved to receive benefits under the Supplemental Nutrition Assistance Program (SNAP) (formerly Food Stamp Program), Food Distribution Program for Households on Indian Reservations (FDPIR) or the Temporary Assistance to Needy Families (TANF) program. If applications are maintained at the school food authority level, they shall be readily retrievable by school;
19. Retain the individual applications for free and reduced-price lunches/breakfasts and meal supplements and direct certification documentation for a period of five years (three years if Contractor is a private school or residential child care institution) after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the applications shall be retained beyond the 5-year period (three years if Contractor is a private school or residential child care institution) as long as required for resolution of the issues raised by the audit;
20. Agree to serve breakfast during a period designated as the breakfast period by the school and to serve lunch during the period designated as the lunch period by the school;
21. No later than December 31 of each year, provide TDA with a the total number of children approved for free lunches and meal supplements, the total number of children approved for reduced price lunches and meal supplements, and the total number of children enrolled in the school food authority as of the last day of operation in October. Additionally, no later than December 31 of each year, provide TDA with a list of all

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

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

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

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

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

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

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

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

10. Submit claims for reimbursement in accordance with procedures established by the State agency, and those stated in §225.9;
  11. In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
  12. Accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered as a donation by the USDA;
  13. Have access to facilities necessary for storing, preparing, and serving food;
  14. Maintain a financial management system as prescribed by the State agency;
  15. Maintain on file documentation of site visits and reviews in accordance with §225.15(d) (2) and (3);
  16. Upon request, make all accounts and records pertaining to the Program available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place;
  17. Retain records for a period of 3 years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved;
  18. Ensure children consume meals on site unless TDA allows certain foods to be taken off site for consumption; and
  19. Retain final financial and administrative responsibility for its program.
  20. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit C and fully incorporated herein.
- E. If Contractor participates in the CACFP, Contractor agrees that it will conduct the Programs in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:
1. Provide or accept responsibility for the provision of organized, non-residential day care and immediately report to the appropriate state agency, any suspected violations of licensing standards or suspected abuse of children or adults in centers (sponsored or independent) or day care homes;
  2. Accept financial and administrative responsibility for management of a proper, efficient, and effective food service, and will comply with all requirements under 7 CFR Part 226;
  3. Keep financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim was submitted in the manner and detail prescribed by TDA. Unless otherwise provided by state or federal law, the records and documents will be kept for a minimum of 3 years after the end of the program year. If any litigation, claim,



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

4. Allow TDA and USDA officials and other appropriate officials determined by TDA to inspect facilities and records and to audit, examine, and copy records at any reasonable time, whether announced or unannounced. This includes access to all records of costs paid, even in part, by TDA. TDA agrees that any TDA employee making such review shall show photo identification that demonstrates that he/she is an employee of TDA;
  5. Establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable federal law, rules, and regulations, as well as the applicable state law and regulations. The provision shall not be construed as limiting TDA's right of access to recipient case records or other information relating to clients served under this contract;
  6. Submit for TDA approval applications and agreements for any center/day care home for which Contractor intends to sponsor;
  7. Submit to TDA's Food and Nutrition Division an amendment to its application or management plan, on TDA's form, when any change from information that was originally submitted in Contractor's application occurs; and
  8. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit C and fully incorporated herein.
- F. A school food authority or child care institution, as defined in 7 CFR, Part 215, participating in the SMP agrees that it will conduct the SMP in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:
1. Operate a nonprofit milk service;
  2. Serve milk free to all eligible children, at times that milk is made available to nonneedy children under the SMP and make no discrimination against any needy child because of inability to pay for the milk;
  3. Comply with USDA's regulations respecting nondiscrimination (7 CFR, Part 15) and with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit B and fully incorporated herein;
  4. Claim reimbursement for milk, as defined in 7 CFR, Part 215, and in accordance with the provisions of 7 CFR §§ 215.8 and 215.10;

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

**IV.  
TDA CLAIMS PAYMENT**

- A. TDA will, subject to federal appropriation and availability to TDA of sufficient funds for the applicable program, make program payment to Contractor in accordance with the terms of this Agreement. During any fiscal year, the reimbursement paid shall be established in conformance with applicable federal regulations. No reimbursement shall be made for performance under this Agreement occurring prior to (a) the beginning effective date of this Agreement or (b) a later date established by TDA based on the date of receipt of a fully executed copy of this Agreement.
- B. Pursuant to §2252.903 of the Texas Government Code, any payments owing to Contractor under this Agreement will be applied toward elimination of Contractor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the comptroller administers or collects until the indebtedness or delinquency is paid in full.

**V.  
STATE AUDITOR'S OFFICE**

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

**VI.  
IMMIGRATION**

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

**VII.  
CERTIFICATIONS**

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

**VIII.  
TERM AND TERMINATION**

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

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

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

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

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

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

#### **X. SEVERABILITY**

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

#### **XI. SIGNATURES**

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

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

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

**CONTRACTOR**

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

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

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

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

Date: April 10, 2009

**TEXAS DEPARTMENT OF AGRICULTURE**

By: Diane Bottoms  
TDA Representative

Date: May 12, 2009

Revised January 2009

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

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

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

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

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

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

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

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

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

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

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

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

**RETURN TO STATE OFFICE**

Barbara Roberts  
School Food Authority (SFA) Name

057-2004  
County/District# or Program#

### Schedule A

- List all requested information for all schools/sites within the SFA in Section I.
- Be sure to use enrollment and total eligible data from the previous October 31. If additional space is necessary, please make a photocopy of this blank form.
- A copy of the completed Schedule A form will be returned to the SFA with the approved application/agreement so that it may be filed as a permanent record.
- Please see "*Instructions for Completing the Schedule A Form*".
- For public and charter schools, the Schedule A will need to be renewed every year online via the Child Nutrition Programs Information Management System (CNPIMS) internet application by an authorized representative.

**PLEASE COMPLETE ALL COLUMNS**

Column 1	Column 2	Column 3	Column 4	Column 5			
Campus Number	Names of Schools/Sites	Enrollment	Total Eligible Free + Reduced	Program Participation			
				NSLP	SBP	Snack	SMP
	Detention	666	666	X	X	X	
	Hill Transition Center	97	97	X	X	X	
	Letot Center	121	121	X	X	X	
	Medlock Center	116	116	X	X	X	
	Youth Village	101	101	X	X	X	
<b>GRAND TOTALS:</b>	No. of schools/sites:						

Texas Department of Agriculture  
Child Nutrition Programs

Instructions for Completing the Schedule A Form

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

**Section I:**

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

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

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

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

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

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



## Schedule B

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

Meal Components	Minimum Quantities			USDA Recommendation
	Ages 1-2	Ages 3,4,5	Grades K-12	
Milk (Fluid): As a beverage, on cereal or both.	$\frac{1}{2}$ cup (4 fl oz)	$\frac{3}{4}$ cup (6 fl oz)	1 cup (8 fl oz)	Whole milk for children 1-2 years of age Lowfat, skim, or buttermilk for children over the age of 2
Juice/Fruit/Vegetable: Fruit and/or vegetable; or full-strength fruit juice or vegetable juice.	$\frac{1}{4}$ cup	$\frac{1}{2}$ cup	$\frac{1}{2}$ cup	A juice or fruit or vegetable that is a good source of Vitamin C
<i>Select one serving from each of the following components or two servings from one component:</i>				
<b>Grains/Breads:</b> One of the following or an equivalent combination: <ul style="list-style-type: none"> <li>• Whole-grain or enriched bread</li> <li>• Whole-grain or enriched biscuit, roll, muffin, etc.</li> <li>• Whole-grain, enriched or fortified cereal.</li> </ul>	$\frac{1}{2}$ slice  $\frac{1}{3}$ serving  $\frac{1}{4}$ cup or $\frac{1}{3}$ ounce	$\frac{1}{2}$ slice  $\frac{1}{2}$ serving  $\frac{1}{2}$ cup or $\frac{1}{2}$ ounce	1 slice  1 serving  $\frac{3}{4}$ cup or 1 ounce	See <i>Food Buying Guide for Child Nutrition Programs</i> for serving sizes.  (whichever is less)
<b>Meat/Meat Alternates:</b> One of the following or an equivalent combination: <ul style="list-style-type: none"> <li>• Lean meat, poultry or fish</li> <li>• *Alternate protein products (APP)</li> <li>• Cheese</li> <li>• Large egg</li> <li>• Peanut butter or other nut or seed butters</li> <li>• Cooked dry beans/peas</li> <li>• Nuts and/or seeds</li> <li>• Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed)</li> </ul>	$\frac{1}{2}$ ounce  $\frac{1}{2}$ ounce $\frac{1}{1}$ ounce $\frac{1}{2}$ egg 1 Tbsp.  2 Tbsp. $\frac{1}{2}$ ounce 2 ounces or $\frac{1}{4}$ cup	$\frac{1}{2}$ ounce  $\frac{1}{2}$ ounce $\frac{1}{2}$ ounce $\frac{1}{2}$ egg 1 Tbsp.  2 Tbsp. $\frac{1}{4}$ ounce 2 ounces or $\frac{1}{4}$ cup	1 ounce  1 ounce 1 ounce $\frac{1}{2}$ egg 2 Tbsp.  4 Tbsp. 1 ounce 4 ounces or $\frac{1}{2}$ cup	No more than 1 ounce of nuts or seeds may be served in any one meal.  Caution: Children under 5 are at a higher risk of choking than older children. It is recommended that nuts and/or seeds be served ground or finely chopped in a prepared food.

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

## Schedule C

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

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

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

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

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

## Schedule D

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

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

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

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

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

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

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

# Schedule E

## School Lunch Pattern for Traditional Food Based Menu Planning

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

Food Components	Minimum Quantities				Recommended Quantities
	Preschool		Grades K-3 ages 5-8 (Group III)	Grades 4-12 ages 9 & over (Group IV)	
	ages 1-2 (Group I)	ages 3-4 (Group II)			
<b>Meat or Meat Alternate</b> (quantity of the edible portion as served): Food Items A serving of one of the following or a combination to give an equivalent quantity: Alternate Protein Products Lean meat, poultry or fish Cheese Large egg(s) Cooked dry beans or peas Peanut butter or other nut or seed butters. Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed) Peanuts, soybeans, tree nuts or seeds, as listed in program guidance, meet no more than 50% of the requirement and must be combined in the meal with at least 50% of other meat or meat alternates (1 oz. of nuts/seeds = 1 oz. of cooked lean meat, poultry or fish).	1 oz. 1 oz. 1 oz. 1/2 cup 2 Tbsp. 4 oz. or 1/2 cup 1/2 oz. = 50%	1 1/2 oz. 1 1/2 oz. 1 1/2 oz. 3/4 cup 3/8 cup 3 Tbsp. 6 oz. or 3/4 cup 3/4 oz. = 50%	1 1/2 oz. 1 1/2 oz. 1 1/2 oz. 3/4 cup 3/8 cup 3 Tbsp. 6 oz. or 3/4 cup 3/4 oz. = 50%	2 oz. 2 oz. 2 oz. 1 1/2 cup 1/2 cup 4 Tbsp. 8 oz. or 1 cup 1 oz. = 50%	7-12 ages 12 & over (Group V) 3 oz. 3 oz. 3 oz. 1 1/2 cup 1/2 cup 6 Tbsp. 12 oz. or 1 1/2 cup 1 1/2 cup 1 1/2 oz. = 50%
<b>Vegetables or Fruits</b> 2 or more servings from different sources of vegetables or fruits or both to total:	1/2 cup	1/2 cup	1/2 cup	1/2 cup	• No more than one-half of the total requirement may be met with full-strength fruit or vegetable juice. • Cooked dry beans or peas may be used as a meat alternate or as a vegetable, but not as both in the same meal. • Enriched macaroni with fortified protein may be used as a meat alternate or as a bread alternate, but not as both in the same meal.
<b>Grains/Breads</b> Servings of grains/breads: Must be enriched or whole grain. A serving is a slice of bread or an equivalent serving of biscuits, rolls, etc., or 1/2 cup of cooked rice, macaroni, noodles, other pasta products or cereal grains or a combination of any of the above.	5 per week minimum of 1/2 serving per day	8 per week minimum of 1 serving per day	8 per week minimum of 1 serving per day	8 per week minimum of 1 serving per day	10 per week minimum of 1 serving per day NOTE: Food Buying Guide for Child Nutrition Programs provides the information for the minimum weight of a serving.
<b>Milk</b> (As a beverage)	1/2 cup (6 fl. oz.)*	1/2 cup (6 fl. oz.)	1/2 pint (8 fl. oz.)	1/2 pint (8 fl. oz.)	• Serve a variety of milk. • USDA recommends whole milk for children 1-2 years of age.

## Schedule F

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

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

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

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

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

## Schedule G

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

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

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

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

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

## Schedule H

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

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

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

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

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

## Schedule I

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

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

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

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

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

## Schedule J

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

Nutrients and energy allowances	Ages 3-6	Ages 7-10	Ages 11-13	Ages 14 and above
Energy Allowances/Calories	419	500	588	625
Total Fat (as a percent of actual total food energy)	(1.2)	(2)	(2)	(2)
Saturated Fat (as a percent of actual total food energy)	(1.3)	(3)	(3)	(3)
RDA for Protein (g)	5.50	7.00	11.25	12.50
RDA for Calcium (mg)	200	200	300	300
RDA for Iron (mg)	2.5	2.5	3.4	3.4
RDA for Vitamin A (RE)	119	175	225	225
RDA for Vitamin C (mg)	11.00	11.25	12.50	14.40

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

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

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

## Schedule K

### Afterschool Care Program Meal Pattern

Select two different components from the four listed.

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

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

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



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

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

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

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

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

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

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

EXHIBIT D

U. S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

Dallas County Juvenile Dept  
Organization Name

Permanent Agreement  
PR/Award Number or Project Name

Michael K. Griffiths  
Name of Authorized Representative

Juvenile Services Director  
Title

Michael K Griffiths  
Signature

April 10, 2009  
Date

**Exhibit D (Continued)**

**Instructions for Certification**

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

**Exhibit D (Continued)**

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

**EXHIBIT E  
CERTIFICATION REGARDING LOBBYING**

**PROCUREMENT**

**Certification Regarding Lobbying**

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

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

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

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

**Exhibit E (cont.)**

Dallas County Juvenile Department

2600 Lone Star Drive

Dallas, Texas 75212

Name/Address of Organization

Michael K. Griffiths

Name/Title of Submitting Official

  
Signature

April 10, 2009  
Date

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

**PROCUREMENT**

**Disclosure of Lobbying Activities**

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

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

Approved by OMB

0348-0046

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



**Exhibit F (Cont.)**

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

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

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

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

**Exhibit F (cont.)**

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

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

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

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

- a) The contractor agrees as follows:
  - i) To comply with all the requirements of Section 114 of the Clean Air Act, as amended [41 USC 1857, et seq., as amended by Public Law 91-604] and Section 308 of the Federal Water Pollution Control Act [33 USC 1251, et seq., as amended by Public Law 92-500], respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.
  - ii) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
  - iii) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
  - iv) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a)(4).
- b) The terms used in this clause have the following meanings:
  - i) The term "Air Act" means the Clean Air Act, as amended [41 USC 1857 et seq., as amended by Public Law 91-604].
  - ii) The term "Water Act" means Federal Water Pollution Control Act, as amended [33 USC 1251 et seq., as amended by Public Law 92-500].
  - iii) The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act [42 USC 1857c-5(d)], an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(c)] or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(d)], or an approved implementation procedure under Section 112(d) of the Air Act [42 USC 1857c-7(d)].

**Exhibit G (cont.)**

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

Clean Air and Water Certification

The bidder certifies as follows:

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

April 10, 2009  
(Date)

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

Exhibit H

Schedule of Applicable Laws

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



JUVENILE BOARD ORDER

ORDER NO: 2017 - XXX

DATE: June 26, 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 26<sup>th</sup> day of June, 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, Juvenile Board was briefed on June 26, 2017, regarding the Juvenile Department’s request to apply for continued participation in the USDA National School Lunch/Breakfast Program (NSLP), for school year 2017-2018; and
- WHEREAS, this request complies with the Dallas County Strategic Plan, specifically, Vision 2.b: *Network with County cities and regional partners to increase operational efficiency*; and
- WHEREAS, the National School Lunch/Breakfast Program reimburses the County for a portion of the cost of breakfasts, lunches and dinners served at the Juvenile Department’s six residential facilities; and
- WHEREAS, the Dallas County Juvenile Department anticipates reimbursements in excess of \$898,600 for the school year 2017-2018; and
- WHEREAS, during contract year 1999-2000, a revised contract format introduced an open-ended expiration date, contingent on neither party terminating the agreement, and our submission of a renewal agreement. The contract was redesigned in 2001, and again in 2006. Absent any of the reasons listed in the agreement, there is no expiration date. Ms. Denika Caruthers, Administrative Legal Advisor, has reviewed the current renewal documents. It is also recommended that the Dallas County Juvenile Department’s Deputy Director of Institutional Services be designated as the School Food Authority and act as contract manager for the National School Lunch/Breakfast Program, and that the Dallas County Judge and the Juvenile Department Executive Director or designee be identified as authorized alternate representatives.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approves the application to continue participation in the National School Lunch/Breakfast Program for the period July 1, 2017 through June 30, 2018.

DONE IN OPEN BOARD MEETING this this 26 day of June, 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:** June 26, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Juvenile Processing Offices – Dallas County Community College District Police Department and Seagoville Police Department.

**Background of the Issue:**

Amendments passed during the 77<sup>th</sup> 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:**

On March 1, 2017, all Dallas County Community College individual Police Departments were merged and became one agency, responsible for law enforcement and security at all Dallas County Community College campuses. The newly formed agency is now the Dallas County Community College District Police Department.

The Dallas County Community College District Police Department, Richland College campus, maintains Juvenile Processing Offices, Pecos Hall Rooms P161, P162, P163, P170, P172 and Kiowa Hall Room K110. These offices are located at 12800 Abrams Road, Dallas, Texas 75243. The rooms were previously designated as approved Juvenile Processing Offices on June 22, 2015, by this Department and the Dallas County Juvenile Board.

The Dallas County Community College District Police Department, Eastfield College Main campus maintains a Juvenile Processing Office, Room N112E, located at 3737 Motley Dr., Mesquite, Texas 75150. The room was previously designated as an approved Juvenile Processing Office on November 23, 2015, by this Department and the Dallas County Juvenile Board.

The Dallas County Community College District Police Department, Eastfield College Pleasant Grove campus maintains a Juvenile Processing Office, Room 112N, located at 802 S. Buckner Blvd., Dallas, Texas 75217. The room was previously designated as an approved Juvenile Processing Office on November 23, 2015, by this Department and the Dallas County Juvenile Board.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the Dallas County Community College District Police Department's Juvenile Processing Offices located at the Richland College campus, Rooms P161, P162, P163, P170, P172, were personally inspected by Rudy

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

Acosta, Deputy Director of Probation Services, on May 10, 2017. The Dallas County Community College District Police Department's Juvenile Processing Offices located at the Eastfield College Campus, both at the Main campus and the Pleasant Grove location, Rooms N112E and 112N, were personally inspected by Rudy Acosta, Deputy Director of Probation Services, on May 16, 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 representatives, Lt. Cesar Sena for the Richland College campus and Commanding Officer Michael Horak for both Eastfield College campuses, 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 Community College District Police Department made no referrals to the Dallas County Juvenile Department.

The Seagoville Police Department maintains Juvenile Processing Offices, Patrol Room and Interview Room, located at 600 N. Highway 175, Seagoville, Texas 75159. The rooms were previously designated as approved Juvenile Processing Offices on June 22, 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 Seagoville Police Department's Juvenile Processing Offices, Patrol Room and Interview room, were personally inspected by Leah Probst, Pre-Adjudication Manager, on May 25, 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, Support Services Manager Christine Dykes, during the site visit. The training provided the Agency representative with information from Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice Delinquency and Prevention Act outlining the requirements of operating a Juvenile Processing Office, and the specifics associated with the handling of juveniles in the Juvenile Processing Office. The training document was signed by the Agency representatives, and a copy will be maintained by the Juvenile Department.

In calendar year 2016, the Seagoville Police Department referred 12 juveniles to the Dallas County Juvenile Department. Of the 12 referrals, 7 (58.3%) were Hispanic and 5 (41.7%) were Black. Of the 12 referrals, 11 (91.7%) were male and 1 (8.3%) was female.

**Strategic Plan Compliance:**

This Juvenile Processing Office designation complies with the Dallas County Strategic Plan: Vision 3 - Dallas County is *safe, secure, and prepared*, by ensuring local law enforcement agencies adhere to Federal and State legislative mandates.

**Legal Impact:**

Law enforcement agencies must follow the Texas Family Code and Code of Criminal Procedure guidelines when processing youthful offenders:

In conformance with Title 3 of the Texas Family Code § 52.025, the Juvenile Board of Dallas County has ordered the plans and guidelines of each law enforcement agency in Dallas County operating a Juvenile Processing Office be amended and adopted as follows:

*SECTION 1. Any juvenile taken into custody and not released in the field by the officer shall be brought immediately to either an office or to an official designated site herein without unnecessary delay and without 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 Community College District Police Department, Richland College Campus, Rooms P161, P162, P163, P170, P172 and K110, located at 12800 Abrams Rd., Dallas, Texas 75243.

The Juvenile Department recommends the Juvenile Board approve the Juvenile Processing Office for the Dallas County Community College District Police Department, Eastfield College Main campus, Room N112E, located at 3737 Motley Drive, Mesquite, Texas 75150.

The Juvenile Department recommends the Juvenile Board approve the Juvenile Processing Office for the Dallas County Community College District Police Department, Eastfield College Pleasant Grove Campus, Room 112N, located at 802 S. Buckner Blvd., Dallas, Texas 75217.

The Juvenile Department recommends the Juvenile Board approve the Juvenile Processing Offices for the Seagoville Police Department, Patrol Room and Interview Room, located at 600 N. Highway 175, Seagoville, Texas 75159.

**Recommended by:**



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

**JUVENILE PROCESSING OFFICE DESIGNATIONS  
DALLAS COUNTY JUVENILE BOARD  
(Revised 5/16/17)**

- 1) Addison Police Department  
Juvenile Processing / Briefing Room  
4799 Airport Parkway  
Addison, TX 75001 972-450-7120  
Detention Supervisor, Mr. Michael Meharg
- 2) Barbara Bush Middle School  
room #D103 labeled as "Certified Juvenile  
Processing Room"  
515 Cowboy Parkway  
Irving, TX 75063  
Lt. Justin Essary ([jessary@dcschools.com](mailto:jessary@dcschools.com))  
972-915-6429
- 3) Balch Springs Police Department  
Room #1 Juvenile Room and Interview Room  
12500 Elam Road  
Balch Springs, TX 75180  
Sgt. Walts 972-557-6036 Cell 469-853-3958
- 4) Baylor Health Care Dept. of Public Safety  
Police Supervisors Room, Room 100.10-100.13  
4005 Crutcher Street, Ste 100  
Dallas, TX 75246 214-820-6193  
Asst. Chief Jesse Gomez/Det. Marlena Colvin
- 5) Carrollton Police Department  
Rooms 157-JPO1,138-JPO2  
137-JPO3,136-JPO4, 135-JPO5  
2025 Jackson Road  
Carrollton, TX 75006  
Sgt. Sheldon Blackwell 972-466-4328
- 6) Cedar Hill ISD Police Department  
Briefing/Training Office  
Door 5A entrance, Room 1 & 2  
504 E. Beltline Rd.  
Cedar Hill, TX 75104  
Lt. Eddie Thompson 469-272-2088
- 7) Cedar Hill Marshal's Office  
285 Uptown Boulevard, Room 7108  
Cedar Hill, TX 75014  
Marshall Leland Herron 972 291-1500 Ext.1048
- 8) Charlton Methodist Medical Center  
3500 W. Wheatland-Juvenile Processing Office  
Dallas, TX 75203  
Deputy Chief Howard Hollins 214-947-7711
- 9) City of Combine Municipal Court  
Combine Police Department  
Judge's Office, Chief's Office  
123 Davis Rd. Combine, TX 75159  
Chief of Police Jack Gilbert  
972-476-8790 (office) / 214-212-5103 (cell)
- 10) Cockrell Hill Police Department  
Juvenile Processing Office  
4125 W. Clarendon Drive  
Dallas, TX 75211  
Lt. Heraldo Hinojosa 214-939-4141
- 11) Coppell Police Department  
Room 125/ Juvenile Processing Room  
130 S. Town Center Blvd.  
Coppell, TX 75019  
Sgt. Bill Camp 972-304-3593
- 12) Dallas County Community College Police  
Department / Room N112E  
Eastfield College – Main Campus  
3737 Motley Dr.  
Mesquite, Texas 75150  
Commander Michael Horak 972-860-8344

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

13) Dallas County Community College Police  
Department / Room 112N  
Eastfield College – Pleasant Grove Campus  
802 S. Buckner Blvd.  
Dallas, Texas 75217  
Commander Michael Horak 972-860-8344

18) Dallas County Sheriff's Department  
Rooms C3-6 & C3-7  
Frank Crowley Courts Building  
133 North Riverfront Blvd.  
Dallas, TX 75202  
Detective Billy Fetter 214-653-3495

14) Dallas County Community College Police  
Department  
Pecos Hall – Rooms P161, P163, P170, P172  
Kiowa Hall – Room K110  
Richland College Campus  
12800 Abrams Road  
Richardson, Texas 75243  
Lt. C. Sena 972-761-6758

19) Dallas Independent School District P.D.  
Holding Rooms A&B, Report Room, Shift  
Briefing Room  
1402 Seegar Street Dallas, TX 75215  
Deputy Chief Gary Hodges (by  
Communications Manager Wilford Davis)  
214-932-5610 or 214-932-5613

15) Dallas County Hospital District P.D.  
Police Roll Call Room  
5201 Harry Hines Blvd. Dallas, TX 75235  
Capt. Richard D. Roebuck Jr. 214-590-4330

20) Dallas P.D.- Specialized Investigations  
Division – Operations Unit  
1400 S. Lamar St.  
Dallas, TX 75215  
Lt. Michael Woodbury/Detective R.P. Dukes  
214-671-4250/214-671-4255

16) 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

21) Desoto P.D.  
"Juvenile" Booking and Processing Office  
714 E. Beltline Rd.  
Desoto, TX 75115  
Det. W. Tillman 469-658-3028

17) 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](mailto:jessary@dcschools.com))  
972-915-6429

22) DFW International Airport P.D.  
Public Safety Station 1, Conference Room 154  
Small & Large Conference Room-CID  
2900 East 28<sup>th</sup> Street  
Airport, TX 75261  
Sgt. Kara Cooper 972-973-3561

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

- 23) Duncanville ISD - Byrd Middle School  
"Juvenile Processing Center" Room # 200F  
1040 W. Wheatland Road  
Duncanville, TX 75116  
Lt. Justin Essary 972-915-6429
- 24) 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](mailto:jessary@dcschools.com))  
972-915-6429
- 25) Duncanville Kennemer Middle School  
Room labeled as "Juvenile Processing Center"  
7101 W. Wheatland Road  
Dallas, TX 75249  
Lt. Justin Essary ([jessary@dcschools.com](mailto:jessary@dcschools.com))  
972-915-6429
- 26) Duncanville Police Department  
Juvenile Processing Room, located in Lobby  
203 E. Wheatland Road  
Duncanville, TX 75116  
Det. Kalef Jefferson 972-780-5037
- 27) Duncanville ISD - Reed Middle School  
"Juvenile Processing Center" Room # 509  
530 E. Freeman Road  
Duncanville, TX 75116  
Lt. Justin Essary 972-915-6429
- 28) 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
- 29) Garland Police Department  
Room J1008 & J1015  
1900 W. State Street  
Garland, TX 75042  
Supervisor Don McDonald 972-485-4891
- 30) 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
- 31) South Grand Prairie High School  
Room A122  
301 W. Warrior Trail  
Grand Prairie, TX 75052  
Chris Moore, S.R. Officer 972-522-2560
- 32) 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
- 33) Grand Prairie High School  
Room 501  
101 High School Drive  
Grand Prairie, TX 75050  
Edward Rahman, S.R. Officer 972-809-5707
- 34) Grand Prairie Johnson D.A.E.P.  
Room 13  
650 Stonewall Drive  
Grand Prairie, TX 75052  
Louis Whittington, S.R. Officer 972-262-7244

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*To assist referred youth in becoming productive,  
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- 35) Grand Prairie P.D.  
Rooms J1, J2, J3, J4, J5, J6, 1008A, 1009, 1010 & 1029  
1525 Arkansas Lane  
Grand Prairie, TX 75050  
Officer Teresa Coomes 972-237-8746
- 36) Grand Prairie Young Men’s Leadership Academy at Kennedy Middle School  
Room C110C  
2205 SE 4<sup>th</sup> Street  
Adrian Gilmore, S. R. Officer 972-522-3688
- 37) 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
- 38) Hutchins Police Department  
Patrol/Briefing Room  
205 W. Hickman  
Hutchins, TX 75141  
Sgt. Frank Garcia 972-225-2225
- 39) 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
- 40) Irving Police Department  
Report Writing Room  
5992 Riverside Dr.  
Irving, TX 75039  
Lt. Monty Vincent 972-721-2456
- 41) Lancaster ISD P.D.  
Elsie Robinson Middle School  
Juvenile Processing Room LISD Police #86  
822 W. Pleasant Run  
Office Keith Wilkerson 972-218-3086
- 42) Lancaster ISD P.D.-Headquarters  
Juvenile Processing Room 603  
814 W. Pleasant Run Road  
Lancaster, TX 75134  
Chief Sam Allen 469-261-8889
- 43) Lancaster ISD P.D.-Lancaster High School  
‘Juvenile Processing Office’  
Room G123, Police Office, Room C126A  
200 Wintergreen Rd.  
Lancaster, TX 75134  
Chief Sam Allen 469-261-8889
- 44) Lancaster P.D.  
Rooms A148 & B122  
1650 North Dallas Avenue  
Lancaster, TX 75134  
Assistant Chief W.C. Smith 972-218-2726
- 45) Methodist Health System P.D.  
Front Lobby  
1441 N. Beckley Ave  
Dallas, TX 75203  
Sgt. Det. Mary Manzay 214-947-8802
- 46) Mesquite Police Department  
Rooms 1016, 1019, 1021, 1022, 2008, 4045 & 4047  
777 North Galloway Avenue  
Mesquite, TX 75149  
Lt. Mitch Kovalcik 972-216-6796

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



- 47) Ranch View High School  
"Juvenile Processing Office" room C1314  
8401 Valley Ranch Parkway East  
Irving, Texas 75063  
Michael Huffman 972-968-5025
- 48) Richardson P.D.  
Youth Crimes Unit/Rooms D-207, D208 & D211  
140 North Greenville Avenue  
Richardson, TX 75081  
Sgt. Jaime Gerhart 972-744-4862
- 49) Rowlett Police Department  
Room 3, Juvenile Processing Room  
4401 Rowlett Road  
Rowlett, TX 75088  
Lt. David Nabors 972-412-6215  
Detective David Mayne 972-412-6292
- 50) Sachse Police Department  
Juvenile Division & Youth Holding Area  
Rooms PS116 and PS118  
3815 Sachse Rd.  
Sachse, TX 75048  
Lt. Steve Norris 469-429-9823
- 51) Seagoville Police Department  
Law Enforcement Center -  
Interview Room and Patrol Room  
600 North Highway 175  
Seagoville, TX 75159  
Manager Christine Dykes 972-287-6834
- 52) Southern Methodist University Police Dept.  
Briefing Room 214  
3128 Dyer Street Dallas, TX 75205  
Lt. Brian Kelly 214-768-1577
- 53) University Park P.D.  
Room 215, 2<sup>nd</sup> 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

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*To assist referred youth in becoming productive,  
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**JUVENILE BOARD ORDER**

**ORDER NO:** 2017-XXX

**DATE:** June 26, 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 26th day of June, 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 Community College District Police Department’s Eastfield College Pleasant Grove campus, maintains a Juvenile Processing Office, Rooms 112N, located at 802 S. Buckner Blvd., Dallas, Texas 75217. The room was previously designated as an approved Juvenile Processing Office on November 23, 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 Community College District Police Department’s Juvenile Processing Office, Rooms 112N, was personally inspected by Rudy Acosta, Deputy Director of Probation Services, on May 17, 2017. This site was determined to be suitable as a Juvenile Processing Office, and the designated area was clearly identified with affixed signage; and

**WHEREAS,** the Dallas County Community College District Police Department’s, Eastfield College Pleasant Grove campus, Juvenile Processing Office complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*; and

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

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve the Juvenile Processing Offices for the Dallas County Community College District Police Department, Eastfield College Pleasant Grove campus, Rooms 112N, located at 802 S. Buckner Blvd., Dallas, Texas 75217.

**DONE IN OPEN BOARD MEETING** this 26th day of June, 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board

**JUVENILE BOARD ORDER**

**ORDER NO:** 2017-XXX

**DATE:** June 26, 2017

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

**WHEREAS,** the Dallas County Community College District Police Department's Eastfield College Main campus, maintains a Juvenile Processing Office, Rooms N112E, located at 3737 Motley Drive, Mesquite, Texas 75150. The room was previously designated as an approved Juvenile Processing Office on November 23, 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 Community College District Police Department Juvenile Processing Office, Rooms N112E, was personally inspected by Rudy Acosta, Deputy Director of Probation Services, on May 16, 2017. The site was determined to be a suitable Juvenile Processing Office, and the designated area was clearly identified with affixed signage; and

**WHEREAS,** the Dallas County Community College District Police Department's, Eastfield College Main campus, Juvenile Processing Office complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*; and

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

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve the Juvenile Processing Offices for the Dallas County Community College District Police Department’s Eastfield College Main campus, Room N112E, located at 3737 Motley Drive, Mesquite, Texas 75150.

**DONE IN OPEN BOARD MEETING** this 26th day of June, 2017.

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

Recommended by:

Approved by:

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

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

**JUVENILE BOARD ORDER**

**ORDER NO:** 2017-XXX

**DATE:** June 26, 2017

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

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Name	Name	Name
Name	Name	Name
Name	Name	Name

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

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

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

**WHEREAS,** the Dallas County Community College District Police Department's Richland College campus, maintains Juvenile Processing Offices, Rooms P161, P162, P163, P170, P172, K110, located at 12800 Abrams Rd., Dallas, Texas 75243. The rooms were previously designated as approved Juvenile Processing Offices on June 22, 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 Community College District Police Department Juvenile Processing Offices, Rooms P161, P162, P163, P170, P172, K110, were personally inspected by Rudy Acosta, Deputy Director of Probation Services, on May 10, 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 Community College District Police Department's, Richland College campus, 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 Community College District Police Department, Richland College campus, Rooms P161, P162, P163, P170, P172, K110, located at 12800 Abrams Rd., Dallas, Texas 75243.

**DONE IN OPEN BOARD MEETING** this 26th day of June, 2017.

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

Recommended by:

Approved by:

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

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

**JUVENILE BOARD ORDER**

**ORDER NO:** 2017-xxx  
**DATE:** June 26, 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 26th day of June, 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 Seagoville Police Department maintains Juvenile Processing Offices, Patrol Room and Interview Room, located at 600 N. Highway 175, Seagoville, Texas 75159. The rooms were previously designated as approved Juvenile Processing Offices on June 22, 2015, by this Department and the Dallas County Juvenile Board; and
- WHEREAS,** in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the Seagoville Police Department's Juvenile Processing Offices, Patrol Room and Interview room, were personally inspected by Leah Probst, Pre-Adjudication Manager, on May 25, 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 Seagoville Police Department's 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 Seagoville Police Department, Patrol Room and Interview room, located at 600 N. Highway 175, Seagoville, Texas 75159.

**DONE IN OPEN BOARD MEETING** this 26nd day of June, 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



**ACTION ITEM**

**F.**



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** June 26, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Approval of a Memorandum of Understanding with Child and Family Guidance Center Safety Net Program

**Background of Issue:**

The Child and Family Guidance Center Safety Net program is a Department of State Health Services (DSHS) grant funded program that is committed to helping the youth of Dallas and Collin counties remain or become drug, alcohol, and tobacco free. They provide SAMSHA approved curriculum-based, youth support groups to ages 11 to 18 years old. Each year the program serves over 1200 youth in small group settings, providing youth the opportunity to acquire skills to better their immediate lives and pave the way for a brighter future. Some of the skills the youth learn are decision making, peer refusal, and communication skills while building a stronger bond with their school and/or home communities.

The Child and Family Guidance Center Safety Net program was implemented in July 2016 in the Dallas County Juvenile Department Drug Court Diversion Program. The Drug Court has enhanced the skills and long-term sobriety of the youth served and greatly benefitted from the Safety Net curriculum. The Dallas County Juvenile Department endeavors to extend the Safety Net drug education program to youth on Deferred Prosecution and youth on Court Ordered probation.

The Dallas County Juvenile Department recognizes that some families have limited transportation options and accessing services in their community may be ideal. The Dallas County Juvenile Department continually seeks dedicated treatment services that are developmentally appropriate for adolescents. The Child and Family Guidance Center Safety Net program strives to decrease/prevent alcohol, tobacco, and other drug use among at-risk youth, through drug education and curriculum-based small group services. Curriculum highlights include drug and alcohol education, goal-setting, stress management, communication skills, anger management, and community bonding. Child and Family Guidance Center can provide these classes at any of the Dallas County Juvenile Department satellite offices to youth and families.

The purpose of this brief is to request authorization to execute the attached Memorandum of Understanding (MOU) with the Child and Family Guidance Center's Safety Net Program. This MOU replaces the previous MOU between the Dallas County Juvenile Department and Child and Family Guidance Safety Net Program signed on June 27, 2016.

**Impact on Operations and Maintenance:**

The Dallas County Juvenile Department seeks to enhance the skills and long-term sobriety of the youth served and would greatly benefit from the Safety Net curriculum. Service delivery will be coordinated, administered, and monitored by

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*To assist referred youth in becoming productive,  
law abiding citizens, while promoting public safety and victim restoration.*  
214-698-2200 Office 214-698-5508 Fax

Dallas County Juvenile Department staff to participating youth. The support groups will be facilitated by Child and Family Guidance Center Safety Net professionals with a variety of credentials, including Master's level social worker to Licensed Professional Counselors. Each workshop session will be 30 - 90 minutes in length in accordance with grant requirements, dependent upon specific services requested by site. The location of the program delivery will be at any of the Dallas County Juvenile Department's workplace locations.

**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 attached Memorandum of Understanding with Child and Family Guidance Center Safety Net Program has been reviewed and approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor. Form 1295 has been completed per requirements.

**Financial Impact/Considerations:**

There is no cost associated with said services, thus having no financial impact on the Juvenile Department or the County.

**Performance Impact Measures:**

The Safety Net Program only serviced 9 participants in 2016, due to the fiscal year ending. In 2016, they had an 89% completion rate, a 63% successful completion rate, and a 56% overall success rate. The ideal outcomes would be an increase in communication, self-esteem, and good decision making. Specific outcome measures are based on completion of the program (attendance of at least 80% of the lessons) and scores on questionnaires that are obtained at the beginning of the program and then at its completion.

**Project Schedule/Implementation:**

The Term of this Agreement shall be from July 1, 2017 to June 30, 2018. This agreement may be renewed for two additional 12 month periods. Any agreement to change the terms of this Agreement, including but not limited to extensions and renewals, shall be valid only if the change is made by mutual agreement and approved in writing by an authorized official of each party.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Memorandum of Understanding with the Child and Family Guidance Center Safety Net program for the Dallas County Juvenile Department. It is further recommended that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

Recommended by:



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

**MEMORANDUM OF UNDERSTANDING BETWEEN  
DALLAS COUNTY JUVENILE DEPARTMENT AND CHILD AND FAMILY GUIDANCE SAFETY NET PROGRAM**

This Memorandum of Understanding (MOU) is entered into between Child and Family Guidance Center Safety Net Program and Dallas County Juvenile Department (DCJD). The individuals signing this MOU expressly acknowledge that they have the authority to execute it.

**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.
- D.

**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.

**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. Child and Family Guidance Center understands that under no circumstances should individuals working on behalf of Child and Family Guidance Center Safety Net Program, 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. Child and Family Guidance Center understands that the names of individual working on behalf of Child and Family Guidance Center, 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. Child and Family Guidance Center understands that individuals involved in the Safety Net Program on behalf of Child and Family Guidance Center must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
4. Child and Family Guidance Center must ensure that staff involved in the Program, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.
5. Child and Family Guidance Center understands that individuals working on behalf of Child and Family Guidance Center, 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.

*Memorandum of Understanding between Dallas County Juvenile Department and Child and Family Guidance Safety Net Program*

6. Child and Family Guidance Center understands that individuals working on behalf of the Child and Family Guidance Center, 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. Child and Family Guidance Center will supply all materials, equipment and durable goods necessary to the program.
8. Child and Family Guidance Center agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.
9. The Term of this Agreement shall be from July 1, 2017 to June 30, 2018. This agreement may be renewed for two additional 12 month periods. Any agreement to change the terms of this Agreement, including but not limited to extensions and renewals, shall be valid only if the change is made by mutual agreement and approved in writing by an authorized official of each party.

**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**

*Memorandum of Understanding between Dallas County Juvenile Department and Child and Family Guidance Safety Net Program*

It is Child and Family Guidance Center's responsibility to make sure that it has a comprehensive general liability and professional insurance with "personal injury" coverage, with minimum limits of \$1,000,000 for bodily injuries to or death of a person, and an aggregate of \$500,000.00 for any one (1) occurrence is in place for the Child and Family Guidance Center program. There is also an additional umbrella policy of \$2,000,000 for events related to the covered activity but not outlined in the policy.

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

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

#### **INDEMNIFICATION**

Child and Family Guidance Center to the fullest extent allowed by law, agrees to indemnify and hold harmless DALLAS COUNTY, Dallas County Juvenile Board, Dallas County Juvenile Department, its assigns, officers, directors, employees, agents, representatives (referred collectively in this Section as "COUNTY" against all claims, demands, actions, suits, losses, damages, liabilities, costs, and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorney's fees) incurred by or sought to be imposed upon County because of injury (including death), including but not limited to exposure to any infections, communicable or sexually transmitted disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission by Big Thought in performance of this Agreement and/or Program, except to the extent such liability, damage fine or expense is the result of negligent acts or omissions of the County.

#### **CHOICE OF LAWS AND VENUE**

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

#### **SEVERABILITY**

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

#### **SOVEREIGN IMMUNITY**

*Memorandum of Understanding between Dallas County Juvenile Department and Child and Family Guidance Safety Net Program*

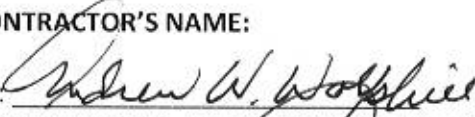
This MOU is expressly made subject to Dallas County's sovereign immunity, Title 5 of the Texas Civil Remedies Code and all applicable State and Federal law. The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from 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

**CONTRACTOR'S NAME:**

BY:   
Andrew Wolfskill, ~~Interim~~ Chief Executive Officer  
Child and Family Guidance Center

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

**APPROVED AS TO FORM\*:**

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



**ATTACHMENT A**  
**Contract Specifications**

Safety Net Program—Child and Family Guidance Center

I. **COST:**           \$0

II. **PROGRAM SCHEDULE:**

- A. Service Week: varies per location
- B. Service Hours: 30-90 minute sessions in accordance with grant requirements, dependent upon specific services requested by site
- C. Service Delivery Location: All workplaces of the Dallas County Juvenile Department

III. **PROGRAM COMPONENTS**

- A. Positive Action Curriculum Lessons ([www.positiveaction.net](http://www.positiveaction.net))  
Frequency: Weekly (6-8 weeks per rotation)
- B. Alcohol, Tobacco, and Other Drug Educational Presentations  
Frequency: Weekly-30 minutes of time frame or as requested  
  
Alcohol, Tobacco, and Other Drug Educational Activities  
Frequency: Weekly-30 minutes of time frame or as requested

IV. **PROGRAM MECHANICS**

- A. **Length of stay:** N/A
- B. **Holiday Schedule:** various based on needs
- C. **Summer Schedule:** session run

mid-July through mid-August

D. **Transportation:** Provided by participant's family

E. **Meals/Snacks:** Snacks may be provided by DCJD staff.

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

A. 1-2 Certified Prevention Specialists employed and trained by Child and Family Guidance Center per 10 participants.

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.

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](http://www.dallascounty.org/department/HR/title_vi.html) or at the address above.

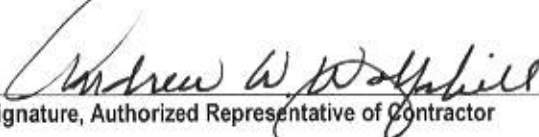
A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W.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

  
Signature, Authorized Representative of Contractor

6/8/2017  
Date

CEO  
Title

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
 2017-220743

Date Filed:  
 06/08/2017

Date Acknowledged:

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

Chjild and Family Guidance Centers  
 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

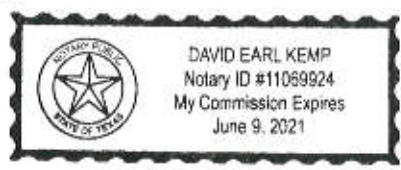
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

JB-32  
 Safety Net Program

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.



*[Handwritten Signature]*  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jeff Keehn, this the 8th day of June, 2017, to certify which, witness my hand and seal of office.

*[Handwritten Signature]*  
 Signature of officer administering oath

David Earl Kemp  
 Printed name of officer administering oath

Notary  
 Title of officer administering oath

**JUVENILE BOARD ORDER**

**ORDER NO:** 2017-XXX

**DATE:** June 26, 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 26<sup>th</sup> day of June, 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 Child and Family Guidance Center Safety Net Program is a Department of State Health Services (DSHS) grant funded program that is committed to helping youth of Dallas and Collin counties remain or become drug, alcohol, and tobacco free; they provide SAMSHA approved curriculum-based, youth support groups to ages 11 to 18 years old. Each year the program serves over 1200 youth in small group settings, providing youth the opportunity to acquire skills to better their immediate lives and pave the way for a brighter future. Some of the skills the youth learn are decision making, peer refusal and communication while building a stronger bond with their school and/or home communities; and

**WHEREAS,** the Child and Family Guidance Center Safety Net program was implemented in July 2016 in the Dallas County Juvenile Department Drug Court Diversion Program. The Drug Court has enhanced the skills and long-term sobriety of the youth served and greatly benefitted from the Safety Net curriculum. The Dallas County Juvenile Department endeavors to extend the Safety Net program to youth on Deferred Prosecution and youth on court ordered probation and needing drug education; and

**WHEREAS,** the Dallas County Juvenile Department seeks to enhance the skills and long-term sobriety of the youth served and would greatly benefit from the Safety Net curriculum. Service delivery will be coordinated, administered, and monitored by Dallas County Juvenile Department staff to participating youth. The support groups will be facilitated by Child and Family Guidance Center Safety Net professionals with a variety of credentials, including Master’s level social worker to Licensed Professional Counselors. Each workshop session will be 30 - 90 minutes in length in accordance with grant requirements, dependent upon specific services requested by site. The location of the program delivery will be at any of the Dallas County Juvenile Department’s workplace locations; and

**WHEREAS,** the Memorandum of Understanding with Child and Family Guidance Center Safety Net Program has been reviewed and approved as to form by Mrs. Denika Caruthers, Dallas County Juvenile Department’s Administrative Legal Advisor and Form 1295 has been completed per requirements; and

**WHEREAS,** there is no cost associated with said services, thus having no financial impact on the Juvenile Department or the County; and

**WHEREAS,** upon completion of the program the youth will be given an assessment questionnaire on the skills learned through the support groups; and

**WHEREAS,** the Term of this Agreement shall be from July 1, 2017 to June 30, 2018. This agreement may be renewed for two additional 12 month periods. Any agreement to change the terms of this Agreement, including but not limited to extensions and renewals, shall be valid only if the change is made by mutual agreement and approved in writing by an authorized official of each party.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve the Memorandum of Understanding between the Dallas County Juvenile Department and Child and Family Guidance Center Safety Net Program.

**DONE IN OPEN BOARD MEETING** this 26<sup>th</sup> day of June, 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



**ACTION ITEM**

**G.**





**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** June 26, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Licensure Renewal as a Functional Family Therapy Provider with Functional Family Therapy, LLC.

**Background of Issue:**

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

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

From July 27, 2016 – to present (June 26, 2017), 175 youth (and their respective families) have been served in some capacity by FFT. This includes individuals involved in all of our deferment courts (Youth Offender Court (YOC), Experiencing Success Through Empowerment, Encouragement and Mentoring (ESTEEM), Diversionary Male Court (DMC), and Mental Health Court (MHC) as well as youth on probation. In regards to the post assessments received from our families, the most recent evaluation (spanning the dates January 1, 2017 – May 1, 2017) stated that 90% of families had a "positive outcome." This is 10% above the standards for FFT LLC (80%). Additionally, it should be noted that this number has been consistent over the course of the past contract period. Of note, Dallas County's FFT National Consultant, Ms. Julie Elmenhurst, indicated that Dallas County is "consistently one of the top FFT agencies in all of FFT LLC when it comes to outcome data."

The current FFT LLC contract expires July 26, 2017.

**Impact on Operations and Maintenance:**

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

**Strategic Plan Compliance:**

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

**Legal Information:**

The attached professional services contract with FFT, LLC has been reviewed and approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor. Form 1295 has been completed per requirements.

**Financial Impact/Considerations:**

The Dallas County Juvenile Department shall pay a total \$7,000 shared between two fiscal years beginning July 27, 2017, to July 26, 2018 (fiscal year 2017 and 2018). Payment schedule will be as follows: \$5,000 for the initial payment (due 60 days from start of contract) and four quarterly payments of \$500. Additionally, Dallas County Juvenile Department will pay travel expenses for FFT trainers and additional training required by new and current Dallas County employees. FFT LLC will invoice Dallas County Juvenile Department for payment of fees and travel expenses accompanied by original documents as they accrue. This information has been reviewed and approved by Ms. Carmen Williams, Budget Services Manager.

**Recommendation:**

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

**Recommended by:**



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

May 12, 2017

Terry S. Smith, Ph.D.  
Executive Director  
Dallas County Juvenile Department  
2600 Lone Star Dr.  
Dallas, TX 75212

Dear Dr. Smith

Per Dr. Campinha-Bacote's request, I am providing you with a status report for your FFT team.

Your FFT team is currently in Phase 3, which is the most independent FFT phase. Darius Campinha-Bacote, Psy.D, is the FFT clinical site lead. We are very pleased with the FFT clinical consultation that Dr. Campinha-Bacote is providing the FFT team. Based on available data, Dr. Campinha-Bacote does a superb job with monitoring, educating, and supporting the FFT therapists to practice the FFT model with fidelity.

Dr. Campinha-Bacote and I have monthly calls. Our most recent call was on May 5, 2017. Our calls involve topics such as completion rate, treatment pacing, thoroughly completing session notes, clinical focus based on phase goals, matching to families, managing youth and family crises, embracing the core principles of the model, and planning for sessions.

Our annual 1-day FFT training is scheduled for Friday June 30, 2017.

Please do not hesitate to let me know of any questions or concerns.

Sincerely,



Julie Elmenhorst, LCSW  
FFT National Consultant



# FUNCTIONAL FAMILY THERAPY

## *CONTRACT*

This Contract for Services (this "Contract") is made effective as of July 27, 2017 by and between  
Dallas County Juvenile Department of 2600 Lone Star Drive, Dallas, TX 75212

and

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

This Contract will terminate automatically on July 26, 2018 or upon completion of activities listed in Exhibit B.

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

### **Confidentiality and Intellectual Property**

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

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

- a. FFT LLC shall grant to Dallas County Juvenile Department shall accept from FFT LLC, subject to the terms and conditions of this contract, a non-exclusive, nontransferable right and license to use, and permit its FFT trained therapists who are a part of an FFT working group to use, the FFT System in the treatment of individuals with severe clinical problems.

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

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

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

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

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

learn and apply the model are critical factors in learning, therapist fidelity, and program outcomes.

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

### **Site Certification—Training**

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

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

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

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

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

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

Should a local FFT program deviate from what is described in their site application, they must discuss any desired or anticipated changes with their FFT Implementation Consultant.

Certified sites do not make alterations to the FFT program that may negatively impact the ability for site clinicians to adhere to or competently deliver the FFT model.

### **Indemnification**

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

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

Approval and acceptance of FFT's services by County shall not constitute nor be deemed a release of the responsibility and liability of FFT, its subcontractors, employees, officers, agents, invitees, licensees or assigns for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County



for any defect, error or omission in the services performed by FFT, its subcontractors, employees, officers, agents, invitees, licensees or assigns in this regard. FFT shall defend, hold harmless, and indemnify the County for damages resulting from such defects, errors or omissions. These provisions shall survive termination, expiration, or cancellation of this Agreement or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

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

**Sovereign Immunity:**

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

**Remedies**

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

**Research**

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

**Entire Agreement**

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

**Amendment**

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

**Governing Law**

This Contract shall be construed in accordance with the laws of the State of Texas, United States of America and county of Dallas. Required Certificate of Interested Parties form (HB1295) has been submitted to the Texas Ethics Commission. See Exhibit D

**Notice**

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

**Assignment**

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

**Title VI Assurances**

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 entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an 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).

This Agreement contains information concerning Dallas County's Title VI Assurances/Compliance Policy and Contractor responsibilities. See Exhibit C.

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

IN WITNESS WHEREOF, we here unto affix our signature this \_\_\_\_\_ day of \_\_\_\_\_, 2017

*For: Dallas County Juvenile Department*

**Recommended By:**

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

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

*For: FFT LLC*

\_\_\_\_\_  
Douglas Kopp  
Name

\_\_\_\_\_  
President  
Title



\_\_\_\_\_  
5/8/17

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**EXHIBIT A: Payment Rates and Procedures**

For Phase 3 FFT consultation services, Dallas County Juvenile Department shall pay a total \$7,000 in US Dollars to FFT LLC according to the following schedule:

Initial Payment Due 60 days from start of Contract:	\$5,000
Four Quarterly Payments of:	\$500

Additionally, Dallas County Juvenile Department will pay travel expenses for FFT trainers. Travel per diem is set in the United States at \$42/day. FFT LLC will invoice Dallas County Juvenile Department for payment of fees and travel expenses accompanied by original documents as they accrue.

## **EXHIBIT B: Training Detail**

Phase 3 of 3: FFT Site Certification includes the following training activities and services:

### **FFT SUPERVISOR PHONE CONSULTATION**

Monthly for one hour, on-site FFT supervisor/team receive phone consultation to assist in providing the certified site clinical consultation on cases and on-going focus on the FFT model.

### **ADMINISTRATIVE CONSULTATION**

FFT will provide on an as needed basis consultation in program design and organization in order to maximize service delivery and model fidelity.

### **ACCESS TO CSS SUPERVISOR WEB-BASE / RECERTIFICATION**

The supervisor will be provided logons and passwords to the supervisor portion of the web-based CSS system. Supervisors will be trained at supervisor training in the use of therapist adherence and competence assessments and use of other site reporting forms that are available on the CSS. During the course of Phase 3, the certified site's database will be reviewed for issues of model adherence, outcome, and service delivery trends for purposes of recertification.

## EXHIBIT C: Title VI Assurances/Compliance Policy

### 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



FFT Contract Between Dallas County Juvenile Department and FFT LLC

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](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](http://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: Functional Family Therapy LL**



\_\_\_\_\_  
**Signature, Authorized Representative of Contractor**

CEO

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
May 8, 2017

**Date**

# 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.

FFT LLC  
1251 NW Elford Drive, WA United States

Certificate Number:  
2017-194571

Date Filed:  
04/18/2017

Date Acknowledged:

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

Dalla 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.

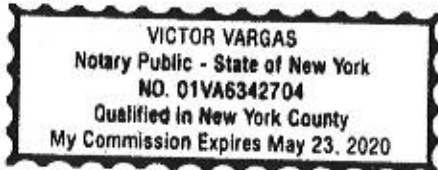
JB-26  
Clinical Training

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.



*Anne P. Niemann*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Anne P Niemann, this the 18<sup>th</sup> day of April, 2017, to certify which, witness my hand and seal of office.

*Victor Vargas*  
Signature of officer administering oath

Victor Vargas  
Printed name of officer administering oath

Notary  
Title of officer administering oath

**JUVENILE BOARD ORDER**

**ORDER NO:** 2017-XXX

**DATE:** June 26, 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 26th day of June, 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,** On March 23, 2009, the Juvenile Board approved the Juvenile Department’s request to apply for site certification and training to implement a Functional Family Therapy (FFT) program; the Department was subsequently certified and licensed by FFT LLC, the national FFT organization has copyrighted the program, and we have been providing a best practices FFT program since this time; and
- WHEREAS,** the current FFT LLC contract expires July 26, 2017; thus, the Juvenile Department requested the Juvenile Board approve the Juvenile Department entering into a new contract with FFT LLC effective July 27, 2017 through July 26, 2018, as indicated by FFT; and
- WHEREAS,** our FFT program has been highly successful since its implementation in 2009, and we have expanded both our staff in the program and the services offered in the ensuing years; FFT is now not only utilized for our youth on Court-ordered probation, as originally designed; but we have expanded our client base to include diversion youth and youth in several of our Specialty Courts, such as Girls ESTEEM Court, Mental Health Court, Diversion Male Court (DMC), and our newest Youthful Offender Court (YOC); and
- WHEREAS,** we have future expansion plans for this program as well and it would be most advantageous to the Department to continue the professional services agreement with FFT LLC as outlined in the contract and continuing to provide the best practices model to the youth and families who are referred to us; and
- WHEREAS,** this request conforms to the Dallas County Strategic Plan - Vision 3: Dallas is safe, secure, and prepared, as evidenced by the implementation of best practices and that the allocation of juvenile justice resources is being maximized; and
- WHEREAS,** the attached professional services contract with FFT LLC has been reviewed and approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department’s Administrative Legal Advisor; and

**WHEREAS,** the Dallas County Juvenile Department shall pay a total \$7,000 shared between two fiscal years beginning July 27, 2017, to July 26, 2018 (fiscal year 2017 and 2018). Payment schedule will be as follows: \$5,000 for the initial payment (due 60 days from start of contract) and four quarterly payments of \$500. Additionally, Dallas County Juvenile Department will pay travel expenses for FFT trainers and additional training required by new and current Dallas County employees. FFT LLC will invoice Dallas County Juvenile Department for payment of fees and travel expenses accompanied by original documents as they accrue.

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

**DONE IN OPEN BOARD MEETING** this 26th day of June, 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:** June 26, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Application of Licensure for the Letot Residential Treatment Center-Residential Drug Treatment Program

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**Background of Issue:**

The Dallas County Juvenile Department has provided substance abuse treatment services through the Dallas County Juvenile Services Substance Abuse Unit (SAU) and the Dallas County Residential Drug Treatment program (RDT), funded from the Juvenile Department's Dallas County budget.

RDT is located in the Jerome McNeil Jr. Detention Center and was initially licensed on August 13, 2009 as a 70 bed, intensive drug treatment program providing chemical dependency treatment for both male and female clients ages 13-17 who are involved in the Juvenile Justice System. This program is licensed by the Texas Department of Health Services and provides a minimum 30 hours of treatment-related services per week including individual, group, and family counseling. Other services include education, social skills, and relapse prevention. The program is 3-6 months in length based on treatment needs. The program currently services a male and female population at this site.

The Letot Residential Treatment Center is located at 10503 Denton Drive, Dallas, Texas; 75220. It is a long term residential treatment center that provides therapeutic support for females between the ages of 13-17; who are post-adjudicated. Services offered at Letot include but are not limited to developing and mastering coping skills, learning how to regulate difficult emotions such as anger, frustration and sadness; learning conflict resolution and anger management skills; and basic drug education. The program is 6-9 months in length based on treatment needs.

The purpose of this briefing is to request approval to license 21 beds in the Letot Residential Treatment Center as a Residential Drug Treatment Program for the female population.

**Impact on Operations and Maintenance:**

RDT offered Substance Abuse Treatment services to 29 female participants ages 13-17 during the calendar year of 2016. The licensure of Letot Residential Center as a Substance Abuse Treatment facility will allow this facility to provide substance use services to females who have been referred to the Dallas County Juvenile Department and need substance abuse services in a gender specific environment.

Licensure through the Texas Department of State Health Services is required to provide substance abuse treatment. It maybe renewed every two years as required by the Texas Department of Health Services, under the Regulatory Licensing Unit/Facility Licensing Group – MC2003, for the estimated cost of \$825.00. Funding would be provided by the Dallas County Juvenile Department's General Fund.

**Strategic Plan Compliance:**

This request complies with the Dallas County Strategic Plan: Vision 3- *Synergize public safety programs and services across the County with regard to the treatment of youth/families involved in the juvenile justice system.*

**Legal Information:**

The licensure will allow the Letot Residential Treatment Center to meet the licensure requirements through the Texas Department of State Health Services; needed to provide substance abuse services.

**Financial Impact/Considerations:**

The total estimated cost for licensure of the Letot Residential Center-Residential Drug Treatment Program to operate as a Substance Abuse Treatment facility is \$825.00 for two years. Funding will come from coding 120-5110-2150 (license and permit fees). The financial impact has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

**Performance Impact Measures:**

The program available through The Letot Residential Treatment –Residential Drug Treatment Program will meet the needs of the female population, in a gender specific environment, who have been referred to the Dallas County Juvenile Department and need substance abuse treatment.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board authorize the Juvenile Department to approve the Application of Licensure for the Letot Residential Treatment Center-Residential Drug Treatment Program, through the Texas Department of State Health Services, Substance Abuse Facility Licensing Group – to provide residential drug treatment services to the female population in a gender specific environment.

**Recommended by:**

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

**JUVENILE BOARD ORDER**

**ORDER NO:** 2017-XXX

**DATE:** June 26, 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 26<sup>nd</sup> day of June, 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 June 26, 2017 Board meeting, the Dallas County Juvenile Board approved for beds in the Letot Residential Treatment Center to be licensed to provide Residential Drug Treatment. This program is licensed by the Texas Department of Health Services and provides a minimum 30 hours of treatment-related services per week including individual, group, and family counseling. Other services include education, social skills, and relapse prevention. The program is 6-9 months in length based on treatment needs. The program services a female population at this site; and

**WHEREAS,** the services provided by the Licensed Chemical Dependency Counselors (LCDC), will occur at 10503 Denton Drive, Dallas, Texas; 75220; and

**WHEREAS,** 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 the Dallas County Strategic Plan: Vision 3- Synergize public safety programs and services across the County with regard to the treatment of youth/families involved in the juvenile justice system; and

**WHEREAS,** a request for licensure has been approved. The licensure allowing the Letot Residential Treatment Center to meet the licensure requirements through, the Texas Department of State Health Services; needed to provide substance abuse services has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers. 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 \$825.00 from coding 120-5110-2150 (license and permit fee). The financial impact has been reviewed and approved by Ms. Carmen Williams, Budget Manager; and

**WHEREAS,** this licensure is valid for two years from the date of initial licensure; and



**WHEREAS,** the Dallas County Juvenile Department must provide data measuring the results of the work done under this solicitation; and

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve Application of Licensure for the Letot Residential Treatment Center-Residential Drug Treatment Program. 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 26<sup>th</sup> day of June, 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:** June 26, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Juvenile Detention Alternatives Initiative (JDAI) Coordinator Professional Services Contract Renewal

**Background of Issue:**

In May of 2006, the Juvenile Board approved participation in the Juvenile Detention Alternatives Initiative (JDAI) sponsored by the Annie E. Casey Foundation (AECF).

The designation as a JDAI replication site initially included a three-year grant award payable in increments of \$100,000 for each year of implementation. June 30, 2009 was scheduled to be the last day of the initial grant. Since then, the Juvenile Department has continued its collaboration with the AECF on a year to year basis. July 1, 2017 will be the beginning of the 12<sup>th</sup> year of the JDAI project in Dallas County. The Annie E. Casey Foundation determines the yearly funding for maintenance of the implemented initiatives. Local sites such as Dallas County will receive a smaller award than state sites for maintenance.

Thus, the purpose of this briefing is to seek approval for continued participation in the JDAI project sponsored by the AECF, and the approval of a professional services contract renewal with Dr. Jaya Davis for coordination of the JDAI project.

**Impact on Operations and Maintenance:**

The JDAI Coordinator, Dr. Jaya Davis, will continue to assist in compiling qualitative and quantitative data required for the completion of the JDAI project. The Juvenile Department continues to consistently validate the Risk Assessment Instrument (RAI), which assists in objective decision-making with regard to risk factors; thereby increasing the likelihood that decisions about detaining youth in secure detention will be made based upon risk as opposed to treatment, racial determinates or mental health needs. Additionally, the Department's JDAI committees (Leadership, Ownership and Authority; Collecting and Analyzing Data; Alternatives to Detention; Objective Admissions Policies and Practices; Case Processing Analysis and Changes; Reductions in Special Detention Populations; Reductions in Racial/Ethnic Disparities and Disproportionate Minority Confinement; Conditions of Confinement; and Gender Specific Groups) which include community stakeholders, juvenile judges, attorneys, and juvenile department staff will continue to work in accordance to the development plan for year twelve.

**Strategic Plan Compliance:**

This request conforms to the Dallas County Strategic Plan – Vision 3 *Dallas County is safe, secure, and prepared by synchronizing data collection systems and processes across local government entities and departments.* In addition, the

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

current proposal adheres to Vision 3 by convening local criminal justice partners to identify and expand detention and sentencing alternatives with regard to the professional services contract with Dr. Jaya Davis as the JDAI Coordinator.

**Legal Impact:**

The professional services contract with Dr. Jaya Davis has been reviewed by the Department's Administrative Legal Advisor, Ms. Denika Caruthers. She has approved this contract as to form.

**Financial Impact/Considerations:**

The Juvenile Department has received JDAI funding in the amount of \$15,000 a year following the initial award for the first three years of our participation. The Year 12 monetary award is expected to be \$15,000 as well, based on conversations with the Annie E. Casey Foundation. The current professional services contract budget totals \$12,000 for the JDAI consultant. This stipend will come from the funds that are available from the Annie E. Casey Foundation grant. This financial information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's continued participation in the JDAI project sponsored by the AECF. It is also recommended that the Juvenile Board approve the professional service contract renewal with Dr. Jaya Davis as coordinator of the JDAI project.

**Recommended by:**



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

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



## JUVENILE DELINQUENCY IN DALLAS COUNTY

### Referrals from Calendar Year 2006-2016

OFFENSE TYPES	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Homicide (F)	10	4	7	5	9	7	6	9	5	5	3
Attempted Homicide (F)	0	0	0	0	0	0	0	0	0	0	0
Sexual Assault (F)	192	191	172	151	148	136	180	160	170	142	168
Robbery (F)	217	241	194	184	136	161	144	226	209	217	199
Assaultive (F)	310	330	317	283	268	243	244	236	269	272	248
Other Violent (F)	4	3	3	2	2	1	1	0	3	3	1
Burglary (F)	571	541	586	482	446	424	391	427	395	367	251
Theft (F)	260	238	209	171	132	149	117	184	176	214	252
Other Property (F)	156	128	138	131	102	62	66	51	68	66	54
Drug Offenses (F)	239	296	212	158	126	122	94	105	91	54	64
Weapons Offenses (F)	86	64	87	62	76	36	50	46	55	49	61
Other Felony (F)	110	78	103	51	94	65	80	60	72	87	69
<b>Total Felony</b>	<b>2,155</b>	<b>2,114</b>	<b>2,028</b>	<b>1,680</b>	<b>1,539</b>	<b>1,406</b>	<b>1,373</b>	<b>1,504</b>	<b>1,513</b>	<b>1,476</b>	<b>1,370</b>
Weapons Offenses (M)	61	71	62	58	35	28	31	48	30	33	59
Assaultive (M)	769	742	730	612	607	596	515	516	631	595	539
Theft (M)	779	758	766	775	631	582	697	614	582	528	352
Other Property (M)	412	383	337	287	243	208	192	178	170	211	184
Drug Offenses (M)	638	523	541	565	403	377	394	440	499	453	387
Other Misdemeanors (M)	749	667	701	640	541	493	491	516	513	481	441
<b>Total Misdemeanors</b>	<b>3,408</b>	<b>3,144</b>	<b>3,137</b>	<b>2,937</b>	<b>2,460</b>	<b>2,284</b>	<b>2,320</b>	<b>2,312</b>	<b>2,425</b>	<b>2,301</b>	<b>1,962</b>
Contempt of Magistrate (M*)	1,633	2,055	2,171	1,986	1,480	1,188	1,278	489	472	201	0
Violation of Court Order (M*)	1,085	1,085	1,054	1,140	1,058	850	776	652	577	598	554
<b>Total VOP and Contempt</b>	<b>2,718</b>	<b>3,140</b>	<b>3,225</b>	<b>3,126</b>	<b>2,538</b>	<b>2,038</b>	<b>2,054</b>	<b>1,141</b>	<b>1,049</b>	<b>799</b>	<b>554</b>
Truancy	165	178	79	98	64	27	23	15	4	1	2
Runaway	1,035	1,273	1,178	983	851	789	811	779	805	867	787
Alternative Education Expulsion	427	338	129	109	66	53	21	7	39	16	10
Property (was theft)	17	23	30	30	29	25	10	13	10	10	11
Disorderly Conduct	59	55	43	38	46	49	34	24	6	3	6
Drugs	3	1	3	8	5	4	5	8	1	3	2
Liquor Laws	13	22	15	18	7	3	5	5	2	1	1
Sex Offenses	0	0	0	0	0	5	9	6	3	0	0
Other CINS	321	261	268	284	248	286	243	215	230	421	386
Crisis Intervention	56	73	36	0	14	42	45	43	106	0	0
Failure to Appear in Juvenile Court	-	-	-	-	8	27	51	83	54	21	7
Violations of Conditions of Release	-	-	-	-	0	43	37	39	51	29	38
<b>Total CINS, Crisis Intervention and Other Administrative</b>	<b>2,096</b>	<b>2,224</b>	<b>1,781</b>	<b>1,568</b>	<b>1,338</b>	<b>1,353</b>	<b>1,294</b>	<b>1,237</b>	<b>1,311</b>	<b>1,372</b>	<b>1,250</b>
Contract Detention	106	93	98	74	67	51	48	55	41	35	84
<b>TOTAL REFERRALS</b>	<b>10,483</b>	<b>10,715</b>	<b>10,269</b>	<b>9,385</b>	<b>7,942</b>	<b>7,132</b>	<b>7,089</b>	<b>6,249</b>	<b>6,339</b>	<b>5,983</b>	<b>5,220</b>



# JUVENILE STATE COMMITMENTS and CERTIFICATIONS IN DALLAS COUNTY

Calendar Years 2006-2016

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Commitments to Texas Juvenile Justice Department	351	248	200	138	129	100	71	58	61	47	34
Certifications as Adults	48	27	24	24	36	15	19	29	25	15	15

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX
DATE: June 26, 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 26th day of June, 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 in May 2006, approved participation in the Juvenile Detention Alternatives Initiative (JDAI) sponsored by the Annie E. Casey Foundation (AECF); and
WHEREAS, the designation as a JDAI replication site initially included a three-year grant award payable in increments of \$100,000 for each year of implementation, and the department has since received \$15,000 for each subsequent year; and
WHEREAS, the Dallas County Juvenile Department is seeking approval of a professional services contract renewal with Dr. Jaya Davis for coordination of the JDAI project; and
WHEREAS, the current professional services contract budget totals \$12,000 for the consultant and all funds are available from the Annie E. Casey Foundation grant; and
WHEREAS, the JDAI Coordinator will continue to assist in compiling qualitative and quantitative data required for the completion of the JDAI project; and
WHEREAS, this request conforms to the Dallas County Strategic Plan – Vision 3 Dallas County is safe, secure, and prepared by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Juvenile Department’s continued participation in the JDAI project sponsored by the AECF. It is also recommended that the Juvenile Board approve the renewal of the professional service contract with Dr. Jaya Davis for coordination of the JDAI project.

DONE IN OPEN BOARD MEETING this 26th day of June, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



**DISCUSSION**

**ITEMS**

**VI.**





**DISCUSSION**

**ITEM**

**J.**



## **Academy for Academic Excellence Director's Report May 2017**

During the month of May we focused on training staff for the STAAR and End of Course administration and students took the STAAR and End of Course State assessments.

Teachers closed out six weeks and semester grades, celebrating student successes for honor roll and attendance; awarding credits for reclassification for high school students to re-enter their home districts and their correct cohort groups.

We celebrated end-of-the-year successes with staff and recognized and honored retirees: Patrick O'Rear, Diagnostician with 12 years of service and Fred Jacobs, Attendance Clerk at Medlock with 11 years of service.

AAE hosted the May YSAB meeting. Members toured the food bank and clothing closet.

AAE assisted forty-five (45) families from the Food Bank and eight (8) families from the Clothing Closet.

**ACADEMY FOR ACADEMIC EXCELLENCE  
CHARTER SCHOOL REPORT  
May 2017**

**DR. JEROME MCNEIL JR. DETENTION CENTER / AAE CAMPUS (001):**

**Latest Campus Enrollment**

<b>Total Enrollment</b>	<b>299</b>
SPED - Total Students	55
ESL - Total Students	48

**Instruction at a Glance**

Teachers continue to follow the TEKS to keep the focus on preparing our students for upcoming state assessments. Our students have participated in focused and targeted instruction both designed and implemented by the teaching staff. Students received interventions and remediation as prescribed based on several sources of data...test scores, informal assessments and computer data.

This month the students prepared for the spring semester examinations by focusing on various reading comprehension strategies and vocabulary development activities introduced through a Reading Lab system, teacher-made assessments, and a review of the concepts taught throughout the semester.

The educational staff would like to take this opportunity to thank the facility staff for making this a great school year. We collaborated to ensure students were provided with a meaningful experience that transcends the walls of this campus. We wish the students the best in their future endeavors and look forward to shaping and molding the minds of others!

**DAY REPORTING CENTER - CAMPUS (002):**

**Latest Campus Enrollment**

<b>Total Enrollment</b>	<b>40</b>
SPED - Total Students	02
ESL - Total Students	07

**GED/Credit Recovery**

Five (5) Students graduated from the program. A graduation ceremony was held on May 25<sup>th</sup> to honor those who received their GED. There was a speaker from Mountain View College that motivated the students.

**Math**

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.

**Traditional**

Students prepared for and took the STAAR exam during May.

**Social Studies**

Students showed proficiency in their knowledge of U.S. History through an understanding of the U. S. Constitution by taking a mock U. S. Naturalization Test given to those who want to become naturalized U. S. Citizens.

**MEDLOCK/YOUTH VILLAGE CAMPUS – (003):****Latest Campus Enrollment**

<b>Total Enrollment</b>	<b>122</b>
Medlock Students	78
Youth Village Students	34
Youth Village Youth Offenders	10

<b>SPED - Total Students</b>	<b>37</b>
Medlock SPED	25
Medlock 504	01
Youth Village SPED	12
Youth Village 504	00

<b>ESL – Total Students</b>	<b>15</b>
Medlock ESL	09
Youth Village ESL	06

**Campus at a Glance**

The summer has arrived and Medlock Youth Village (MYV) continues to shine and is proud to acknowledge significant gains in achievement during STAAR Spring testing. We are especially thankful of the extra efforts of our teachers and clerical staff who worked with students to help emphasize the importance of taking the state assessment seriously.

Continuously promoting our collaborative spirit, Medlock Youth Village content teams have been conducting cross curriculum meetings to better plan our lessons and create consistency throughout the content areas.

In May, Medlock Youth Village campus held a career and vocational fair with over 15 professionals from various professions from plumbing to law.

**STAAR Administration**

Medlock Youth Village participated in the second round of the Spring STAAR test administration. Teachers have been using STAAR release test as diagnostic test on all of the students in order to identify the students' strengths and weaknesses in preparation for the test and will continue as they prepare for the Summer Administration. The Data Controller and the Testing Team are researching those students who will be testing in the Summer Administration.

**STAAR Results – Student Success Initiative (SSI)**

The 5<sup>th</sup> and 8<sup>th</sup> grade reading and math results have been reported to students and parents. We currently have 14 students participating in the SSI Accelerated Instruction Summer School in preparation for the Summer Administration of the STAAR Test. 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 during the end of school and the summer school staffs are targeting the students' deficiency areas to prepare them for the June Administration of the STAAR 5<sup>th</sup> and 8<sup>th</sup> Grade Math and Reading Tests.

**STAAR Results – End of Course (EOC) Exams (High School)**

Medlock Youth Village's high school students took the STAAR End of Course State Assessment in May. Several students were successful in passing at least one, if not all, of the required state assessments.

**Report Cards**

The 6<sup>th</sup> Six Weeks ended on June 1<sup>st</sup>. Students received a copy of their report card and parents were mailed a copy. We recognized both the A Honor Roll students and A and B Honor Roll students during summer school.

**STAAR Results – Student Success Initiative (SSI)**

The 5<sup>th</sup> and 8<sup>th</sup> 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 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 continues to identify students that are over-aged and under-credited to participate in the Academy for Academic Excellence Accelerated Instructional Program. One of the students promoted through the program during the Spring Semester was successful on both the Math and Reading STAAR test; at the beginning of the 2017 - 2018 school year, that student will start his 9<sup>th</sup> grade year.

**SAU (SUBSTANCE ABUSE UNIT) CAMPUS (004):****Latest Campus Enrollment**

<b>Total Enrollment</b>	<b>40</b>
SPED Total Students	02
ESL Total Students	11

**Instruction at a Glance****English**

Students worked on SAT and ACT vocabulary words with word analogy game shows and energy saver. The final exam project was plotting a movie or book of their choice. Students had to chart the story from beginning to end and provide an exposition, rise in climax, falling, action and denouement.

**Social Studies**

Students studied Immigration and Urbanization. In an effort to engage students, the following topics and activities were completed:

- students discussed the effect of immigration and urbanization;
- students discussed how Immigrants were asked to abandoned their culture to become part of the main culture;
- prejudices of the old immigrants upon the new immigrants;
- mistreatment of cultural groups;
- students compared and contrasted immigration from different eras.

**Career and Technology**

Students completed the following activities to help them prepare for the work force:

- created resumes
- participated in mock Interviews
- created business plans
- attended a Job Fair

**Science**

The students participated in the following science activities:

- identified physical and chemical changes;
- identified words that show chemical or physical changes (for example, cutting, slicing, tearing (physical) (for example, burning, smoke, cooking (chemical));
- identified types of clouds and temperature change over a five day period...

**Math**

The final exam project involved students planning a road trip where they measured and calculated their trip using a ruler to measure the inches from one location to the next and converted it to miles. They also had to calculate how much fuel would be used.

**LETOT CAMPUS (005):**

**Latest Campus Enrollment**

<b>Total Enrollment</b>	16 shelter/22 RTC
SPED Total Students	3 shelter/2 RTC
ESL Total Students	4 shelter/6 RTC
504 Total Students	0 shelter/0 RTC

**Instruction at a Glance**

- Students and teachers continued teaching and learning in all content areas. Three (3) RTC students were recognized by the English/Language Arts (ELA) teacher for meeting or exceeding their reading book goal for the semester. They were announced and treated to a special lunch. 8th grade students who may need to attend the summer session were identified and targeted for accelerated instruction in reading and math.

**Campus Life at a Glance**

- The highlight of the month for students was the end of year/Memorial Day assembly. Students read tributes to fallen, veteran and current service members. One student at the Shelter sang the Star Bangled Banner, acapella, which was followed by thunderous applause and cheers. The featured speaker was the County's own Peter Chavez who spoke at each program about how each choice we make in life, even the small ones, can impact the rest of your life. He encouraged students to stop and think beyond the moment and beyond the circumstance. As always, Mr. Chavez has a brilliant way of connecting with the youth.

**ACADEMY FOR ACADEMIC EXCELLENCE  
PROGRAM STATUS REPORT**

Active Enrollments					
Student Enrollment as of May 2017:			District Total Enrollment: 530		
District Average Attendance			503 (94.91%)		
District Special Education Student Population			163 (32.41%)		
CAMPUSES	JDC - 001	DRC - 002	MED. / YV - 003	SAU - 004	LETOT - 005
	Number	Number	Number	Number	Number
Enrollment	300	30	119	36	45
New Students	182	16	16	25	23
Withdrawals	156	20	12	18	35
Avg. Daily Attendance	298	16	118	27	44
Avg. Daily Enrollment	300	30	119	36	45
Attendance Average	99.33%	53.33%	99.16%	75.00%	97.78%

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	57	19.06%	06	15.00%	00	0.0%	12	29.27%	31	81.58%
Male	242	80.94%	34	85.00%	121	100%	29	70.73%	07	18.42%
GRADE	Number		Number		Number		Number		Number	
3	0		0		0		0		0	
4	1		0		0		0		0	
5	0		0		1		0		1	
6	6		1		13		1		1	
7	51		6		15		1		7	
8	50		6		17		5		7	
9	134		20		55		20		17	
10	48		7		15		10		6	
11	7		0		4		4		2	
12	2		0		0		0		0	
AGE	Number		Number		Number		Number		Number	
10	1		0		0		0		0	
11	0		0		0		0		0	
12	1		0		7		0		3	
13	17		0		6		0		1	
14	42		2		14		2		6	
15	76		7		22		9		12	
16	114		16		40		15		12	
17	47		13		28		15		4	
18+	1		2		0		0		0	
ETHNICITY	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
African American	144	48.16%	21	52.50%	72	59.50%	6	14.63%	15	39.47%
Caucasian	20	06.69%	1	02.50%	6	04.96%	6	14.63%	5	13.16%
Hispanic	134	44.82%	18	45.00%	41	33.88%	29	70.73%	18	47.37%
Native American	0	00.00%	0	00.00%	0	00.00%	0	00.00%	0	00.00%
Other/Asian	1	00.33%	1	02.50%	2	01.65%	0	00.00%	0	00.00%



# ACTION ITEMS

VII.





# ACTION ITEM

K.



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** June 26, 2017  
**To:** Academy for Academic Excellence Charter School Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Interlocal Agreement between Dallas County Sheriff's Department and the Academy for Academic Excellence

**Background of Issue:**

The Academy for Academic Excellence (AAE) Charter School is requesting approval of the 2017-2018 Interlocal Agreement with the Dallas County Sheriff's Department (DCSD) to provide security and support for discipline and behavior modification. The Dallas County Sheriff's Department will station one deputy at the Academy for Academic Excellence (AAE), 1673 Terre Colony Court campus. A pilot was conducted this past school year with Officer Wright as the sole school resource officer. In 2015-2016, two referrals were made to Henry Wade Detention Center and in 2016-2017, four referrals were made to Henry Wade Detention Center. AAE agrees to pay the Dallas County Sheriff Department (DCSD) the salary and benefits for one Deputy Sheriff at \$109,289.63 and also pay DCSD \$300 a year for uniform allowance during the time he provides coverage, which is during the AAE school year (August 14, 2017 through July 31, 2018) and during normal operating hours.

**Impact on Operations and Maintenance:**

There will be no impact on operations.

**Strategic Plan Compliance:**

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

**Legal Information:**

This agreement has been approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor.

**Financial Impact/Considerations:**

AAE agrees to pay the Dallas County Sheriff Department the salary and benefits from State Aid for one Deputy Sheriff at \$109,289.63 and also pay DCSD \$300 a year for uniform allowance to be paid from State-Aid (7500).

The proposed salary is preliminary since budgetary issues have not been finalized. If needed, an amendment will be completed to re-address the proposed salary.

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

**Performance Impact Measures:**

To ensure the safety and security of staff and students.

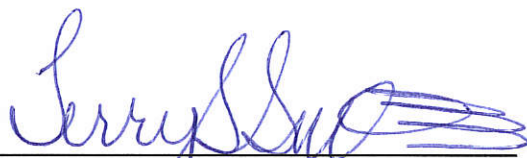
**Project Schedule/Implementation:**

The Interlocal Agreement is effective for the period of August 14, 2017, through July 31, 2018, after AAE School Board approval.

**Recommendation:**

It is recommended that the Academy for Academic Excellence Charter School Board approve the Interlocal Agreement for the 2017-2018 academic school year (August 14, 2017 through July 31, 2018) between the Academy for Academic Excellence and the Dallas County Sheriff's Department for the provision of one school Deputy Sheriff at 1673 Terre Colony Court and authorizes the President of the AAE Charter School Board or designee to sign the document on its behalf.

**Recommended by:**



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

STATE OF TEXAS           §

COUNTY OF DALLAS       §

**INTERLOCAL AGREEMENT TO PROVIDE A DEPUTY SHERIFF AT THE DALLAS COUNTY JUVENILE JUSTICE CHARTER SCHOOL (DCJJCS)  
BETWEEN  
THE DALLAS COUNTY SHERIFF'S DEPARTMENT  
AND  
THE DALLAS COUNTY JUVENILE BOARD  
FOR AND ON BEHALF OF  
THE DALLAS COUNTY JUVENILE JUSTICE CHARTER SCHOOL**

**WHEREAS**, The Dallas County Sheriff Department ("DCSD"), the Dallas County Juvenile Board ("DCJB") and the Dallas County Juvenile Department ("DCJD") are governmental entities of the State of Texas; and

**WHEREAS**, DCSD has agreed to provide a Deputy Sheriff for security at the Dallas County Juvenile Justice Charter School ("DCJJCS") located at 1673 Terre Colony Ct. Dallas, Texas 75212; and

**WHEREAS**, the youth referenced are students who are enrolled in the DCJJCS facility.

**NOW THEREFORE**, DCSD and DCJB, on behalf of DCJJCS, enter into this Agreement of Inter Department for provision of security by DCSD to youth of the DCJJCS for the mutual consideration as stated hereon:

**1. TERM**

This renewal Agreement is effective for the period of August 14, 2017 through July 31, 2018 (the "Initial Term"), subject to the availability of funds, unless written notice of earlier termination is given by either party to the other at least ninety (90) days prior to termination, with or without cause. This Agreement shall automatically renew on an annual basis unless terminated under Section 4 of this Agreement.

It is further noted that the Sheriff Officers will only provide coverage during the time of the year that the Dallas County Juvenile Justice Charter School's students are enrolled in school.

**2. RELATIONSHIP OF THE PARTIES**

Each party is acting independently *even* though both parties are part of the Dallas County System. Neither is an agent, servant, employee of the other. DCSD represents that it has, or will secure at its' expenses, all personnel required in performing the Services under this Agreement; subject to the provisions in Section 3. Such personnel shall not be employees of, or have any contractual relationship with DCJD. No officer and/or member of the governing body of the DCJD and/or DCJD shall participate in any decision relating to the Agreement which affects their personal interest or have any pecuniary interest in this Agreement or process thereof.

**3. SCOPE OF WORK RESPONSIBILITIES OF THE PARTIES**

**A. RESPONSIBILITIES OF DCSD**

**DCSD agrees to:**

- o Provide a Deputy Sheriff for security at the DCJJCS during the time that they provide coverage, which is during the Charter School (CS) student calendar school year.
- o Provide all equipment and clothing, so said Deputy Sheriff can perform his/her duties.
- o Perform all services of a Deputy Sheriff in a school setting at the DCJJCS.
- o Invoice DCJJCS no more frequently than once a month, no later than the fifth (5) working day of the following month.
- o Assume sole responsibility for employing, assigning, managing, dismissing and disciplining said employees.
- o Immediately investigate any complaint or allegation made by any source while DCSD was in the performance of this Agreement, and take appropriate action to prevent further complaints or allegations. DCSD will notify the DCJJCS of the action taken within five (5) days of finalizing their investigation and taking action.
- o Agree that the immediate supervisor of the Deputy Sheriff remains in contact with DCJD Deputy of Education to outline the duties and responsibilities of the Deputy Sheriff assigned to the DCJJCS, to ensure that the needs of the DCJJCS are met and to facilitate any changes in responsibilities that may result from changes in the needs of the DCJJCS.

**B. RESPONSIBILITIES OF DCJJCS**

**DCJJCS agrees to:**

- 1) Pay DCSD the salary and benefits of one Deputy Sheriff with a monthly invoice.
- 2) Pay DCSD the salary and benefits of one Deputy Sheriff at \$109,289.63 during the time that they provide coverage, which are during the DCJJCS student calendar school year.
- 3) Pay DCSD \$300 a year, for a uniform allowance for the Deputy Sheriff.

**4. TERMINATION**

Either party may terminate this Agreement and any renewal thereof, with or without cause, by sending ninety (90) days prior written notice to the other party.

**5. NOTICE**


Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request, at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

EXECUTED THIS 19 DAY OF June, 2017


**DALLAS COUNTY CHARTER SCHOOL BOARD**

\_\_\_\_\_  
BY: Judge Cheryl Shannon, President  
Dallas County Charter School Board


**DALLAS COUNTY SHERIFF**

  
\_\_\_\_\_  
BY: Lupe Valdez, Sheriff  
Dallas County Sheriff's Dept.

**RECOMMENDED:**

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

**APPROVED AS TO FORM:**

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

**ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER**

**ORDER NO:** 2017 - XXX

**DATE:** June 26, 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 26<sup>th</sup> day of June 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 Academy for Academic Excellence (AAE) Charter School is requesting approval of the 2017-2018 Interlocal Agreement with the Dallas County Sheriff's Department (DCSD) to provide security and support for discipline and behavior modification. The Dallas County Sheriff's Department will station one deputy at the Academy for Academic Excellence (AAE), 1673 Terre Colony Court campus. A pilot was conducted this past school year with Officer Wright as the sole school resource officer. In 2015-2016, two referrals were made to Henry Wade Detention Center and in 2016-2017, four referrals were made to Henry Wade Detention Center. AAE agrees to pay the Dallas County Sheriff Department (DCSD) the salary and benefits for one Deputy Sheriff at \$109,289.63 and also pay DCSD \$300 a year for uniform allowance during the time he provides coverage, which is during the AAE school year (August 14, 2017 through July 31, 2018) and during normal operating hours; and

**WHEREAS,** there will be no impact on operations; 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 agreement has been approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor; and

**WHEREAS,** AAE agrees to pay the Dallas County Sheriff Department the salary and benefits from State Aid for one Deputy Sheriff at \$109,289.63 and also pay DCSD \$300 a year for uniform allowance to be paid from State-Aid (7500). The proposed salary is preliminary since budgetary issues have not been decided on. If needed, an amendment will be completed to re-address the proposed salary.

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

**WHEREAS,** to ensure the safety and security of staff and students; and

**WHEREAS,** the Interlocal Agreement is effective for the period of August 14, 2017, through July 31, 2018, after AAE School Board approval; and

**WHEREAS,** it is recommended that the Academy for Academic Excellence Charter School Board approve the Interlocal Agreement for the 2017-2018 academic school year (August 14, 2017 through July 31, 2018) between the Academy for Academic Excellence and the Dallas County Sheriff's Department for the provision of one school Deputy Sheriff at 1673 Terre Colony Court and authorizes the President of the AAE Charter School Board or designee to sign the document on its behalf.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Academy for Academic Excellence Charter School Board approves the Intelocal Agreement between the Dallas County Sheriff's Department and the Academy for Academic Excellence.

**DONE IN OPEN BOARD MEETING** this 26<sup>th</sup> day of June, 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.**