



DALLAS COUNTY JUVENILE BOARD

Agenda

FILED

Monday, February 26, 2018 ~ 5:00 p.m.

305th District Court/Referee Courtroom, Room A332 ~ 3rd Floor
Henry Wade Juvenile Justice Center, 2600 Lone Star Drive, Dallas, Texas 75212

COUNTY CLERK
DALLAS COUNTY

- I. Call to Order
- II. Approval of Minutes
January 29, 2018
- III. Public Comment (Limited to 3 minutes per individual or organization)*
- IV. Discussion Items - Juvenile Department
 - A. Director's Report
 - B. JJAEP Update
 - C. Active Shooter Training Update
- V. Action Items - Juvenile Department
 - D. Youth Services Advisory Board Appointment
 - E. Fair Defense Act Appointment of Defense Attorneys
 - F. Probation Services Division Policy and Procedures
 - G. Juvenile Processing Office - Mansfield Independent School District Police Department
 - H. Memorandum of Understanding between Dallas County Juvenile Department and Youth With Faces (YWF), Culinary Arts Program
 - I. Renewal of Contract with Johnson County Juvenile Department for Pre-Adjudication Beds at Dr. Jerome McNeil Juvenile Detention Center
 - J. 2018-2019 School Calendar for the Dallas county Juvenile Justice Alternative Program
- VI. Discussion Items – Academy for Academic Excellence Charter School (AAE)
 - K. AAE School Update
- VII. Action Items – AAE Charter School
 - L. 2018-2019 School Calendar for the Academy for Academic Excellence
- VIII. Executive Session - Juvenile Department
For Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071
Through Section 551.076 Subjects:

Contracts : Litigation : Personnel : Security :

Notes:

**Individuals Wishing to Speak during the Public Comment Period Must Register with the Director's Coordinator, Ms. Claudia Avila (214-698-2224) by 4:00 p.m. on the Business Day Prior to The Date of The Board Meeting. Agenda Items are assigned numerically and alphabetically for ease of reference only, and do not necessarily reflect the order of their consideration by the Board.*

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



APPROVAL OF MINUTES

II.

MINUTES OF MEETING DATE: January 22, 2018

DALLAS COUNTY TIME: 5:00 p.m.

JUVENILE BOARD

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

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

MEMBERS ABSENT: Judge Andrea Givens-Davis
Judge Ken Molberg

I. Call to Order

The Dallas County Juvenile Board meeting was held at the Henry Wade Juvenile Justice Department, in the 305th Master's Courtroom. Judge Cheryl Lee Shannon, Chairman, called the Juvenile Board Meeting to order at 5:01 p.m. noting there were enough members present for a quorum.

II. Approval of Minutes

Judge Shannon asked for a motion to approve the minutes from the November 27, 2017, meeting. Judge Andrea Martin moved and Judge Craig Smith seconded to approve the November 27, 2017, minutes. Motion passed unanimously. Commissioner Price stated, "Let the record reflect that at the November 27, 2017, meeting I was not present therefore I am not voting."

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

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

Commissioner Price moved and Judge Smith seconded to suspend the Juvenile Board agenda. Motion passed unanimously.

Commissioner Price moved and Judge Smith seconded to open as the Academy for Academic Excellence. Motion passed unanimously.

Convened as the Academy for Academic Excellence

IV. Public Hearing for AAE

- Commissioner Price moved and Judge Smith seconded to open the Public Hearing. Motion passed unanimously.

- Judge Shannon asked for discussions or comments for the annual performance report. Commissioner Price stated that while the Department has a drafted version of the report, other than the issue of public transportation there do not seem to be any other issues that are looming.
- Recognizing there were no comments Commissioner Price moved and Judge Andrea Plumlee seconded to close the Public Hearing for the Academy for Academic Excellence. Motion passed unanimously.
- Commissioner Price moved to address Action Item N—Acceptance of Annual Financial Audit.

V. N. Acceptance of Annual Financial Audit

- Commissioner Price introduced Darryl Thomas, Dallas County Auditor, and independent auditor Terry Kyle of Deloitte & Touche to answer any questions the Board or audience may have. Commissioner Price asked Mr. Thomas if there were any other looming issues other than the commentary regarding the public transportation matter and the fund balance being down. He also stated for the record the current report is in draft form. Mr. Thomas responded there were no other issues found in the report. Mr. Kyle confirmed the report is a draft copy, until approved by the Board at which time they will be able to issue an unmodified opinion of what the draft states. Commissioner Price then stated that it is his understanding that the Department is in conjunction to deal with the issue of transportation. Ms. Denika Caruthers, Legal Advisor for the Juvenile Department responded in the affirmative.
- Commissioner Price moved and Judge Clay Jenkins seconded to accept the Annual Financial Audit. Motion passed unanimously.
- Commissioner Price moved to recess as the Academy for Academic Excellence Charter School Board and reconvene as the Dallas County Juvenile Board. Judge Plumlee seconded. Motion passed unanimously.

VI. Discussion Items - Juvenile Department

A. Director's Report:

Mr. Bill Edwards, Assistant Director of the Juvenile Department began by stating that although he was not present in the November meeting, that he read in the minutes that the Board had requested some additional information from POETIC, and informed them that each member should have received a handout of that information upon arrival. He mentioned that POETIC did not provide the Form 990 as requested by Judge Amber Givens-Davis; however, they did provide a financial statement. He ended by saying the Department will be conducting a follow-up on this request. Mr. Edwards continued the report by stating the Employee Recognition/Deputy's annual Pancake Breakfast was a success and he mentioned the annual awards ceremony, recognizing the employees who received the Employee of the Year by Division. Mr. Edward Lee, Institutions; Ms. Kimberly Kimberlin, Education; Mr. Galdino Villasenor, Probation Services; Dr. Darius Campinah-Bacote, Clinical Services; Mr. Christian Yost, Administrative Services; Jose Baylon, Director's Award; Ms. Cynthia Wallace, Putting Youth First; Ms. Terri Lynn Crenshaw, Youth Advocate. He informed the Board that Ms. Natalie Gardner, Secretary of the Placement Unit won the Dallas County Employee of the Year award. He stated that December was full of holiday events, normal programming, and winter break. Mr. Edwards pointed out that the referral rate for 2017 went up from 5,200 to 5,364 youth; he reported that felony referrals went up by 2.4% while misdemeanors and violations went down. He added that 39 youth were committed to TJD in 2017, which is up by 5 from the previous year. Judge Shannon asked for the cap on committing kids in the previous years, Mr. Edwards replied it is no longer a requirement since regionalization came into being, but added the Department tried to keep the number to 60 for youth being committed. He added the facilities' numbers are slightly up compared to previous years as well. Commissioner Price asked for the Prison Rape Elimination Act (PREA) numbers in regards to Dallas County for both male and female who

are in adult custody on felony charges. Mr. Edwards asked for clarity if he meant the ones who are certified and still in the Detention Center. Commissioner Price responded yes. Mr. Ervin Taylor, Deputy of Institutions, responded to the question by stating that currently there is no certified youth in Lew Sterrett, and added that all certified youth are held in detention until they reach the age of 17. Judge Shannon mentioned that she had received a phone call regarding one youth who was transported for court and there was some confusion as to if he should be returned to juvenile. She stated that she did not have full understanding of, if he had a hearing and they had taken disposal of the case, which would mean that he remains in the adult custody or if he was sent back to juvenile. Mr. Taylor stated that he would check into the matter and report to the Board.

- Judge Shannon stated for the record the presence of Judge Paula Miller at 5:15 pm.
- Mr. Edwards seeing there were no more questions or comments moved to the JJAEP Update.

B. JJAEP Update

Mr. Edwards reiterated that school was not in session due to winter break. He mentioned the youth had taken end of the semester exams before leaving for the holiday break. He spoke of the training held on Cyber-Bullying facilitated by Officer Wright, School Resource Officer. There were no further questions or comments on this topic.

VII. Action Items – Juvenile Department

C. Election of Juvenile Board Chairman

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

- Judge Smith nominated and Judge Plumlee seconded Judge Cheryl Lee Shannon for the position as Juvenile Board Chairman. Seeing there were no other nominations the Chair closed nominations and recommended that Judge Shannon be accepted by acclamation.
- Judge Smith moved and Judge Andrea Martin seconded to accept Judge Cheryl Lee Shannon as Juvenile Board Chairman. Motion passed unanimously.

D. Election of Juvenile Board Vice Chairman

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

- Judge Craig Smith nominated and Judge Paula Miller seconded Commissioner John Wiley Price for Vice-Chairman of the Juvenile Board. Seeing there were no other nominations the Chair closed nominations and recommended that Commissioner Price be accepted by acclamation.
- Judge Miller moved and Judge Martin seconded to accept Commissioner Price as Vice-Chairman of the Juvenile Board. Motion passed unanimously.

E. Reauthorization of Dallas County Juvenile Department Purchasing Policy

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

- (1) *\$0.01--\$500. Purchases in this range may be processed via a standing Juvenile Board Order or Commissioners Court Order that authorizes payments for items.*
 - (2) *\$500.01--\$1,000.00. Purchases in this range require the Department Head's signature and the standing Juvenile Board Order or Commissioners Court Order in (1) above.*
 - (3) *\$1,000.01--\$3,500.00 . Purchases in this range require a signed authorization by the Juvenile Board Chair. The standing Board order will have given the Juvenile Board Chair authorization to sign approving purchases in this range.*
 - (4) *\$3,500.01—and above. Purchases in this range require a traditional Juvenile Board briefing and order and must comply with Dallas County and Local Government Code purchasing policies and procedures.*
- Mr. Edwards asked the Board to approve to continue the current purchasing policies for ordering needed supplies, materials, and services for the Juvenile Department and JJAEP.
- Commissioner Price moved and Judge Miller seconded the Reauthorization of Dallas County Juvenile Department Purchasing Policy. Motion passed unanimously.
- F. 18th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems - May 24th-25th, 2018**
- Mr. Edwards informed the Board the Department is in its 18th year of hosting the conference on the Treatment of Juveniles with Sexual Behavior Problems and it has proven to be effective and successful. He explained participants will receive 14 continuing education units (CEU's) for the two-day event. CEU hours will apply to the required training hours for Licensed Sex Offender Treatment Providers, Licensed Professional Counselors, Psychologists, and Texas Juvenile Justice Department (TJJD) Parole Officers and Juvenile Probation Officers. The Juvenile Department will charge external workshop attendees a \$280 registration fee for both days and a \$160 registration fee for one day. The early registration fee for one day is \$130 and \$240 for two days. College students will be charged a 2-day conference fee of \$130 and 1-day conference fee of \$100. Group discounts range from \$10 to \$40 depending on the number of individuals in the group and how early they register.
- Judge Smith moved and Commissioner Price seconded to approve the hosting of the 18th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems along with its associated costs. Motion passed unanimously.
- G. Professional Services Agreement between Dallas County Juvenile Department and David Prescott, LICSW – 18th Annual Conference on the Treatment of Youth with Sexual Behavior Problems**
- Mr. Edwards informed the Board that the proposed contract is for David Prescott, LICSW, who will be the speaker for the conference. This agreement breaks down the financial impact and expenses include \$1,600/day – speaker's fees, and up to \$1,000 – travel (includes airfare reimbursement and rental car reimbursement at the lowest cost; \$100/day – hotel; and \$35/day - food) according to the Dallas County Travel Policy. Funds are to be withdrawn from the Annual Sex Offender Workshop Project Fund - Account No. 94022, which has a current balance of \$28,400. This information has been reviewed and approved by Ms. Carmen Williams, Budget Manager, and Ms. Caruthers.
- Judge Plumlee moved and Judge Miller seconded to approve the Professional Services Agreement between Dallas County Juvenile Department and David Prescott, LICSW. Motion passed unanimously.

H. Memorandum of Understanding between Dallas County Juvenile Department and Youth With Faces (YWF) – Patience Responsibility Empathy and Partnership Program, (P.R.E.P.) and Dallas County Juvenile Department

Mr. Edwards began by stating this particular MOU is for the P.R.E.P - Dog Training Program used at the Youth Village. In this program the youth will work directly with the dogs teaching simple commands during a 3-week curriculum. Youth With Faces agrees to deliver the Patience Responsibility Empathy and Partnership (P.R.E.P) Dog Training program (in partnership with Eureka Paws and Oak Hill Animal Rescue) at the Dallas County Youth Village. The program will be supervised and coordinated by a Licensed Professional Dog Trainer. Mr. Edwards stated the program has proven to be a successful program.

Commissioner Price wanted to know how the success of the program was determined. Mr. Edwards replied, based on the feedback from the instructors and the youth who have participated in the program. He explained the youth are provided with skills they can use to gain employment upon reentry into the community. He further explained that upon completion of the program they are presented with a certificate showing they have experience in the field of dog care. Commissioner Price wanted to know how the Department and YWF were gauging the success of the program. Mr. Edwards introduced Chris Quadri, from YWF to answer questions from the Board. Mr. Quadri replied there is a tiered analysis that includes pre and post testing and input from the facility staff. He stated in this particular program the youth write the specs on the dogs, along with basic training that enables the dogs to be adopted by the community. Mr. Quadri added the program boosts self-esteem and the youth take pride in their work and their accomplishment.

Judge Martin moved and Judge Smith seconded to approve the Memorandum of Understanding between Dallas County Juvenile Department and Youth With Faces (YWF), Prep Dog Program at Dallas County Youth Village. Motion passed unanimously.

I. Youth Services Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2018 with Dallas Chamber Symphony, GED and Beyond Project, and Letot Residential Treatment Center - Treatment Incentive and Maternity Program

Mr. Edwards stated that YSAB met on January 8, 2018, and at that meeting three recommendations were presented to the Board, two internal programs, GED and Beyond Project -- \$5,000, and Letot Residential Treatment Center: Treatment Incentive and Maternity Program -- \$5,331.30, and one external program, Dallas Chamber Symphony: Twist on Risk -- \$13,842. He stated that Judge Miller, sitting Chairman of the YSAB and the other members approved the recommendations and asked the Juvenile Board to do the same.

- Commissioner Price asked, "Why did the Symphony get \$13,842?" Ms. Kimberly Osberg, representative from the Dallas Chamber Symphony replied, funding will assist DCS in exposing youth residing at Youth Village and those attending JJAEP to live music performances; this includes hiring professional musicians for rehearsals and concerts, program development, and program administration for two series of four concerts, or a total of eight concerts. Mr. Edwards asked Ms. Osberg if the DCS had additional funding sources. She responded yes, but added the additional funding is so they can add more concerts to the series. Commissioner Price asked, "How is the Department measuring the success of the program?" Ms. Osberg replied, "We have quantitative measures and in the proposal there is a copy of the data from the musicians themselves, as well as DCS is creating a Survey Monkey so they may receive immediate feedback in quantitative way." She stated they have survey responses for the specific things they are trying to gauge based on both our presentations and what the students are getting out of the program, as

well as their behavior on performance days. Commissioner Price asked if the program is culturally driven. Ms. Osberg explained in addition to the concert music performed there is a narrator that guides their listening and asks questions that create a way for the students to engage and relate to the music more deeply.

- Commissioner Price stated for the record that he didn't understand the logic behind the DCS receiving \$13,842.00, while the Letot Treatment Incentive and Maternity Program only received \$5,331.30. He continued by saying the Department pays more for music and feeling good versus addressing the issue of teen pregnancy. Judge Miller interjected by saying in regards to the amounts, there are not as many young people being served in the maternity program as in the music program. She stated the amount being requested for maternity program is similar to the amounts of the other programs in the Department who need funding for additional costs not covered by the Department.
- Judge Miller moved and Judge Smith seconded to approve the Youth Services Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2018 with Dallas Chamber Symphony, GED and Beyond Project, and Letot Residential Treatment Center Treatment Incentive and Maternity Program. Motion passed unanimously.
- Judge Shannon asked for a motion to recess as the Juvenile Board.
- Judge Plumlee moved and Judge Martin seconded to recess as the Juvenile Board. Motion passed unanimously.
- Commissioner Price moved and Judge Plumlee seconded to convene as the AAE Board. Motion passed unanimously.

VIII. Discussion Item - Academy for Academic Excellence (AAE) Charter School

L. AAE Charter School Update

Mr. Edwards stated the Charter School Update mirrors the JJAEP report. He added that Region 10 held a Poverty Simulation Training for the staff at AAE and it proved to be very successful. The staff reported the training provided insight to the day-to-day challenges some of the students face. Mr. Edwards mentioned that a combined 134 families benefited from the Food Bank and Clothing closet during the months of November and December.

- There were no comments or questions for this topic.

M. Action Items- AAE Charter School

Reauthorization of Academy for Academic Excellence (AAE) Purchasing Policy

The Chair recognized this item as a mirror of the Juvenile Purchasing Policy. Mr. Edwards asked the Board to approve the Reauthorization of Academy for Academic Excellence Purchasing Policy as outlined.

- Commissioner Price moved and Judge Smith seconded to approve the Reauthorization of Academy for Academic Excellence Purchasing Policy as outlined. Motion passed unanimously.

O. Adoption of Bullying Policy: David's Law SB179

Mr. Edwards explained that during Texas' 85th Legislative Session, Senate Bill 179, also known as David's Law, was passed and signed into Texas State law. The bill aims to bring awareness and new policies to schools to combat cyberbullying. Senate Bill 179 (SB 179) classifies cyberbullying as a misdemeanor offense. The law also requires intervention from public schools when any cyberbullying behavior is

suspected. School districts are required to include cyberbullying policies into district policies and notify parents/guardians if their child has been a victim of bullying or are the alleged aggressor. Mr. Edwards informed the Board the Academy for Academic Excellence is responsible for the implementation of the policy created for bullying and cyberbullying (SB 179 and Section 37.0832, Education Code) and that the Department has devised educational policy that will go in the Policies and Procedures immediately. He ended by stating all information pertaining to SB 179 would be posted on the Juvenile webpage under the Educational Services. Mr. Edwards asked the Board to approve the Adoption of Bullying Policy as mandated by SB 179.

- Judge Smith asked Ms. Caruthers if the information provided satisfies the Senate Bill. Ms. Caruthers replied in the affirmative.
- Judge Martin moved and Judge Smith seconded to approve the Adoption of Bullying Policy: David's Law SB 179. Motion passed unanimously.
- Commissioner Price moved and Judge Smith seconded to recess as the Dallas County AAE. Motion passed unanimously.
- Commissioner Price moved and Judge Martin seconded to reconvene as the Dallas County Juvenile Board. Motion passed unanimously.

IX. Executive Session

Judge Shannon stated for the record there were matters to be addressed during Executive Session and called the Board into Executive Session For Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code 551.071 through Section 551.076.

- Judge Shannon dismissed the audience at 5:41 pm.
- Judge Shannon called the Board back into open session at 6:07 pm., stating the record would reflect that the Board took no actions or votes and only discussed those matters by law that they were permitted to discuss. As the result of the discussion, she entertained a motion on Item J.
- Judge Martin moved and Judge Miller seconded to accept the discussion on Item J. Motion passed unanimously.
- The record will reflect that no votes or action was taken on Item K.
- Judge Shannon stated for the record that this will be Judge Paula Miller's last Juvenile Board Meeting as she has resigned her position, and yielded the floor to her for comments.
- Judge Paula Miller thanked the Board for her four years of service and introduced the new Chairman for YSAB, Dr. Connie Wilson, who will also serve as the Community Member on the Juvenile Board.
- Judge Shannon stating there were no matters left to address said she would entertain a motion to adjourn.
- Judge Plumlee moved and Judge Smith seconded to adjourn as the Dallas County Juvenile Department. Motion passed unanimously.
- Meeting adjourned at 6:09 pm.



PUBLIC COMMENT

III.



DISCUSSION

ITEMS

IV.



DISCUSSION

ITEM

A.

DALLAS COUNTY JUVENILE DEPARTMENT

DIRECTOR'S REPORT

January 2018

The Juvenile Department recognized outstanding Employee of the Month for January 2018: Ms. Lajauana Jackson (District 9).

PROBATION SERVICES DIVISION

Mr. Mario Montes retired on January 31, 2018, after serving Dallas County for seventeen (17) years. He served faithfully in the District 9 field office as a Juvenile Probation Officer. We wish him well in his retirement and future endeavors.

Community Service Restitution (CSR) Update:

Throughout the month, one hundred and eighty-two (182) youth completed a total of nine hundred and thirty-eight (938) Court-Ordered CSR hours at various approved CSR sites in Dallas County. Supervised Community Service Restitution projects were held at the Bear Creek Community Church and Storehouse resulting in the completion of one hundred and forty-nine (149) CSR hours by twenty-three (23) youth.

INSTITUTIONAL SERVICES DIVISION

DETENTION CENTER

Program News and Updates:

No major events took place.

Volunteer Programs and Residents Activity:

Total Volunteer/Hours January: Volunteers: 0 Total Hours: 0

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

MARZELLE C. HILL TRANSITION CENTER

Program and Residents Activities: Residents returned to school after holiday break. They were able to go outside when weather permitted.

Medical Services: There were zero (0) medical issues during the month.

Volunteer Services: 0 groups consisting of 0 individuals provided a total of 0 hours of service during the month.

MEDLOCK CENTER

Education: Residents participate in educational classes and curriculum from Academy of Academic Excellence, summer school, computerized credit recovery program, tutoring, special education services, GED preparation services and ESL services.

Life Skills: Residents learn how to maintain better health, hygiene, independent living and employment which can be used once they are released from the program.

Table with 3 columns: DETENTION, JAN, YTD. Rows include Admissions, Releases, ADP, Detention Hearings, TJJD/Placement Trips, Local trips, Youth transported, START, Admissions, Releases, Successful, Unsuccessful, Administrative, ADP.

Table with 3 columns: HILL CENTER, JAN, YTD. Rows include Admissions, ADP, Releases, Total Youth Served.

Medical Services: Thirty-one (31) Residents were seen by med van nurse on-site.

Program Equip: Residents participate in Juvenile Supervision Officer, Probation Officer and Therapist Groups.

Recreational Activities: Residents participate in large muscle activities which consist of push-ups, sit-ups and outside recreation.

Social Skills: Residents participate in 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. The residents learn the skills and practice application of these skills when they get the opportunity to lead the group of peers.

Volunteer Groups:

Potter's House: Residents participate in chapel service, Bible study and religious activities if they choose.

Pleasant Valley Baptist Church: Residents participate in chapel service, Bible study and religious activities if they choose.

Let's Get It: Residents participate in various exercise activities.

Art Therapy: Residents participate in painting and other art activities.

Enrichment Programs:

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

Some of this month's culinary classes included: residents learning how to garnish and cut vegetables and fruits to place on serving trays. The residents are still learning how to properly set tables with silverware and proper serving techniques. They are tasked with planning a meal and the process it takes beginning with what will be cooked, ingredients needed, writing out the recipe as well as preparing the meal. With school back in session they started the Career Readiness Classes. They will meet with their instructors on Mondays, Tuesdays and Thursdays.

YOUTH VILLAGE

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

Social Skills/Thinking Errors: Resident incentive plans and behaviors are addressed with use of social skill and Thinking Error principles. Group and Huddle-ups also use these principles to further emphasize problem-solving, anger management, positive interaction, leadership and teamwork strategies.

Volunteer Groups:

Church of Christ (Chaplains) - Residents participate in Bible study and religious activities voluntarily. Chaplains meet with residents upon request.

Concord Baptist Church - Residents meet with the volunteers on the 2nd and 4th Sundays for Bible-based study group. Discussion also includes anger management and coping strategies for overall success.

MEDLOCK CENTER		
RTC	JAN	YTD
Admissions	9	9
Released	3	3
Successful	2	2
Unsuccessful	1	1
Administrative	0	0
ADP	43	43
Total Youth Served	50	50
START	JAN	YTD
Admissions	0	0
Releases	7	7
Successful	7	7
Unsuccessful	0	0
Administrative	0	0
ADP	15	15
Total Youth Served	19	19

Mount Zion/Shady Grove Baptist Church - Bible study groups are available on the 1st and 3rd Mondays for residents who wish to attend.

Enrichment Programs:

Culinary Arts Program: Helps youth learn skills needed to work in restaurant setting within the food industry. Participants gain hands-on experience and lessons on working as a team to accomplish team goals. Completion of program leads to possible internship at Café Momentum.

Therapeutic Horticulture: Residents learn human nurturing, development, resiliency, socialization and rehabilitative skills. Residents also learn garden design, planting and harvesting.

PREP Program: PREP stands for Patience, Responsibility, Empathy and Partnership. By working through challenges which the dogs present, residents witness the power of being responsible and committing to something new and rewarding.

Career Readiness: Youth gain skills to enhance their employability by learning job skills, resume writing skills, and job searching skills. Youth are also given financial literacy course that emphasizes budgeting, using bank accounts and dangers of credit cards and loans.

Field Trips: High-level residents attended the Dallas Mavericks' game on January 24th. The outing was a huge success. Residents were able to interact with others in the community in a positive manner. Residents were able to use team sporting events as a mean to emphasize team work and sportsmanship.

Medical Services: Fifteen (15) residents were transported to Juvenile Detention Center for dental care. Sixty-two (62) residents were treated at the Med Van on campus and zero (0) residents were seen by Mental Health Provider on campus.

LETOT CENTER

Community Initiatives: Non-Residential Services received 51 referrals to be addressed through the Letot Crisis Intervention Program, Deferred Prosecution and ESTEEM Court.

Judge Shannon continues to preside over the ESTEEM Court. There are two (2) youth and families attending ESTEEM Court. There is one (1) youth actively participating in the ESTEEM court aftercare program. One youth began services. Zero (0) successfully completed, zero (0) were unsuccessfully discharged, and zero (0) were neutrally discharged. Three (3) youth were referred this month. Functional Family Therapy and Clinical Unit have been providing services.

Monthly Community Connection:

Letot Clinical Psychological Services: Six (6) families were referred for Clinical services.

Non-Residential Unit: Visited the Trinity River Mission and obtained information as a new resource for the families we serve.

Residential: Health Screens – 31, Call Backs – 1, Doctor's visits – 23

Volunteer Services: Faith-Based Volunteers: worship and religious study – 6 volunteers, 4.5 hours; Life Skills Volunteers: visiting and teaching - 13 volunteers, 7 hours; Special events – 1 volunteer, 1 hour; for a total of 20 volunteers who provided 12.5 hours of volunteer service.

YOUTH VILLAGE		
	JAN	YTD
TOTAL		
Admissions	7	7
Released	6	6
Successful	5	5
Unsuccessful	1	1
Administrative	0	0
ADP	54	54
Total Youth Served	59	59
YOUTHFUL OFFENDERS	JAN	YTD
Admissions	0	0
Releases	1	1
Successful	1	1
Unsuccessful	0	0
Administrative	0	0
ADP	3	3
Total Youth Served	4	4

LETOT CENTER		
RESIDENTIAL	JAN	YTD
Admissions	25	25
Releases	19	19
ADP	20	20
Total Youth Served	42	42
INTAKE/ORIENTATION		
Admissions	72	72
Releases	72	72
ADP	1	1
Total Youth Served	72	72

Clinical Services:

Residential Services: The Letot Clinical Team provided clinical services for 29 residents in the Letot Residential Program this month. Each resident was assigned a therapist who was responsible for offering individual and family counseling to the resident. These counseling services were provided weekly and included 52 individual sessions and 39 family counseling sessions during the month. In addition, the residents participated in 27 groups focusing on anger management, self-esteem, developing coping skills, emotional regulation, distress tolerance and mindfulness using CBT, DBT and CBT trauma-informed care models. The family counseling was provided using Family Systems Theory and concentrated on improving family communication and relationship building. As part of the clinical services, 157 consultations were provided to the case managers, JRO and administration when requested. Although each department established their own relationships with the residents, the consultations ensured that there was continuity among the various programs while monitoring the mental health of the youth. The interdisciplinary treatment team was also a significant part of the continuity of care and treatment team meetings were held weekly in which each resident's case was processed to evaluate progression toward goals and to discuss discharge plans. There were 4 staffings held in January allowing for the clinical, administrative, case management and JRO staff to discuss approximately 26 residents weekly (104 total). Crisis management is always a priority and the staff assisted in 30 crisis events. These incidents ranged from stabilizing a resident after a difficult phone call from home to ensuring hospitalization for an emotionally unstable youth. One of the essential roles of the clinician was to maintain awareness of the resident's difficulties in order to proactively manage potential emotional escalation. Clinicians checked on the youths through daily rounds which allowed them to observe the residents and for information to be shared among the staff. Forty-two rounds were completed in January. Another important role of the clinician was to assess and refer residents for psychiatric evaluation when needed and 3 referrals were made in this regard.

Non-Residential Services: After a resident was discharged from the Residential Program, they were referred for continued services with the Non-Residential Program. Additional cases which had been assessed by the Intake Dept. and found inappropriate for the Residential Program were also referred to the Non-Residential Program. This Program provided continued case management and counseling services. Twenty-three families were referred to the clinical staff and were provided with 12 individual sessions, 13 family sessions and resulted in 28 consultations with the case management staff. Using the best practices model, the individual and family counseling sessions were designed to improve and maintain the healthy functioning of the family.

General Clinical Service: The Letot Clinical Staff was also responsible for providing psychological screens to the Intake Department. Individuals who scored high on the general screening tool (MAYSI-2) or who had histories of mental health issues were referred to the clinician who then completed a more in-depth assessment to determine whether Letot had the programs that meet the needs of the individual. The staff assessed 13 potential residents and made appropriate recommendations. Complete psychological assessments were also conducted when needed for placement purposes. The Parent/Youth Groups were held weekly and were open to both the Residential and Non-Residential families. These groups have been very successful in providing support and psychoeducational information and have received positive reviews from the parents. Topics were presented in a didactic style and included adolescent development, active communication, value clarification, stress management and appropriate discipline. Last month, four Parent/Youth Groups were held and involved 127 participants (53 Parents, 42 Youth, 32 Siblings/Others). In addition, the staff participated in weekly clinical supervision (Avg. of 2 hrs. /week x 4 weeks = 8 hrs. x 3 staff = 24 hrs.).

ESTEEM Court: The ESTEEM Court is a diversionary program designed to provide wrap-around services to the youth identified as "high risk" in terms of exploitation. The Clinical team facilitated individual and family counseling as well as weekly groups for the selected individuals and their guardians in January. Clinicians provided services to four families which included weekly HOPE groups for the youth as well as support groups for the guardians. The goal of the program was to offer activities designed to resolve trauma, improve self-esteem, increase coping skills and improve relationships and peer selections. In addition to the Clinical staff, the participants met weekly with the judge and receive on-going support through case management, FFT (Functional Family Therapy), and mentoring. After graduating from the ESTEEM Court Program (4 Levels), after-care services were offered to the families in order to maintain progress. Families were encouraged to continue group participation, received on-going services through case management and were urged to attend monthly enrichment activities (bowling, painting, movies, skating, museums, etc.)

Additional Services: The indoor soccer program for the residents continues to prove successful and was enjoyed by many of the residents. The program encouraged the development of listening skills, sportsmanship, teamwork, and increased the desire to follow instructions while reinforcing physical activity as a way to provide stress management.

LETOT RESIDENTIAL TREATMENT CENTER FOR GIRLS

December 20, 2017 – January 26, 2018

We had a total of 17 residents for the month.

Social Skills: The girls continue to participate in 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. The girls learn the skills and practice application of these skills when they get the opportunity to lead the group of peers.

LETOT RTC		
	JAN	YTD
Admissions	1	1
Releases	4	4
ADP	13	13
Total Youth Served	17	17

Volunteer Groups:

Big Thought: Residents participated in acting classes. The residents have been working on various skits where they are learning role plays and working on character emotions. They are now learning how to write their own scripts for short skits they will perform during the class.

Epic Yoga: Two yoga groups were provided this month. They were conducted by volunteer Laura Fonville.

St. John Church (Mr. Charles Butler): Residents may participate in Bible study and religious activities if they choose.

Planned Parenthood: Did not meet with the residents this month.

Dr. Michelle Woody and Speak Young Sister: Involves a 6-week enrichment program that assists the youth with their self-esteem and self-identity. Graduation celebration was held this month for the completion of the first 6 weeks.

Concord Baptist Church - Residents participate in Bible study that is associated with building self-esteem and self-respect.

Enrichment Programs:

Culinary Arts Program: The girls continue to thrive in this program and have learned to appreciate the planning and preparing steps necessary to present a nutritious, nice looking meal from various cultures. They are tasked with working through every detail of cooking, from knowing the ingredients that are needed, to writing the recipe, cooking, and serving the meal. Some of this month's culinary classes included learning how to garnish and cut vegetables and fruits to place on serving trays, learning how to properly set tables with silverware, and proper serving techniques. The girls are also involved in the Career Readiness Classes several days each week.

Horticulture: Residents are learning responsibility by the planting and nurturing of sustainable foliage, harvesting, learning the basics of gardening for both edible and ornamental plants. Residents are also growing their own personal plants, where they are responsible for the growth and nurturing of their plant daily.

Clinical Services:

All 17 residents received individual therapy (approximately 99 hours). Family therapy was offered to all families. Therapists provided family therapy to 13 families (approximately 20 client-contact hours) and 7 parents received parent therapy (11.75 client contact hours). The clinical team also provided crisis intervention (approximately 33.25 client-contact hours) and clinical rounds (approximately 120 client-contact hours). Clinical rounds consist of each clinical team member engaging with the youth, checking in, and providing support throughout the day. Clinicians also consult with and check in with staff throughout the day which facilitates continuity of care and clear and consistent communication (approximately 83.5 hours).

The girls also received daily group therapy (art, coping skills, girl empowerment, My Life My Choice, meditation, or process groups). Art is a therapeutic modality that encourages expression through the use of art materials. Clinicians conducted 5 art groups this month which primarily focused on open studio, 6 word story boards, and painting. 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 distress tolerance. The girl empowerment group enables the girls to increase their self-protective skills and self-identity by discussing how rights, cultural dynamics, gender, and environment impact residents and how they can successfully navigate challenging situations. Six girl empowerment groups focused on communication, challenging situations, and empowerment. Three meditation groups were provided for the girls to engage in self-reflection and emotional regulation. Clinicians also led 7 process groups which focused on conflict resolution, goals, and working through uncomfortable thoughts and feelings.

Psychiatric Services: Three youth were referred to or seen by the Psychiatrist this month.

Medical Services: Health Screens – 1, Call Backs – 0, Doctor's visits - 16.

Volunteer Hours: We had 16 volunteers and a total of 19.45 hours volunteered.

January 2018 Referrals

	Alleged Delinquent Behavior																Alleged CINS Behavior										Other Referrals				Total Other		All Referrals																					
	Felonies								Class A & B Misdemeanors								Status Only						Other than Status Only				Contract Detention				Crisis Intervention				Other Administrative																			
	Homicide	Sexual Assault	Robbery	Assaultive	Other Violent	Burglary	Theft	Other Property	Other Property	Other Property	Other Property	Assaultive	Weapons Offenses	Threat	Other Misd.	Contempt of Magistrate	Violent of Court Order	Truancy	Runaway	Alt. Ed. Expulsion	Property (was Theft)	Disorderly Conduct	Drugs	Liquor Laws	Sex Offenses	Other CINS	Other CINS	Violence	Other CINS	Threat	Disorderly Conduct	Drugs	Liquor Laws	Sex Offenses	Contract Detention	Crisis Intervention	Other Administrative	Contract Detention	Crisis Intervention	Other Administrative	Contract Detention	Crisis Intervention	Other Administrative	Contract Detention	Crisis Intervention	Other Administrative								
Male	0	9	20	19	1	16	18	4	5	4	5	4	8	104	88%	8	26	21	12	36	42	0	249	77%	52	84%	0	31	2	1	0	0	0	1	0	18	53	46%	17	0	0	17	63%	371	71%									
Female	0	1	0	4	0	5	1	0	0	2	1	1	11	13	11	0	73	23%	10	16%	0	36	0	0	25	61	54%	9	0	1	0	0	0	0	10	37%	154	29%																
	118																62						114				27				525																							
Amer. Indian/Alaskan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0								
Asian	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						
Black	0	5	16	10	1	5	9	3	0	3	3	55	47%	4	21	17	3	12	19	0	131	41%	29	47%	0	27	1	0	0	0	0	0	0	0	18	46	40%	9	0	0	9	33%	215	41%										
Hispanic	0	5	4	10	0	16	9	0	5	3	5	57	48%	4	16	15	10	24	30	0	156	48%	28	45%	0	34	1	0	0	0	0	0	0	21	56	49%	3	0	1	4	15%	244	46%											
White	0	0	0	3	0	0	1	1	0	0	1	6	5%	1	7	0	1	12	4	0	31	10%	4	6%	0	6	0	1	0	0	0	4	12	11%	14	0	0	14	52%	61	12%													
Unknown	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						
	118																62						114				27				525																							
10 Years Old	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
11 Years Old	0	0	0	1	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
12 Years Old	0	1	0	2	0	1	0	1	0	0	1	0	0	0	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13 Years Old	0	1	1	1	0	2	1	0	0	0	0	6	5%	0	5	6	1	7	4	0	29	9%	1	2%	0	6	1	0	0	0	0	0	0	0	0	7	14	12%	2	0	0	2	7%	46	9%									
14 Years Old	0	3	6	2	0	3	3	0	2	5	2	26	22%	2	13	3	4	7	15	0	70	22%	7	11%	0	18	0	0	0	0	0	0	0	8	26	23%	3	0	1	4	15%	107	20%											
15 Years Old	0	4	5	5	1	8	10	0	1	0	3	37	31%	3	14	10	5	14	11	0	94	29%	11	18%	0	17	0	1	0	0	0	0	11	29	25%	3	0	0	3	11%	137	26%												
16 Years Old	0	0	6	11	0	6	4	2	2	1	4	36	31%	4	11	10	3	17	20	0	101	31%	22	35%	0	20	0	0	0	0	1	0	11	32	28%	13	0	0	13	48%	168	32%												
17+ Years Old	0	1	2	1	0	1	1	0	0	0	0	6	5%	0	1	1	0	3	2	0	13	4%	20	32%	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	118																62						114				27				525																							

495 youth accounted for the 525 total referrals.

January 2018 Detentions

	Alleged Delinquent Behavior													Alleged CINS Behavior										Other Detentions					Total Detentions						
	Total Felony													Total CINS										Total Other											
	Class A & B Misdemeanors													Status Only										Other than Status Only											
	Homicide	Sexual Assault	Robbery	Assaultive	Other Violent	Burglary	Theft	Other Property	Drug Offenses	Weapons Offenses	Assaultive	Theft	Other Property	Other Misd.	Contempt of Magistrate	Violation of Court Order	Truancy	Runaway	Alt. Ed. Expulsion	Property (was Theft)	Disorderly Conduct	Drugs	Liquor Laws	Sex Offenses	Other CINS	Contract Detention	Crisis Intervention	Other Administrative							
Male	0	8	20	15	0	15	11	1	2	4	7	83	92%	9	14	3	4	10	25	0	148	81%	39	85%	0	0	0	1	18	64%	205	80%			
Female	0	1	0	4	0	0	0	0	1	1	7	8%	1	16	1	0	3	7	0	35	19%	7	15%	0	0	0	1	10	36%	52	20%				
												90									183		46					28		257					
Amer. Indian/Alaskan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Asian	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Black	0	4	16	9	0	5	5	0	0	3	3	45	50%	4	10	3	1	4	7	0	74	40%	21	46%	0	0	0	2	11	39%	106	41%			
Hispanic	0	5	4	8	0	10	6	1	2	2	4	42	47%	6	14	1	3	8	25	0	99	54%	21	46%	0	0	0	0	3	11%	123	48%			
White	0	0	0	2	0	0	0	0	0	0	1	3	3%	0	4	0	0	1	0	0	8	4%	3	7%	0	0	0	0	14	50%	25	10%			
Unknown	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1%	0	0%	0	0	0	0	0	0	0	0	0	0		
												90									183		46					28		257					
10 Years Old	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
11 Years Old	0	0	0	1	0	0	0	0	0	0	0	1	1%	0	0	0	0	0	0	0	1	1%	1	2%	0	0	0	0	1	4%	3	1%	0	0	
12 Years Old	0	1	0	0	0	1	0	0	0	0	0	2	2%	0	2	0	0	2	0	6	3%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0
13 Years Old	0	1	1	1	0	2	0	0	0	0	0	5	6%	0	4	0	0	2	2	0	13	7%	1	2%	0	0	0	2	2	7%	16	5%	0	0	
14 Years Old	0	2	6	3	0	2	1	0	1	5	2	22	24%	2	8	1	2	3	6	0	44	24%	7	15%	0	0	0	3	3	11%	54	21%	0	0	
15 Years Old	0	3	5	4	0	5	7	0	1	0	2	27	30%	4	8	1	1	3	7	0	51	28%	8	17%	0	0	0	3	3	11%	62	24%	0	0	
16 Years Old	0	1	7	9	0	4	3	1	0	0	3	28	31%	4	7	2	1	4	15	0	61	33%	13	28%	0	0	0	1	14	50%	88	34%	0	0	
17+ Years Old	0	1	1	1	0	1	0	0	0	0	1	5	6%	0	1	0	0	1	0	7	4%	16	35%	0	0	0	4	5	18%	28	11%	0	0		
												90									183		46					28		257					

249 youth accounted for the 257 total detentions.



DISCUSSION

ITEM

B.



JJAEP Director's Report January 2018

Director's Report Juvenile Justice Alternative Education Program – January 2018

On January 8, 2018, staff returned from the winter break and attended staff development at their individual campuses. Staff development included revisiting JJAEP rules and standards, and STAAR objectives. JSO staff practiced verbal de-escalation techniques.

January 9, 2018, students returned to class and started their first day of the second semester.

The month of January kicked-off testing updates and trainings as required by the State.

Campus at a Glance:

On January 8th, we returned from the holiday break for teachers and Juvenile Supervision Officers (JSOs) to participate in professional development. Strategies to improve second semester were discussed, Officer Wright spoke on active shooter responses and the new evaluation instrument was explained.

Instruction at a Glance:

Students returned on January 9th and began a smooth transition into their second semester courses.

On Friday, January 19th, we formally recognized 13 students who achieved perfect attendance and/or the A/B honor roll from the 3rd six weeks.

On January 24th, JJAEP teachers met to discuss helping students prepare for the upcoming STAAR tests. Previous test scores were examined, the categories of standards identified as the most deficient were noted, and implementation strategies were planned.

In our social skills classes, students are studying the virtue of gratitude. As a means to express our gratitude to our military and to celebrate Valentine's Day, students created Valentine's cards with messages of gratitude for their service.

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

ACTIVE ENROLLMENT								
Student Enrollment as of:	2/1/2018	Total Enrollment:	60					
Students on Probation/Spv.:	33		55.00%					
OFFENSE STATUS								
Disc.:	21	35.00%	Mand.:	39	65.00%	Plmt.:	0	0.00%
DEMOGRAPHICS								
Category			Category					
GENDER			DISTRICT	Number	Percent			
Male		Female	CFB-904	3	5.00%			
52	86.67%	8	13.33%	CHISD-904	2	3.33%		
GRADE	Number	Percent	Coppell-992	1	1.67%			
3	0	0.00%	Desoto-906	2	3.33%			
4	1	1.67%	DISD-905	8	13.33%			
5	1	1.67%	Duncanville-907	3	5.00%			
6	2	3.33%	Garland-909	13	21.67%			
7	10	16.67%	GPISD-910	10	16.67%			
8	6	10.00%	HPISD-911	1	1.67%			
9	20	33.33%	IRVING-912	5	8.33%			
10	11	18.33%	Lancaster-913	2	3.33%			
11	5	8.33%	Mesquite-914	4	6.67%			
12	4	6.67%	RISD-916	6	10.00%			
	60	100.00%	Sunnyvale-919	0	0.00%			
				60	100.00%			
AGE	Number	Percent	ETHNICITY	Number	Percent			
10	2	3.33%	African American	20	33.33%			
11	2	3.33%	Asian	1	1.67%			
12	4	6.67%	Caucasian	11	18.33%			
13	6	10.00%	Hispanic	28	46.67%			
14	13	21.67%	Native American	0	0.00%			
15	11	18.33%		60	100.00%			
16	12	20.00%						
17	8	13.33%						
18+	2	3.33%						
	60	100.00%						
OFFENSE DESCRIPTIONS				Number	Percent			
D-12	Serious Misbehavior			8	13.33%			
D-14	Misdemeanor Drugs			3	5.00%			
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)			0	0.00%			
D-19	False Alarm/Terroristic Threat			4	6.67%			
D-20				1	1.67%			
Title 5	Off Campus Felonies Against Student & Other New Discretionary			4	6.67%			
M-01	Weapons/Firearms			7	11.67%			
M-02	Weapons other than Firearm			3	5.00%			
M-03	Aggravated Assault			6	10.00%			
M-04	Sexual Assault			0	0.00%			
M-05	Aggravated Sexual Assault			0	0.00%			
M-06	Arson			2	3.33%			
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			19	31.67%			
M-11	Retaliation Against Any Employee			1	1.67%			
M-12	Aggravated Robbery			0	0.00%			
P-16	Court Placement			0	0.00%			
				60	100.00%			
DETENTION; PLACEMENT or WARRANTS:				1	1.67%			
SPECIAL EDUCATION STUDENTS:				10	16.67%			
Avg. Daily Attendance:	48	80.51%	Cum. SY Daily Attendance:	49	79.73%			

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

2017-2018 School Year

January began with 73 students and ended with 60 students enrolled at the Dallas County JJAEP. On average, there were 48 or 80.51% of the students attending on any given day. Of the 60 students enrolled at month's end, there were 21 discretionary referrals; 0 placement; and 39 mandatory referrals.



DISCUSSION

ITEM

C.



ACTION ITEMS

V.



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: February 26, 2018
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Re: Youth Services Advisory Board (YSAB) Appointment

Background of Issue:

Section 152.0010 of the Texas Human Resource Code recommends that the Juvenile Board appoint a Citizen Advisory Council. The Juvenile Board adopted guidelines for the Youth Service Advisory Board (YSAB) in 1997. According to the existing guidelines the Advisory Board will have no more than nine members, appointees will serve staggered two-year terms and committee membership would include representatives of various professions.

During the Youth Services Advisory Board (YSAB) meeting on January 8, 2018, Dr. Connie Wilson, Retired Educator, was elected as Chair of the YSAB. Dr. Wilson's term as a member of YSAB will expire on January 31, 2019. In addition, the Chair of YSAB also serves on the Juvenile Board.

Thus, the purpose of this briefing is to request that the Juvenile Board approve Dr. Connie Wilson, Retired Educator, as Chairman of the Dallas County Youth Services Advisory Board and appoint Dr. Connie Wilson to serve on the Juvenile Board as a representative for the Youth Services Advisory Board.

Strategic Plan Compliance:

The current request complies with Dallas County's Strategic Plan, as evidenced by *Vision 1: Dallas County is a model interagency partner*, as evidenced by the YSAB representing an opportunity to *achieve consensus with stakeholders on the roles and responsibilities of the County*.

Legal Information:

Section 152.0010 of the Human Resources Code recommends that the Juvenile Board appoint a Citizen Advisory Council. The Dallas County Juvenile Board appoints persons to the Youth Services Advisory Board, and the current term of appointment is for the 2018-2019 term.

Recommendation:

The Dallas County Juvenile Department respectfully requests that the Juvenile Board approve Dr. Connie Wilson, Retired Educator, as Chairman of the Dallas County Youth Services Advisory Board and appoint Dr. Connie Wilson to serve on the Juvenile Board as a representative for the Youth Services Advisory Board for the 2018-2019 term.

RECOMMENDED BY:



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

JUVENILE BOARD ORDER

ORDER NO: 2018 - XXX
DATE: February 26, 2018
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 February, 2018, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** section 152.0010 of the Human Resources Code recommends that the Juvenile Board appoint a Citizen Advisory Council. The Juvenile Board adopted guidelines for the Youth Service Advisory Board (YSAB) in 1997; and
- WHEREAS,** according to the existing guidelines the Advisory Board will have no more than nine members, appointees will serve staggered two-year terms and committee membership would include representatives of various professions; and
- WHEREAS,** during the Youth Services Advisory Board (YSAB) meeting on January 8, 2018, Dr. Connie Wilson, Retired Educator, was elected as Chair of the YSAB. Dr. Wilson's term as a member of YSAB will expire on January 31, 2019. In addition, the Chair of YSAB also serves on the Juvenile Board; and
- WHEREAS,** the Juvenile Department requested that the Juvenile Board approve Dr. Connie Wilson, Retired Educator, as Chairman of the Dallas County Youth Services Advisory Board and appoint Dr. Connie Wilson to serve on the Juvenile Board as a representative for the Youth Services Advisory Board; and
- WHEREAS,** the current request complies with Dallas County's Strategic Plan, as evidenced by *Vision 1: Dallas County is a model interagency partner*, as evidenced by the YSAB representing an opportunity to *achieve consensus with stakeholders on the roles and responsibilities of the County*; and

WHEREAS, the Dallas County Juvenile Board appoints persons to the Youth Services Advisory Board, and the term of this appointment is for the 2018-2019 term.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve Dr. Connie Wilson, Retired Educator, as Chairman of the Dallas County Youth Services Advisory Board and appoint Dr. Connie Wilson to serve on the Juvenile Board as a representative for the Youth Services Advisory Board for the 2018-2019 term.

DONE IN OPEN BOARD MEETING this 26th day of February, 2018.

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: February 26, 2018
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Fair Defense Act and Appointment of Defense Attorneys

BACKGROUND OF ISSUE

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

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

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

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

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

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

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

OPERATIONAL IMPACT

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

STRATEGIC PLAN COMPLIANCE

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

FINANCIAL IMPACT

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

RECOMMENDATION

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

Respectfully submitted by:



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

304th District Court JD Misdemeanor Appointment List
Revised December 31, 2017

Dawes, Don Michael P.O. Box 53285 Grand Prairie, TX 75053 214-395-1868 F 972-237-1862 donmdawes@sbcglobal.net	3 #24034837
Mahlin, Robert G 5641 SMU Blvd Ste. 123 Dallas, TX 75206 972-408-5006 F 972-408-5007	3 #12836745
Adeosun, Temitope 8035 East R L Thornton Fwy Ste 586 Dallas, TX 75228 972-836-8174 F 972-692-6871 Tope.ogunsemi@gmail.com	3 #24077260
Rust, Derek Mergele- 3333 Lee Parkway, Ste. 600 Dallas, TX 75219 O 214-775-0628, ext. 3 F 214-242-2123 derek.mergelerust@debnamrust.com	3 #24106302
Schilling, Carrie P.O. Box 92955 Southlake, TX 76092 O 817-941-8466 F 817-977-6988 carrie@carrietschillinglawyer.com	3
Walton, Victoria 106 Alexander Ave Duncanville, TX 75116 972-992-8361 F 817-423-6709 vwaltonlaw@gmail.com	3 #24045333

304th District Court JD Felony Appointment List
Revised January 1, 2018

Ackels, Samuel 3030 LBJ Freeway, Ste. 1550 Dallas, Texas 75234 214-267-8600 Fax 214-267-8605 sam@ackelslaw.com	5 #24059357
Adjin, Anthonette 11625 Custer Rd., Ste. 110-257 Frisco, TX 75035 214-865-6017 F 214-865-6019 ayitey@ayiteadjinlaw.com	4 #24044405
Aland, Ronald Z. 5446 Milton Street, Ste. 435 Dallas, TX 75206 214-871-2777 Cell- 214-394-6993, Fax - 214-871-2779 rzaland@sbcglobal.net	5 #00965200
Alvoid, Dennis E. P.O. Box 814483 Dallas, Texas 75381 214-742-5806	5 #01133000
Anderson, Keith A. P.O. Box 2206 Desoto, Texas 75123 972-965-0086 Fax 972-230-2706 KeithAndersonlaw@att.net	6 #01196450
Ashe, William (Bill) M. II 3026 Mockingbird Lane, Suite 128 Dallas, Texas 75205 214-599-0161 bashe1@mac.com	6 #01373600
Ashford, George E. III 325 N. St. Paul, Suite 2475 Dallas, Texas 75201 214-922-0212 geoaiii@aol.com	6 #01374530

<p>Ates, Carolyn J. 14902 Preston Road, Ste. 404-703 Dallas, Texas 75254 972-342-7955 Fax 972-248-0849 cjates@msn.com</p>	5	#24048330
<p>Brown, Kimberly 2501 Oak Lawn Avenue, Suite 880 Dallas, Texas 75219 214-752-2242 Fax 214-752-5502</p>	4	#00789744
<p>Buchwald, Jeffrey P. 305 Spring Creek Village, Suite 538 Dallas, Texas 75248 972-788-5016 469-450-1733</p>	5	#03293300
<p>Bui, Joseph 9330 LBJ Frwy, Suite 900 Dallas, TX 75243 214-628-1818 Fax 214-231-3088 viper 214-535-9898 jbui@builaw.us skype atty joebui</p>	5	(Vietnamese) #24001292
<p>Baeza, Pamela 2603 Oak Lawn, Ste., 200 Dallas, Texas 75219 214-443-0707, 214-377-9537-fax pamelabaeza@yahoo.com</p>	6	(SPANISH) #00783579
<p>Barton, Ben 304 South Record Dallas, Texas 75202 214-742-3133 Cell 214-697-0952 bbarton@marcrichman.com</p>	5	#01852500
<p>Brenner, Glen 13355 Noel Rd., Ste 1100 Dallas, TX 75240 972-378-4961 F 972-212-7124 glenn@brennerlawpc.com</p>	5	#24082384
<p>Bittner, Thomas A. 2100 Ross Ave., Suite 2600 Dallas, Texas 75201 214-352-6525 Fax- 214-220-0230, Cell 214-769-5866</p>	6	#02363300

Corsi, Lynne 2213 Boll Street Dallas, Texas 75204 214-855-1225 Fax 214-637-9331, Cell 972-408-7962 lynne@corsilaw.com	6 **SIGN LANGUAGE** FRENCH #03940850
Creevy, N. Theresa Bui P.O. Box 452163 Garland, TX 75045 214-546-9322 Fax-214-231-2826 tbuicreevy@ad.com	5 #24001152
Croman, Dennis R. 420 W. 2nd Street Irving, Texas 75060 972-251-2333 Fax 972-254-4315	5 #05102000
Danish, John C. 1117 Capitol Court Irving, TX 75060 972-554-0500 jcdanish@juno.com	4 #05375300
Dallas County Public Defender 2600 Lone Star Drive, A-132, LB2 Dallas, Texas 75212 214-698-4400, 214-698-4329-fax	6
Duncan, Sarah 3500 Maple Ave. Ste 400 Dallas, TX 75219 214-520-2128 C 214-562-6792 F 214-520-2129 sduncanattorney@gmail.com	5 #24068658
Elfenbein, Victor S. P. O. Box 50746 Dallas, Texas 75250-0746 214-742-7100, Fax 214-742-7110, Cell 214-923-9468 velfenbein@sbcglobal.net	5 (SPANISH) #06515050
Estrada, Olegario 5224 W. Jefferson Blvd. Dallas, Texas 75211 O 214-331-4400 Fax 214-331-4407, Cell 469-231-8880	(SPANISH) 5 #24038883

Edwards, Remeko P.O. Box 1402 Lancaster, Texas 75123 Cell 214-403-9689 Fax 214-594-7961	4 #24047586
Galvan, John P. O. Box 1437 Frisco, TX 75034 972-335-2011, 888-703-8009, Cell 214-869-6489	4 (SPANISH) #24010044
Garcia, Ramiro P.O. Box 7003 Dallas, Texas 75209-0003 214-631-0295, Fax 214-631-1719, Cell 214-335-8282 rgblegis@aol.com	5 (SPANISH) #00793779
Gonzales, Delia A. 206 Sunset Ave. Dallas, TX 75208 214-941-4298, Cell-469-231-4965, Fax-972-243-0574 delia@deliagonzaleslaw.com	6 #24034461
Gonzalez, Tim PO BOX 821413 Dallas, Texas 75382 F 214-503-9954, C 214-991-7201 timgon@aol.com	6 #08135300
Green, Anthony P.O. Box 338 Keller, Texas 75244 817-332-3803 Fax 214-572-2968 attorney@anthonygreenlaw.com	4 #24043702
Hayes, Phillip 3300 Oak Lawn Ave., Suite 600 Dallas, Texas 75219 O 214-774-0488 C 214-679-7598 F 214-528-6601 Phayes1995@hotmail.com	6 #24012803
Heidenheimer, Mark 211 N. Record, Ste. 450 Dallas, Texas 75202 214-578-0360 214-742-7313-fax mheidenheimerlaw@gmail.com	4 #09378800

Hopping, Courtney 3141 Hood Street, Ste. 600 Dallas, Texas 75219 O 214-599-2000, Fax 214-599-2099 Courtney@hoppinglawgroup.com	4 #24013589
Houze, LaNasha 1910 Pacific Ste. 11400 Dallas, TX 75201 214-244-0223 lhousse@houzelawfirm.com	4 #24075573
Henderson-Love, Mellannise 3102 Maple Ave. #400 Dallas, TX 75201 214-638-8777 214-220-8777-Fax, Cell 214-662-3643 Mhendersonlaw@aol.com	6 #00796741
Herrera, Brenda P.O. Box 600230 Dallas, Texas 75360-0230 214-987-1234 Cell 214-803-2928, Fax 214-987-1234 Brenda@robertherrera.com	6 #02574600
Herrera, Robert J. P.O. Box 600230 Dallas, Texas 75360-0230 214-987-1234 Cell 214-803-2927 Robert@robertherrera.com	6 (SPANISH) #09530300
Herrera, Roger P. O. Box 4369 Dallas, Texas 75208-6062 214-943-6062 Law_rogelioherrera@sbcglobal.net	6 (SPANISH) #90001937
Hill, Carolyn 5473 Blair Rd, Suite 100 Dallas, Texas 75231 972-991-1582 Cell: 214-882-5586 Fax 972-755-0424 carolynhillatty@gmail.com	5 (SPANISH) #24010050

Hull, Guy W. 629 W. Centerville Rd., Ste. 202 Garland, Texas 75041 972-271-0266 ghull@guyhulllawfirm.com	4 #10256000
Indorf, David 5600 W. Lovers Lane Ste. 116-221 Dallas, Texas 75209 214-505-2541 Fax 214-889-9888 Indorf.law@gmail.com	4 #10389600
Igwe, Michael O. One Empire Bldg., Ste 205 1140 Empire Central Dallas, TX 75247 214-631-9500 Cell 469-235-5841 igwelaw@gmail.com	4 #24027084
Jacobson, Julie P.O. Box 992 Kennedale, TX 76060 817-714-1545 817-478-8260	4 #24064203
Jaksa, Cheryl L. P.O. Box 630386 Irving, Texas 75063-0386 972-401-1943 cljaks@yahoo.com	6 #01965500
Jeter, J. Roland 420 W. Second Street Irving, Texas 75060 972-251-2333	4 #10657800
Koplan, David 5952 Royal Lane, Suite 254-9 Dallas, Texas 75230 214-350-5281 214-358-1404	4 #116797000
Lopez, John III 109 West Polk Street Richardson, Texas 75081 972-690-3845 Cell 214-616-3487, F 972-231-2257 ximenez3@sbcglobal.net	6 (SPANISH) #12567500

Lochry, Thomas J. 900 Jackson St., Ste 750 Dallas, Texas 75201 214-748-6041 #12458600	5	
Macias, Mary L. 1005 W. Jefferson, Suite 102 Dallas, Texas 75208 214-946-7373 Fax 214-946-1225, 214-802-1998 macias-mary@sbcglobal.net	5	(SPANISH) #12760537
Malveaux, Julia R. 8117 Preston Road, Suite 300 Dallas, TX 75225 O 972-638-9979, 972-638-9981-fax, Cell: 214-908-2363 jmalveaux@prodigy.net	5	#00796987
Martin, Charlie 12 Walnut Creek Pl. Richardson, TX 75080 972-523-1816, F 972-232-7721 Charlie@charliematinlaw.com	6	#13057600
Mayse, Marilyn 2201 Main St., #1220 Dallas, Texas 75201 214-573-7660 Fax 214-573-7661, 214-475-3735-cell mayselaw@yahoo.com	5	#13312050
McCulley, Kareem P.O. Box 554 Allen, TX 75013 214-519-8277 F 214-501-0871 Kareem@mcculleylawfirm.com	4	#24085699
McLauchlan, John Drake P.O. Box 602082 Dallas, Texas 75360-2082 972-768-0302 jdmclauchlan@sbcglobal.net	6	#13740800
Medrano, Ruben P.O. Box 833339 Richardson, Texas 75083 214-240-0692, Fax- 972-680-2361 rmedranolaw@yahoo.com	5	(SPANISH) #24044839

Meili, Bill 4900 Queensbury Way East Colleyville, TX 76034 214-363-1828 Cell: 214-536-3888	6 #13909250
Masek, James E. 2501 Avenue J, Suite 100 Arlington, TX 76006 817-640-8586 Fax 817-640-9749 j.masek@sbcglobal.net	5 SPANISH #13146900
Massar, Bernard A. 310 E. Interstate 30, Suite 100 Garland, Texas 75043 Fax 214-553-5872, Cell 972-489-1152	4
Massar, Ton 310 E. Interstate 30, Suite 100 Garland, Texas 75043 214-553-5852 Fax 214-553-5872	4 #13164200
Mugambi, Irene 2700 Stemmons Frwy., Ste. 1200 East Tower Dallas, TX 75013 214-631-0055 Advocate4@aol.com	4 # 00796019
Muma, Desaray R. 1201 N. Watson Rd. Ste. 206 Arlington, Texas 76006 817-649-2700 Fax 817-649-2701 desaray@barnesproxlaw.com	4 #24090286
N'Duka, Angie One Empire Place 1327 Empire Central Drive, Suite 114 Dallas, Texas 75247 214-630-3700 Fax 214-630-9756, Cell 214-682-9508 ndukalaw@hotmail.com	5 #00792713
Nwaiwu, Bernard 11615 Forest Central, Suite 212 Dallas, Texas 75243 214-348-8444 Cell: 214-537-0489	5 #15148350

Nwokocha, Cordelia 2201 Main St., Ste., 1009 Dallas, TX 75201 O 214-915-0330 C 214-497-9696 F 214-915-0331 nwokochalaw@aol.com	4	
Nwokocha, Edwin 2201 Main St., Ste., 1009 Dallas, TX 75201 O 214-915-0330 C 817-705-5300 F 214-915-0331 nwokochalaw@aol.com	4	
Ogueri, Gabriel C. 745 Meadows Bldg. 5646 Milton Street Dallas, Texas 75206 214-363-5857	5	#00791370
Olvera, Antonio Jr. 435 W. 12 th Street Dallas, Texas 75208 214-946-0700, Fax 214-946-3833 oleveralaw@hotmail.com	5	(SPANISH) #15278640
Olivo, Andrew C. "Andy" 1622 Beltline, Ste 100 Carrollton, Texas 75006-5813 972-242-0924 #15268700 Gale.tonglawfirm@niermannandolivo.com	4	(SPANISH)
Pasquel Lee & Associates, PLLC 2201 Main Street, Suite No. 400-10 Dallas, TX 75201 Office: 214-748-9500, 24 Hour Cell: 214-935-3755 24 Hour Fax: 1+ 214-935-3754, Toll Free No: (855) 728-2533 Email: pat.lee@lawyer.com		
Peale, Lalon C. 901 Main Street, Suite 6300 Dallas, Texas 75202 214-969-1937 Fax: 214-969-1938, Cell 214-577-4084	4	#15680400

Smith, April E. P.O. Box 870550 Mesquite, Texas 75187-0550 972-613-5751, 972-686-4714-fax C 972-571-6312 april@aesmithlaw@comcast.net	5, 6 **APPEALS #18532800
Smith, Houston M. 210 East Moore Avenue Terrell, Texas 75160 972-524-1903 hms@houstonmsmith.com	5, 6 #18605900
Taylor, Eartha Lynn 2501 Oak Lawn, Suite 360 Dallas, Texas 75219 214-943-8801 eltlynn@aol.com	5, 6 #02628050
Thibault, Nicole P.O.Box 1388 Cedar Hill, Texas 75106-1388 214-257-0624 Fax 214-256-5632 nicole@t-bolaw.com	4 #24042024
Thomas, Sakinna 3101 Cortez Ct. E Irving, Texas 75062 O 317-331-7788 F469-647-5543 sakinna1@me.com	4 #24078067
Timberlake, Shannon T. 106 N. Denton Tap Rd., Suite 210-263 Coppell, Texas 75019 972-407-3500 Fax 972-304-5434 469-774-7850 Cell 972-814-5627 doddatty@gmail.com ,	6 #00788545
Traylor, Janet Ferguson 214 West Franklin St., Ste.200 Waxahachie, Texas 75165 214-926-8381 Fax 972-755-4923, Cell 214-926-8381 janetrferguson@aol.com	4, 5 #06916900

Tyson, Ezekiel Jr. 342 W. Montana Avenue Dallas, Texas 75224 214 942-9000 Fax 214-942-9001 Tyson@thetysonlawfirm.com	5 #24034715
Tatum, John 990 S. Sherman Street Richardson, Texas 75081 972-705-9200 971-704-9200 tatum@nacollawfirm.com	5 #19672500
Uzowihe, Rita 8500 Stemmons Freeway, Suite 3045 Dallas, Texas 75247 214-634-9944, 214-634-9955-fax ritauzowihe@gmail.com	4 #24010461
White, Debra 2201 Main Street, Ste. #1220 Dallas, Texas 75211 214-573-7660 Fax 214-573-7661 debra@debrawhitelaw.com	4 #24031894
Wilson, William R. 6440 N. Central Expressway, #505 Dallas, Texas 75206 214-871-2201 Fax 214-871-5090, 214-213-0957-cell wrw@woolleywilson.com	5 #21733700

305th District Court Misdemeanor Appointment List
Revised December 20, 2017

Akwuruoha, Lui 1140 Empire Central Suite 205 Dallas, Texas 75247 214-631-2500 Fax 214-631-0900	3 #24004164
Anakwue, Cordelia 2201 Main Street, Suite 1009 Dallas, TX 75201 214-915-0330 Mukoso@aol.com	3 #24001578
Armstrong, Vesta T. 2018 Atlantic St. Dallas, Texas 75208-3021 469-831-3812 Fax 214-941-1200 vestaarmstrong@yahoo.com	 #00798240
Clardy, Thelma 1801 N. Hampton Rd., Suite 365 Desoto, TX 75115 (972) 298-6001 Faz (972) 432-7646 thelclardy@aol.com	
Duncan, Sarah 3500 Maple Ave. Ste. 400 Dallas, Texas 75219 214-520-2128 Fax 214-520-2129 sduncanattorney@gmail.com	3 #24068658
Fisher, Sharion L. 400 S. Zang Blvd. Suite 815 Dallas, Texas 75208 214-941-2361 Sharion_fisher_attorney@justince.com	2 #07061100
Fisher, Susan 3109 Knox Dallas, Texas 75205 214-233-6565 Fax 214-206-9949 misshambone@gmail.com	2 #00796548

Howard-Watkins, Demetria 4303 N. Central Expy., Dallas, Texas 75205 (469)444-9013 Fax (888) 501-6345 Demetria@hwatkinslaw.com	3 #24087756
Jacobson, Julie P.O. Box 992 Kennedale, Texas 76060 817-714-1545 817-478-8260	3 #24064203
Mahlin, Robert G. 5641 SMU Blvd. Ste. 123 Dallas, Texas 75206 972-408-5006 972-408-5007	3 #12836745
Mugambi, Irene G. 2700 Stemmons Frwy Suite 1200 East Tower Dallas, Texas 75207 214-631-0055	3 #00796019
N'Okoye, Violet 3620 South Cooper St., Suite #100 Arlington, Texas 76015 817-962-0773 Fax 888-517-4445 Nkv12001@yahoo.com	3 #24041607
Olivo, Andrew C. 1622 E. Beltline Road, Suite 100 Carrollton, Texas 75006 (972) 242-0924 Fax (972) 242-1754 PLLC@gmail.com	3
Patin, David 607 N. Hampton Rd. Desoto, Texas 75115 972-230-4458 Fax 214-206-9451 david@patinlawgroup.com	2 #24076611

Ponder, Anita 1910 Pacific Avenue, Ste. 11500 Dallas, Texas 75201 214-606-4386 ponderlawgroup@gmail.com	3
Resendez, Jaime 636 Esterine Rd. Dallas, Texas 75217 214-785-2411 Fax 214-594-8363 jaime@resendez-legal.com	2 #24088288
Rincones, Roxanne Ballard P.O. Box 210964 Bedford, Texas 76095 214-563-1963 Fax 817-835-0007	3 #24004536
Rios, Lysette 14785 Preston Road, Ste. 550 Dallas, Texas 75254 469-269-0511 Fax 469-252-7282 LRIOS@Riosgloverlaw.com	3 #24083739
Skinner, Stephen 4424 West Lovers Lane Dallas Texas 75209 214-349-9975	3 #00789811
Tatum, John 990 S. Sherman Street Richardson, Texas 75081 972-705-9200	3 #19672
Uwakwe, Paschal 1140 Empire Central, Suite 05 Dallas, Texas 75247 214-631-8300 Cell 469-767-4529	3 #24029877
Uzowihe, Rita 8500 Stemmons Freeway, Suite 3045 Dallas, Texas 75247 214-634-9944 ritauzowihe@comcast.net	3 #24010461

Walton, Victoria 2150 S. Central Expressway Dallas, Texas 972-992-8361 Fax 817-423-6709 vwaltonlaw@gmail.com	#24045333
Washington, Tulani 5001 Brentwood Stair Road Fort Worth, Texas 76112 (469) 254-1234 Fax (866) 558-3044 trwashingtonlaw@gmail.com	3 #24049797
Watkins, Demetria C. Howard 4303 N. Centra Expy., Dallas, Texas 75205 (469) 444-9013 Fax (888)501-6345 Demetria@hwatkinslaw.com	3 #24087756

305th District Court Felony Appointment List
Revised December 20, 2017

Ackels, Samuel 3030 LBJ Frwy. Ste. 1550 Dallas, Texas 75234 214-267-8600 Fax 214-267-2605 sam@ackelslaw.com	4, 5 #24068128
Adkins, LaDeitra 2704 Routh Street, Suite 1 Dallas, TX 75201 214-901-2600 Fax 214-960-4560 adklad@aol.com	5 #24026763
Adler, Frank P.O. Box 2511 Keller, Texas 76244-2511 817-501-4658 Fax 817-431-6471 frankadlerlaw@aol.com	6 (SPANISH) #24056787
Aland, Ronald Z. 5446 Milton Street Ste. 435 Dallas, TX 75206 214-871-2777 Cell - 214-394-6993, Fax - 214-871-2779	4, 5 #00965200
Alvoid, Dennis E. P.O. Box 814483 Dallas, Texas 75381 214-742-5806	5, 6 #01133000
Anderson, Keith A. P.O. Box 2206 Desoto, Texas 75123 972-965-0086 Fax 972-230-2706 KeithAndersonlaw@att.net	5 #01196450

Ashe, William (Bill) M. II 3026 Mockingbird Lane, Suite 128 Dallas, Texas 75205 214-599-0161 #01373600	5, 6	
Ashford, George E. III 325 N. St. Paul, Suite 2475 Dallas, Texas 75201 214-922-0212	5, 6	#01374530
Ashley, Jo-An G. P.O. Box 763936 Dallas, Texas 75376 214-622-5097	4	#00787003
Ates, Carolyn J. 18208 Preston Road, Ste. D9-236 Dallas, Texas 75252 972-943-4668, Fax 972-248-0849	4	#24048330
Ayitey-Adjin, Anthonette 11625 Custer Rd. #110-257 Frisco, Texas 75035 214-865-6017, Fax 214-865-6019	4	#24044405
Baeza, Pamela 2603 Maple Avenue, Ste. 200 Dallas, Texas 75219 214-443-0707, Fax- 214-377-9537	4, 5	#00783579
Bankhead, Steven C. 8111 Preston Road, Suite 500 Dallas, Texas 75225 214-750-8555	4, 5	#01676700
Barton, Ben 304 South Record Ste. 200 Dallas, Texas 75202 214-742-3133	5	#01852500
Bittner, Thomas A. 2100 Ross Ave., Suite 2600 Dallas, Texas 75201 214-352-6525 Fax- 214-220-0230	5, 6	#02363300

(SPANISH)

Blacknall, Sharita P.O. Box 1643 Rockwall, Texas 75087 214-678-9111, Cell 214-451-7841 Fax 214-678-9144, info@blacknallfirm.com	4, 5 #24038768
Bogen, Joseph 8111 Preston Road, Ste. 500 Dallas, Texas 75225 214-865-8750 Fax 214-750-8001 JosephSBogen@gmail.com	4 #24085210
Brooks, Steven W. 727 S. R. L Thornton Frwy Dallas, Texas 75203 214-227-6303 Fax 214-269-5952	4 #00793397
Brown, Kimberly 2501 Oak Lawn Avenue, Suite 880 Dallas, Texas 75219 214-752-2242 Fax 214-752-5502 www.attorneybrown.com	4 #00789744
Brown, Wayne 6484 Fisher Rd. Dallas, Texas 75214 214-369-6853	4,5 #03179000
Buchwald, Jeffrey P. 305 Spring Creek Village, Suite 538 Dallas, Texas 75248 972-788-5016 #03293300 469-450-1733	5
Bui, Joseph 9330 LBJ Freeway, Ste. 900 Dallas, TX 75243 214-628-1818 Fax 214-231-3088	5 #24001292 (Vietnamese)

Bush, Valencia 1000 North Central Expwy. #400 Dallas, Texas 75231 214-631-3435 Fax 1-866-275-2570	4 #18692100
Cain, Tom Jr. 701 Commerce, Ste. #200 Dallas, Texas 75202 214-53-0099 Fax 214-573-4382 Tommcain@yahoo.com	5 #03610000
Chappelle, Ray 1327 Empire Central Dr., Suite 110-5 Dallas, TX 75247 214-965-0343 Fax 214-736-3902 Ray.Chappell@gmail.com	5 #04144100
Cheatum, Wynthia J. 5115 N. Galloway Ave., Suite 304 Mesquite, Texas 75150-7535 214-637-5555 Fax 972-682-5596	4 (APPEALS) #04169100
Chen-Ponder, Angela 1910 Pacific Ave., #11500 Dallas, Texas 75201 (972) 352-7259 Faz (866) 501-8690 angelachenddsjd@gmail.com	4 #24079853
Clark, Regina 5200 Keller Springs Rd., Suite 1226 Dallas, TX 75248 972-991-9300 clark_rp@swbell.net	5 #00783834
Clements, Darrell L. 16850 Dallas Parkway Dallas, TX 75248 214-750-6300 972-735-8121	5 #04362300

Collie, Griffin 2514 Boll Street Dallas, TX 75204 214-484-4323, Fax- 214-484-4733	4 #00783857
Colon, Eulogio P.O. Box 541776 Grand Prairie, TX 75054-1776 214-948-8150 Fax 214-948-8053	4 (SPANISH) #04626450
Cook, J. R. 5950 Berkshire, Ste. 200 Dallas, TX 75225 214-760-1533 Fax 214-361-8993, Cell 214-803-0866 <u>JrCookLaw@hotmail.com</u>	5 #04744665
Corsi, Lynne 2213 Boll Street Dallas, Texas 75204 214-855-1225 Cell 972-408-7962	5, 6 ** SIGN LNG** #03940856
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Danish, John C. 11117 Capital Court Irving, Texas 75060 972-554-1343 Fax 972-579-1343	4 #05375300

Davis, Marilyn Y. P.O. Box 133164 Dallas, Texas 75313 Cell 469-254-4232 Fax 469-227-4251	5 #00793593
Dodd, Shannon T. 106 N. Denton Tap Rd. Suite 210-263 Coppell, Texas 75019 972-407-3500 Fax 972-304-5434, Pager: 214-314-5560 shannondodd@comcast.net	5, 6 #00788545
Edwards, Remeko P.O. Box 1402 Lancaster, Texas 75123 214-403-9689 Fax 214-594-7961, Cell 214-403-9689	4,5 #24047586
Elfenbein, Victor S. P. O. Box 50746 SPANISH Dallas, Texas 75250-0746 214-742-7100	5 #06515050
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Garcia, Ramiro P.O. Box 7003 Dallas, Texas 75209-0003 214-631-0295, Fax 214-631-1719	4, 5 (SPANISH) #00793779
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Green, Anthony 6060 N. Central Expressway, Suite 500 Dallas, Texas 75206 214-206-8941 Fax 214-572-2968 attorney@anthonygrenlaw.com	4 #24043702
Hayes, Phillip P.O. Box 600991 Dallas, Texas 75360 214-679-7598 Phays1995@hotmail.com	4 #24012803
Heidenheimer, Mark 211 N. Record, Ste. 450 Dallas, Texas 75202 214-578-0360, 214-742-7313 mheidenheimerlaw@aol.com	4 #09378800
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Herrera, Brenda P.O. Box 600230 Dallas, Texas 75360-0230 214-987-1234, Cell 214-803-2928	5, 6 #02574600
Herrera, Robert J. P.O. Box 600230 Dallas, Texas 75360-0230 214-987-1234	5, 6 #09530300 (SPANISH)

Herrera, Roger P. O. Box 4369 Dallas, Texas 75208 214-943-6062 214-943-6063	5, 6 (SPANISH) #90001937	
Hill, Carolyn 5473 Blair Rd, Suite 100 Dallas, Texas 75231 972-991-1582 Cell: 214-882-5586	5, 6 #24010050	(SPANISH)
Hines-Glover, Nicole 14785 Preston Rd. Ste. 550 Dallas, Texas 75202 469-269-0511, Fax 469-252-7282 nglover@riosgloverlaw.com	4,5 #24076443	
Houze, LaNasha D. 9400 N. Central Expressway, Suite 1630 Dallas, Texas 75231 214-244-0223 Fax 214-279-0110 lhouze@dgwprobateattorneys.com	4,5 #24075573	
Hughes Jr., Carl D. P.O.Box 610326 Dallas, Texas 75261 214-761-9342 Fax 1(888)247-1127 carlhughes@aol.com	4 #10209000	
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Lopez, John III 109 West Polk Street Richardson, Texas 75081 972-690-3845	4 #12567500	
Macias, Mary L. 1005 W. Jefferson, Suite 102 Dallas, Texas 75208 214-946-7373 Fax 214-946-1225, Cell 214-946-1225 macias-mary@sbcglobal.net	5 #12760537	(SPANISH)
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Martin, Charlie Jr. 12 Walnut Creek Pl. Richardson, Texas 75080 972-523-1816, Fax 972-830-9078 charlie@charliemartinlaw.com	5, 6 #13057600	
Masek, James 2501 Avenue J, Suite 100 Arlington, Texas 76006 817-640-8586, Fax 817-640-9749 #13146900	4,5	(SPANISH)
Mays, Stanley R. 2214 Main Street Dallas, Texas 75201 214-421-9000, Fax 214-421-8466	5, 6 #13308400	

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Ogueri, Gabriel C. 745 Meadows Bldg. 5646 Milton Street Dallas, Texas 75206 214-363-5857	5 #00791370
Ogunsemi, Temitope 8035 East R. L. Thornton Fwy, Suite 586 Dallas, Texas 75228 (972) 836-8174 Fax (972) 692-6871	4 #24077260
Olorunnisomo, Leora S. P.O. Box 1644 Rowlett, Texas 75030 972-475-2423 Fax 972-475-3451	5, 6 (+APPEALS) #00786147
Peterson, Laura 5502 Broadway Blvd Garland, Texas 75043 214-321-1471 Fax 972-303-1673 laura@dallajusticeforall.com	6 #15837690

Pratt, Tiffany L. 2201 Main St., Suite 410 Dallas, Texas 75201 (214) 741-2186 (888) 816-1931 tpratt@prattandthomas.com	4
Queal, Irv W. 8117 Preston Road 800 Preston Commons West Dallas, Texas 75225-6306 214-696-3200 X3369	4,5 #16424000
Russo, Ryan L. 2633 McKinney Ave, Ste. 130-273 Dallas, Texas 75204 214-566-5946 Fax 214-965-9261 ryanrusso@gmail.com	 #24088341
Sargent, Craig Anthony 3310 Leahy Drive Dallas, Texas 75229 214-535-1235	5, 6 #17648650
Shehan, Tomi J. 6440 N. Central Expwy. Ste 601 Dallas, Texas 75206 214-750-7429	4 #18187200
Smith, April E. P.O. Box 870550 Mesquite, Texas 75187-0550 972-613-5751 #18532800 aesmithlaw@comcast.net	5, 6 **APPEALS
Smith, Houston M. 210 East Moore Avenue Terrell, Texas 75160 972-524-1903	5, 6 #18605900
Taylor, Eartha Lynn 2501 Oak Lawn, Suite 360 Dallas, Texas 75219 214-943-8801	5, 6 #02628050

Templeton, Maridell P.O. Box 38185 Dallas, Texas 75238 214-343-6274 Fax 214-221-9910 maridellt@hotmail.com	4,5 (Appeals only) #19769000
Thibault, Nicole P.O. Box 1388 Cedar Hill, Texas 75106-1388 214-257-0624 Fax 214-256-5632	4 #24042024
Thomas, Sakinna 3101 Cortez Ct. E Irving, Texas 75062 317-331-7788 469-647-5543 sakinna1@me.com	4 #24078067
Traylor, Janet Ferguson 214 West Franklin St., Ste.200 Waxahachi, Texas 75165 214-926-8381 Fax 972-755-4923, Cell 214-926-8381 janetrferguson@aol.com	4, 5 #06916900
Tyson, Ezekiel Jr. 342 W. Montana Ave. Dallas, Texas 75224 214-942-9000	4,5 #24034715
Vonjoe, Brenda R. P.O. Box 1004 Desoto, Texas 75123-1004 214-824-7711 214-824-7712	4 #20617075
Watkins, Shawn P.O. Box 763086 Dallas, TX 75376 972-223-6358 Cell 214-244-4953	5, 6 #24008244

White, Debra 2201 Main Street, Ste. #1220 Dallas, Texas 75211 214-573-7660 Fax 214-573-7661	4,5 #24031894
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Witherspoon, Vernon 101 N. MacArthur Blvd. Irving, TX 75061 972-254-3148	5 #21828500
Wood, Dick Preston Commons West 10440 N. Central Expwy, Suite 800 Dallas, Texas 75231 214-750-3362 Fax 214-350-2142	4, 5 #21911000

JUVENILE BOARD ORDER

ORDER NO: 2018-XXX

DATE: February 26, 2018

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 February, 2018, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

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

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

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

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

WHEREAS, the Juvenile Courts on February 26, 2018, at a regular meeting of the Dallas County Juvenile Board submitted lists for appointment to represent indigent juveniles.

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

DONE IN OPEN BOARD MEETING this 26th day of February, 2018.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

F.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: February 26, 2018
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Probation Services Division Policy and Procedures

Background of Issue:

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

§341.202 Policy and Procedures.

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

§341.300 Policy and Procedure Manual.

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

Impact on Operations and Maintenance:

The Probation Services Division of the Dallas County Juvenile Department has a unique set of policies and procedures for both pre and post-adjudicated juveniles who are referred to our agency. Since the February 2017 Juvenile Board approval, this manual has updated some of the procedural and policy changes that have been implemented. The updates are reflected in the current policies and procedures and each time a revision was made, the information was disseminated to staff via electronic mail, outlining the specific changes. Each unit supervisor is responsible of ensuring their respective employees have access to and clearly understand the policies and procedures. The updated policies and procedures manual has been uploaded to the common computer network drive for access and review by all staff.

Strategic Plan Compliance:

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

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

Legal Information:

A copy of the updated Probation Services Division Policy and Procedure Manual and a red-line version outlining all changes made since February 2017 were provided to Administrative Legal Advisor Ms. Denika Caruthers for review. Ms. Caruthers approved both documents as to form.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the 2018 revision of the Probation Services Division Policy and Procedures. It is further recommended that the Juvenile Board authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed before the next Juvenile Board review.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2018-XXX
DATE: February 26, 2018
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 February, 2018, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** standards published by the Texas Juvenile Justice Department (TJJD) mandate that Juvenile Boards adopt written department policies and procedures; and
- WHEREAS,** TJJD standards also mandate the chief administrative officer to maintain and enforce a policy and procedures manual for the Juvenile department; and
- WHEREAS,** TJJD standards further mandate the Chief Administrative officer to review the policies and procedures on an annual basis, update them as necessary, and provide all employees with a copy of or access to these policies and procedures; and
- WHEREAS,** the Probation Services Division of the Dallas County Juvenile Department has made updates to policy and procedure approved in February 2017; and
- WHEREAS,** the updates are reflected in the current policies and procedures and each time a revision was made, the information was disseminated to staff via electronic mail, outlining the specific changes; and
- WHEREAS,** the updated policies and procedures manual has been uploaded to the common network drive for access and review by all staff; and
- WHEREAS,** this request conforms to the Dallas County Strategic Plan - Vision 3: Dallas County is *safe, secure and prepared*, as evidenced by a more comprehensive policy and procedure manual for staff to follow while serving referred youth and families; and

WHEREAS, a copy of this updated Probation Services Division Policy and Procedures Manual and a red-line version outlining all changes made since February 2017 have been reviewed and approved as to form by Administrative Legal Advisor Ms. Denika Caruthers; and

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

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the 2018 revision of the Probation Services Division Policy and Procedures Manual, and authorizes the Director of Juvenile Services or designee to modify any policy and procedure as needed prior to the next review by the Juvenile Board.

DONE IN OPEN BOARD MEETING this 26th day of February, 2018.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

G.



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

MEMORANDUM

Date: February 26, 2018
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Juvenile Processing Offices - Mansfield Independent School District Police Department

Background of the Issue:

Amendments passed during the 77th Legislative Session assign the Juvenile Board the responsibility of designating Juvenile Processing Offices within Dallas County.

The Juvenile Board has previously approved sites as Juvenile Processing Offices (see attached list). The Department regularly reviews sites to make appropriate additions, deletions, modifications, or amendments to this list. When the Department is notified of the modification of a site, or receives a request from law enforcement for designation of a new site, we personally inspect the site and apprise the agency of their obligations and responsibilities when processing juveniles at the approved site.

Impact on Operations and Maintenance:

The Dallas County Schools Police Department ended all law enforcement operations on January 31, 2018. Prior to January 31, 2018, the following Juvenile Processing Offices were operated by the Dallas County Schools Police Department and were previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board on September 25, 2017. These sites will no longer be used as Juvenile Processing Offices and will be decertified.

Dallas County Schools Police Department
8035 E R.L. Thornton Freeway, suite 111
Dallas, TX 75228

Dallas County Schools Police Department – CFB
Barbara Middle School
515 Cowboy Parkway
Irving, Texas 75063

Dallas County Schools Police Department – CFB
Ranchview High School
8401 Valley Ranch Parkway East
Irving, Texas 75063

The Dallas County Schools Police Department also operated the following Juvenile Processing Offices and they were previously designated as approved sites by this Department and the Dallas County Juvenile Board on September 25, 2017. These sites will remain as Juvenile Processing Offices but will be operated by the Mansfield Independent School District Police Department. The Mansfield Independent School District Police Department has signed an Interlocal Agreement with Duncanville Independent School District in providing

~~Peace Officer Services – also known as School Resource Officer, signed December 20, 2017. As a result, the following previously designated Duncanville ISD schools will be recertified under Mansfield ISD Police Department.~~

Byrd Middle School, room 200F, located at 1040 W. Wheatland Road, Duncanville, TX 75116 was previously designated as an approved Juvenile Processing Office by this Department and the Dallas County Juvenile Board on September 25, 2017.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually; the site at Byrd Middle School was personally inspected by Roger Taylor, Manager of Probation Services on February 2, 2018. The site was determined to be suitable as a Juvenile Processing Office, and the designated area was clearly identified with affixed signage as "Certified Juvenile Processing Center".

Duncanville High School campus rooms B167, B167B, L105 L105B, located at 900 W. Camp Wisdom Rd., Duncanville, TX 75116 were previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board on September 25, 2017.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the sites at Duncanville High School were personally inspected by Roger Taylor, Manager of Probation Services on February 2, 2018. The sites were determined to be suitable as a Juvenile Processing Offices, and the designated areas were clearly identified with affixed signage as "Certified Juvenile Processing Center".

Kennemer Middle School campus room 100C, located at 7101 W. Wheatland Rd. Dallas, Texas 75249, was previously designated as an approved Juvenile Processing Office by this Department and the Dallas County Juvenile Board on September 25, 2017.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the site at Duncanville Kennemer Middle School was personally inspected by Roger Taylor, Manager of Probation Services on February 2, 2018. The site was determined to be suitable as a Juvenile Processing Office, and the designated area was clearly identified with affixed signage as "Certified Juvenile Processing Center".

Reed Middle School, room 115, located at 530 E. Freeman Rd., Duncanville, TX 75116 was previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board on September 25, 2017.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the site at Reed Middle School was personally inspected by Roger Taylor, Manager of Probation Services on February 2, 2018. The site was determined to be suitable as a Juvenile Processing Office, and the designated area was clearly identified with affixed signage as "Certified Juvenile Processing Center".

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to Agency representative, Assistant Chief Greg Minter of the Mansfield Independent School District Police Department during the site visit. The training provided the Agency representative with information from Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice Delinquency and Prevention Act outlining the requirements of operating a Juvenile Processing Office and the specifics associated with the handling of juveniles in the Juvenile Processing Office. The training document was signed by the Agency representative and a copy will be maintained by the Juvenile Department.

In calendar year 2017, The Dallas County Schools Police Department referred 50 juveniles to the Dallas County Juvenile Department. Of the 50 referrals, 8 (16%) were Hispanic, 42 (84%) were Black, and none were White. Of the 50 referrals, 38 (76%) were male and 12 (24%) were female.

Strategic Plan Compliance:

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

Legal Impact:

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

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

SECTION 1. Any juvenile taken into custody and not released in the field by the officer shall be brought immediately to either an office or to an official designated site herein without unnecessary delay and without 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.

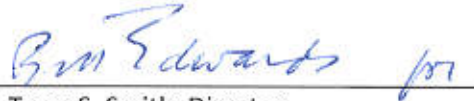
- (5) All administrative steps necessary subsequent to taking a child into custody.

Recommendation:

The Juvenile Department recommends the Juvenile Board decertify Dallas County Schools Police Department Juvenile Processing Office room 16, located at 8035 E. R.L. Thornton Freeway, suite 111, Dallas, TX 75228; CFBISD Barbara Bush Middle School, room D103, located at 515 Cowboy Parkway, Irving, TX 75063 and CFBISD Ranch View High School, room C1314, located at 8401 Valley Ranch Parkway East, Irving, Texas 75063 as a designated Juvenile Processing Offices.

The Juvenile Department recommends the Juvenile Board designate the Mansfield Independent School District Police Department - Byrd Middle School, room 200F, located at 1040 W. Wheatland Road, Duncanville, TX 75116; Duncanville High School campus rooms B167, B167B, L105 L105B, located at 900 W. Camp Wisdom Rd., Duncanville, TX 75116; Kennemer Middle School campus room labeled as room 100C, located at 7101 W. Wheatland Rd. Dallas, Texas 75249; Reed Middle School, room 115, located at 530 E. Freeman Rd., Duncanville, TX 75116 as a designated Juvenile Processing Office.

Recommended by:

A handwritten signature in blue ink that reads "Terry S. Smith" followed by a small mark that looks like "for".

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

STATE OF TEXAS §

COUNTY OF DALLAS §

**INTERLOCAL AGREEMENT FOR
PEACE OFFICER SERVICES**

Pursuant to Texas Government Code §§791.001 et seq. (the "Code") Mansfield Independent School District ("MISD"), and the Duncanville Independent School District ("DISD" or "District"), each being a unit of "Local Government" as defined by the Code, make and enter into this Agreement for the purposes and consideration as set out below. MISD and DISD are sometimes referred to herein individually as the "Party", and collectively as the "Parties".

WITNESSETH:

WHEREAS, DISD and the Police Department of MISD ("Department") wish to institute a cooperative SRO Program at various secondary schools of DISD to combat juvenile delinquency, to personally assist students with various problems involving potential involvement with law enforcement, to develop and maintain positive relations between students and MISD police officers and to assist DISD in maintaining a safe, orderly, and secure environment conducive to learning; and

WHEREAS, MISD is willing to temporarily hire the SRO currently in place to provide DISD police protection services; and

WHEREAS, the Code authorizes MISD and DISD to contract with one another for police protection, related administrative functions, and other governmental functions in which they are mutually interested; and

WHEREAS, the DISD Board of Trustees has found, and hereby declares, it is in the best interests of DISD to have security personnel and law enforcement services to (1) protect the safety and welfare of its students, employees, and other persons authorized to be on DISD property or at DISD sponsored events or activities; and (2) protect the real and personal property of DISD; and

WHEREAS, the DISD Board of Trustees desires to utilize the security and law enforcement services and personnel of MISD for those functions and purposes; and

WHEREAS, MISD desires to provide DISD the required law enforcement functions and services.

NOW, THEREFORE, in consideration of the premises and of the terms, provisions, and mutual provisions herein contained, MISD and DISD hereby agree as follows:

I Purpose

1.1 The primary purpose of this Agreement is for DISD to secure the services of commissioned peace officers to protect its property and the safety and welfare of DISD students and personnel. It is also the purpose of this Agreement to provide for the maintenance and expansion of the School Resource Officer Program by assigning School Resource Officers ("SRO", singular and plural) to DISD's schools.

1.2 MISD desires to provide the services encompassed by this agreement on a temporary basis and in no event past June 30, 2018 unless the Parties agree otherwise.

II Services and Obligations of MISD

MISD, through the School Resource Officers, shall provide DISD the following services and related activities:

A. Law Enforcement Services

2.1 MISD shall provide DISD with current SRO as a part of the Department's DISD SRO Unit. The number and placement of the SRO will be determined by the Parties.

2.1.1 MISD agrees to maintain the current salary scale of the DISD officers as stated in Exhibit "A".

2.2 The SRO will work shifts as assigned by the Department and on campuses as mutually agreed by the Parties.

2.3 The SRO shall monitor access to the school grounds and assist in limiting access only to authorized persons.

2.4 The SRO shall assist DISD personnel in protecting the property/assets of DISD and the security and safety of its students, personal, and visitors in accordance with state law.

2.5 The SRO shall investigate and/or deter the commission of criminal acts that may occur on DISD property within the jurisdictional limits of the District, including but not limited to responding to any and all robbery/panic/duress alarms for all District properties even when school is not in session.

2.6 The SRO will coordinate the Crime Stoppers Program.

2.7 The SRO Supervisors will serve as liaison between DISD schools and MISD and Duncanville Police Department, juvenile officials, probation officials, courts, and other agencies of the juvenile justice system.

2.8 The SRO may provide a high-visibility crime deterrent on DISD properties, including but not limited to its buildings, parking lots, and athletic facilities.

2.9 The SRO will attempt to detect and identify the early signs of deviant behavior and inappropriate associations of persons.

2.10 The SRO may be present, upon request, when a school official is conducting a search of person and/or property by the school official when such official has reasonable grounds to believe that the search will discover evidence that the person has violated state law.

2.11 MISD may exercise jurisdiction to enforce the Texas Penal Code, Texas Education Code and all other criminal statutes on DISD property within the jurisdictional limits of MISD.

2.12 SRO shall be responsible for investigating offenses, issuing citations through the Dallas County JP #1 Court, making arrests or filing charges, as applicable, for all offenses except truancy charges occurring on DISD property. In accordance with State and local laws including, but not limited to, incident reports and incident-based reports.

2.13 SRO shall be reasonably present during student passing periods and lunch periods.

2.14 SRO shall attend campus orientations and trainings for faculty and staff to facilitate SRO's familiarity with DISD and campus goals, policies, and procedures.

2.15 SRO will be required to review and adhere to the MISD police department procedure manual and Department and MISD policies when performing their duties.

2.16 SRO will be given access computer access to the MISD document management system, the procedure manual, and any other necessary programs.

B. Education Services

2.17 Based on assignment and availability, SRO will participate as a resource person in the classroom, at assemblies, with parent groups, teach classes, school board meetings or workshops, lead focus groups, or offer information on law enforcement topics, campus security, or other Police Department programs.

2.18 To the extent that SRO is required to attend classes or participate in continuing education courses, SRO shall attempt to schedule such classes for times when school is not in session in order to minimize the amount of time SRO is away from campus during school hours.

C. Public Relations

2.19 The SRO may, upon request and approval by the MISD Police Department and the District, provide presentations to civic groups on law enforcement/youth related topics such as School Resource Officer programs, gang activities and gang intervention strategies.

2.20 The SRO shall provide interpretation of the function and purpose of the SRO program for the community.

D. Guidance Services

2.21 The SRO shall assist in providing guidance and direction to students, parents, and school staff in law enforcement matters.

E. Detention Services

2.22 The SRO will participate in gang intelligence gathering regarding local gang activity by attending intelligence meetings.

2.23 MISD shall provide transport services for offenders who commit offenses that occur on DISD property.

III Jurisdiction

3.1 When acting as a commissioned peace officer for MISD and/or DISD, the officer's jurisdiction shall include, in addition to his jurisdiction as a MISD Police Officer, all territory within the boundaries of the DISD and all property, real and personal, outside the district boundaries of DISD that is within and owned, leased, or rented by or otherwise under the control of DISD and its Board of Trustees.

3.2 Violations and infractions observed and/or reported to SRO of school rules and policies should be reported within 24 hours by the SRO to the appropriate school officials.

IV Qualifications

4.1 The SRO assigned by MISD shall meet the MISD Police Department minimum standards and qualifications.

4.2 DISD and MISD shall mutually determine the assignment at the specific school of all SRO personnel. Should DISD be dissatisfied with the performance of an assigned SRO, DISD shall have the right to request a change of personnel, and the MISD Chief of Police shall review each request within a reasonable period of time.

V. Employees of Mansfield Independent School District

5.1 All SRO furnished by MISD will be employees of MISD and will at all times be subject to the supervision and control of the MISD Chief of Police and shall be responsible to the MISD Chief of Police.

5.2 All SRO furnished by MISD have the protection of DISD as the primary responsibility.

5.3 The supervisory personnel of the MISD Police Department assigned to the SRO shall be available at all reasonable times to confer with designated officials of DISD and to discuss the performance of the SRO assigned to respective school(s). Should DISD requests the removal of an SRO from a campus or from the DISD, the MISD Chief of Police shall review such request within a reasonable period of time.

promptly remove and reassign such SRO.

5.4 MISD Police Department shall deploy additional officers to handle situations at DISD as needed and as available.

VI Services and Obligations of DISD

DISD shall fulfill the following obligations in return for MISD's performance of the services provided herein:

6.1 Provide an office, desk, telephone and computer for the SRO at each designated school, together with the support of the professional staff as reasonably necessary to efficiently aid the Officers in the performance of their duties described in this Agreement.

6.2 MISD shall invoice DISD at the end of each month for services provided, and DISD shall pay MISD. Costs of this agreement are listed in Attachment "A" and the costs shall be reviewed and adjusted each budget year as necessary. Changes shall be made by amendment to this agreement. Payments shall be delivered to:

Chief Financial Officer
Mansfield Independent School District
605 E. Broad Street
Mansfield, Texas 76063

6.3 Payments for the above described governmental services must be made from current revenues available to the school district.

6.4 When MISD police officers are requested by DISD administrators to provide law enforcement services for DISD athletic, extra-curricular or special events, compensation will be at 1.5 times the hourly rate. The officers are responsible for invoicing DISD weekly.

6.5 DISD will be responsible for providing all equipment to the SRO necessary to perform the essential function of the job. MISD requires officers to wear bullet proof vests that meet industry standards. Further, DISD will reimburse MISD for the cost of badges, patches and any necessary clothing.

6.6 In the event of unanticipated expenditures by MISD, after a full accounting and proper invoice, DISD will reimburse the appropriate amount to MISD. For example, this may include an insurance deductible or other cost in the event of an accident by an SRO in a DISD owned vehicle.

VII Term

7.1 The term of this Agreement shall commence upon notice from DISD that MISD's services under this Agreement will be needed, but no less than ten (10) days notice will be required. This Agreement shall continue until terminated by either Party by giving notice as set forth below. DISD, being a governmental entity that operates on an annual budget funded by taxpayer dollars, may terminate this Agreement if the DISD Board of Trustees in a majority vote does not appropriate funds for the continuance of services by MISD.

7.2 Either Party may terminate the Agreement without cause by giving the other Party written notice of such termination at least thirty (30) days prior to the effective date of such termination. Termination of this Agreement shall not excuse any of the payments due for services provided prior to the effective date of the termination of this Agreement.

7.3 Upon termination of the Agreement, the Parties will determine on a go forward basis the employment of the SRO. If any SRO is terminated at the time of termination of this Agreement, DISD will be responsible for all costs associated with that termination including, but not limited to, unemployment payments, attorney's fees, court costs, and any other ancillary cost.

VIII Notices and Administration

8.1 All notices, communications and reports required or permitted under this Agreement shall be deemed delivered to the respective parties when received, by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either Party is subsequently notified otherwise in writing:

If intended for MISD, to:

SUPERINTENDENT OF SCHOOL SCHOOLS

Mansfield Independent School District

605 E. Broad Street

Mansfield, Texas 76063

If intended for DISD, to:

SUPERINTENDENT OF SCHOOLS

Duncanville Independent School District

710 S. Cedar Ridge Drive

Duncanville, Texas 75137

IX Miscellaneous Provisions

9.1 **RELATIONSHIP:** Each Party is acting independently; neither is an agent, servant, employee of the other; and the Parties are not engaged in a joint enterprise.

9.2 **LIABILITY:** It is understood and agreed between the parties that each party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Where injury or property damage results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Neither party shall be responsible to the other party for any negligent act or omission in connection with this Agreement. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defense available by law.

9.3 **BINDING EFFECT:** This Agreement and the respective rights and obligations of the Parties hereto shall insure to the benefit and be binding upon the successors of the Parties hereto, as well as the Parties themselves.

9.4 **WAIVER:** Waiver by any Party of any breach of this Agreement, or the failure of any Party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Both Parties have a duty to mitigate damages.

9.5 **ASSIGNMENT:** This Agreement may not be assigned without the prior written consent of

the other Party,

9.6 **FORCE MAJEURE:** Neither DISD nor MISD shall be deemed in violation of this Agreement if either is prevented from performing any of the obligations hereunder by reason of, for or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge or civil authority, government regulation, an act of God, or any cause reasonably beyond the Party's control and not attributable to its neglect. In the event of such an occurrence the time for performance of such obligations or duty shall be suspended until such time that such disability to perform, for which the Party is not responsible or circumstance beyond its control, shall be removed. The Party claiming the suspension shall give written notice of such impediment or delay in performance to the other Party within ten (10) days of the knowledge of such occurrence. Each Party shall make all reasonable efforts to mitigate the effects of any suspension.

9.7 **VENUE:** The obligations of the parties are performable in Duncanville, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Tarrant County, Texas.

9.8 **APPLICABLE LAW:** This Agreement is made subject to the enacted written Policies of the Boards of Trustees of DISD and MISD, as amended, and all applicable Local, State and Federal laws.

9.9 **ATTORNEYS' FEES:** If any lawsuit or other legal proceeding is brought by one Party against the other Party in connection with this Agreement, the prevailing party shall be entitled to recover from the other Party all reasonably incurred attorneys' fees as set forth in Texas Local Government Code Section 271.153(a)(3).

9.10 **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

9.11 **CAPTIONS:** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

9.12 **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

9.13 **ENTIRE AGREEMENT:** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

9.14 **MODIFICATION AND AMENDMENTS:** This agreement may be amended or modified at any time by mutual agreement of the authorized representatives of the signatories to this Agreement. Such amendment or modification shall require a written document executed by all parties to the Agreement. The parties further agree to amend this agreement to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this Agreement. However, if new laws, policies, or regulations applicable to the parties are implemented which materially affect the intent of the provision of this Agreement, the authorized representatives of the signatories to this Agreement shall meet within a reasonable period of time, e.g. 20 business days from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

9.15 **INSURANCE:** Each party shall at its sole cost provide liability insurance for itself covering its own activities and duties set forth herein.


9.16 IMMUNITY: Each of the parties acknowledge that they are performing governmental services to the other for the benefit of the public; and, nothing contained herein shall be deemed to waive any of its respective governmental immunities under state and/or federal law, jointly or severally. To the extent allowed by law, governmental immunities under state and/or federal law shall extend from DISD to MISD and/or from MISD to DISD.

EXECUTED as of the 30th day of December, 2017

MANSFIELD ISD

DUNCANVILLE ISD


Name: Jim Vaszauskas, Ed.D.
Title: Superintendent


Name: Marc Smith, Ed.D.
Title: Superintendent

**JUVENILE PROCESSING OFFICE DESIGNATIONS
DALLAS COUNTY JUVENILE BOARD
(Revised 2/26/18)**

- | | |
|---|--|
| <p>1) Addison Police Department
Juvenile Processing / Briefing Room
4799 Airport Parkway
Addison, TX 75001 972-450-7120
Detention Supervisor, Mr. Michael Meharg</p> | <p>Dallas, TX 75203
Sgt. Deon Simmons 214-947-7705</p> |
| <p>2) 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</p> | <p>8) City of Combine Municipal Court &
Combine Police Department
Chief's Office #101 & Judge's Office #102
123 Davis Rd. Combine, TX 75159
Chief of Police Jack Gilbert
972-476-8790 (office) / 214-212-5103 (cell)</p> |
| <p>3) Baylor Health Care Dept. of Public Safety
Police Supervisors Room, Room 100.10-100.13
4005 Crutcher Street, Ste 100
Dallas, TX 75246 214-820-6193
Asst. Chief Jesse Gomez/Det. Marlana Colvin</p> | <p>9) Cockrell Hill Police Department
Juvenile Processing Office
4125 W. Clarendon Drive
Dallas, TX 75211
Lt. Heraldo Hinojosa 214-939-4141</p> |
| <p>4) Carrollton Police Department
Rooms 157-JPO1,138-JPO2
137-JPO3,136-JPO4, 135-JPO5
2025 Jackson Road
Carrollton, TX 75006
Sgt. Sheldon Blackwell 972-466-4328</p> | <p>10) Coppell Police Department
Room 125/ Juvenile Processing Room
130 S. Town Center Blvd.
Coppell, TX 75019
Sgt. Bill Camp 972-304-3593</p> |
| <p>5) Cedar Hill ISD Police Department
Briefing/Training Office
Door 5A entrance, Room 1 & 2
504 E. Beltline Rd.
Cedar Hill, TX 75104
Lt. Eddie Thompson 469-272-2088</p> | <p>11) Dallas County Community College Police
Department / Room N112E
Eastfield College – Main Campus
3737 Motley Dr.
Mesquite, Texas 75150
Commander Michael Horak 972-860-8344</p> |
| <p>6) Cedar Hill Marshal's Office
285 Uptown Boulevard, Room 7108
Cedar Hill, TX 75014
Chief Leland Herron 972 291-1500 Ext.1048</p> | <p>12) 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</p> |
| <p>7) Charlton Methodist Medical Center
3500 W. Wheatland-Juvenile Processing Office</p> | <p>13) Dallas County Community College Police
Department
Pecos Hall – Rooms P161, P163, P170, P172
Kiowa Hall – Room K110</p> |

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

214-698-2200 Office

- Richland College Campus
12800 Abrams Road
Richardson, Texas 75243
Lt. C. Sena 972-761-6758
- 14) Dallas County Hospital District P.D.
Interview Room 01-910
Observation Room 01-911
5223 Texoak Ave., Dallas, TX 75235
Capt. Richard D. Roebuck Jr. 469-419-0533
- 15) 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
- 16) 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
- 17) 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
- 18) 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
- 19) Desoto P.D.
"Juvenile" Booking and Processing Office
714 E. Beltline Rd.
Desoto, TX 75115
Det. W. Tillman 469-658-3028
- 20) DFW Airport Department of Public Safety
CID Conference Room, CID Interview Room 1,
and Patrol Conference Room
2900 East 28th Street
Airport, TX 75261
Sgt. Kara Cooper 972-973-3561
- 21) Mansfield ISD PD - Byrd Middle School
"Juvenile Processing Center" Room # 200F
1040 W. Wheatland Road
Duncanville, TX 75116
Asst. Chief Greg Minter 817-299-6008
- 22) Mansfield ISD PD -Duncanville High School
Rooms L105,L105A, A118, B167 & B167B,
900 W. Camp Wisdom Rd.
Duncanville, TX 75116
Asst. Chief Greg Minter 817-299-6008
- 23) Mansfield ISD PD- Kennemer Middle School
Room 100C
7101 W. Wheatland Road
Dallas, TX 75249
Asst. Chief Greg Minter 817-299-6008
- 24) Mansfield ISD PD - Reed Middle School
"Juvenile Processing Center" Room # 115
530 E. Freeman Road
Duncanville, TX 75116
Asst. Chief Greg Minter 817-299-6008
- 25) 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
- 26) Garland Police Department
Room J1008 & J1015
1900 W. State Street

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

- Garland, TX 75042
Supervisor Don McDonald 972-485-4891
- 27) Glenn Heights Police Department
Patrol- Squad Rm & CID Office
550 E. Bear Creek
Glenn Heights, TX 75154
Det. Gene Yates 972-223-1690x248
Gene.yates@glennheightstx.gov
- 28) South Grand Prairie High School
Rooms A122 and H254
301 W. Warrior Trail
Grand Prairie, TX 75052
Off. Chris Moore/Rayford Starr 972-522-2560
- 29) South Grand Prairie High School
Dr. Vern Alexander Bldg., Room A110B
305 W. Warrior Trail Grand Prairie, TX 75052
Off. Brandon Darrough 214-707-2897
- 30) Grand Prairie High School
Room 501
101 High School Drive
Grand Prairie, TX 75050
Off. Edward Rahman 972-809-5707
- 31) Grand Prairie Johnson D.A.E.P.
Room 16
650 Stonewall Drive
Grand Prairie, TX 75052
Off. Louis Whittington 972-522-7007
- 32) Grand Prairie P.D.
Rooms J1, J2, J3, J4, J5, J6, 1008A, 1009, 1010
& 1029
1525 Arkansas Lane
Grand Prairie, TX 750502
Manager Teresa Coomes 972-237-8746
- 33) Grand Prairie Young Men’s Leadership
Academy at Kennedy MS, Room B102
2205 SE 4th Street
Off. Adrian Gilmore 972-522-3688
- 34) Grand Prairie Young Women’s Leadership
Academy at Arnold, Room 113
1204 E. Marshall Dr.
Grand Prairie, TX 75052
Off. Takesha Dye 972-343-7498
- 35) Highland Park Department of Public Safety
Room 331 and Report Writing Room
4700 Drexel Drive
Dallas, TX 75205 and Dallas, TX 75209
Detective Rusty Nance 214-559-9306
- 36) Hutchins Police Department
Patrol/Briefing Room
205 W. Hickman
Hutchins, TX 75141
Sgt. Frank Garcia 972-225-2225
- 37) Irving Police Department
Juvenile Holding Area, CID Juvenile Interview
Report Writing Room, Community & Youth
Services Division School Resource Office,
Juvenile Intake Lobby & Youth Investigators
Office
305 N. O’Connor Rd. Irving, TX 75061
Lt. Christopher Summers 972-721-2456
- 38) Irving Police Department
Report Writing Room
5992 Riverside Dr.
Irving, TX 75039
Lt. Christopher Summers 972-721-2456
- 39) Lancaster ISD P.D.-Headquarters
Juvenile Processing Room 603
814 W. Pleasant Run Road
Lancaster, TX 75134
Chief Le’Shai Maston 214-784-4878
- 40) Lancaster ISD P.D.-Lancaster High School
‘Juvenile Processing Office’
Police Office, Room C126A
200 Wintergreen Rd.

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

- Lancaster, TX 75134
Chief LeShai Maston 214-784-4878
- 41) Lancaster P.D.
Rooms A148 & B122
1650 North Dallas Avenue
Lancaster, TX 75134
CID Sergeant Erick Alexander 972-218-2739
- 42) Methodist Health System P.D.
Front Lobby
1441 N. Beckley Ave
Dallas, TX 75203
PO Keviin Quilens 214-947-8899
- 43) Mesquite Police Department
Rooms 1016, 1019, 1021, 1022, 2008, 4023,
4024, 4045, & 4047
777 North Galloway Avenue
Mesquite, TX 75149
Lt. Michael Kelly 972-216-6796
- 44) Richardson P.D.
Youth Crimes Unit/Rooms D-207, D208 & D211
140 North Greenville Avenue
Richardson, TX 75081
Sgt. Jaime Gerhart 972-744-4862
- 45) 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
- 46) Sachse Police Department
Juvenile Division & Youth Holding Area
Rooms PS116 and PS118
3815 Sachse Rd.
Sachse, TX 75048
Lt. Steve Norris 469-429-9823
- 47) Seagoville Police Department
Law Enforcement Center -
Interview Room and Patrol Room
600 North Highway 175
Seagoville, TX 75159
Manager Christine Dykes 972-287-6834
- 48) Southern Methodist University Police Dept.
Briefing Room 214
3128 Dyer Street Dallas, TX 75205
Lt. Brian Kelly 214-768-1577
- 49) University Park P.D.
Room 215, 2nd Floor
3800 University Boulevard
Dallas, TX 75205
Lieutenant John Ball 214-987-5360
- 50) UT Southwestern Medical Center Police Dept.
Room BLC 214 & BLC 228
6303 Forest Park Road
Dallas, TX 75390-9027
Lt. Adam Jones 214-633-1633
- 51) Wilmer Police Department
Warrant Room and Patrol Room
219 E. Beltline Rd.
Wilmer, TX 75172
Lt. Eric Pon 972-441-6565

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

JUVENILE BOARD ORDER

ORDER NO: 2018-xxx

DATE: February 26, 2018

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 February, 2018, 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 for the Dallas County Schools Police Department; and

WHEREAS, the Dallas County Schools Police Department ended all law enforcement operations on January 31, 2018. Prior to January 31, 2018, the following Juvenile Processing Offices were operated by the Dallas County Schools Police Department and previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board on September 25, 2017; and

WHEREAS, these sites will no longer be used as Juvenile Processing Offices and will be decertified: Dallas County Schools Police Department, Dallas County Schools Police Department – CFB 8035 E R.L. Thornton Freeway, suite 111; Barbara Middle School Dallas, TX 75228 515 Cowboy Parkway Irving, Texas 75063; Dallas County Schools Police Department – CFB; Ranchview High School, 8401 Valley Ranch Parkway East, Irving, Texas 75063; and

WHEREAS, Byrd Middle School, room 200F, located at 1040 W. Wheatland Road, Duncanville, TX 75116 was previously designated as an approved Juvenile Processing Office by this Department and the Dallas County Juvenile Board on September 25, 2017. In response to the Juvenile Department’s commitment to review all previously approved Juvenile Processing Offices bi-annually; the site at Byrd Middle School was personally inspected by Roger Taylor, Manager of Probation Services on February 2, 2018. The site was determined to be suitable as a Juvenile Processing Office, and the designated area was clearly identified with affixed signage as “Certified Juvenile Processing Center”; and

WHEREAS, Duncanville High School campus rooms B167, B167B, L105 L105B, located at 900 W. Camp Wisdom Rd., Duncanville, TX 75116 were previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board on September 25, 2017. In response to the Juvenile Department’s commitment to review all previously approved Juvenile Processing Offices bi-annually, the sites at Duncanville High School were personally inspected by Roger Taylor, Manager of Probation Services on February 2, 2018. The sites were determined to be suitable as a Juvenile Processing Offices, and the designated areas were clearly identified with affixed signage as “Certified Juvenile Processing Center”; and

WHEREAS, Kennemer Middle School campus room 100C, located at 7101 W. Wheatland Rd. Dallas, Texas 75249, was previously designated as an approved Juvenile Processing Office by this Department and the Dallas County Juvenile Board on September 25, 2017. In response to the Juvenile Department’s commitment to review all previously approved Juvenile Processing Offices bi-annually, the site at Duncanville Kennemer Middle School was personally inspected by Roger Taylor, Manager of Probation Services on February 2, 2018. The site was determined to be suitable as a Juvenile Processing Office, and the designated area was clearly identified with affixed signage as “Certified Juvenile Processing Center”; and

WHEREAS, Reed Middle School, room 115, located at 530 E. Freeman Rd., Duncanville, TX 75116 was previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board on September 25, 2017. In response to the Juvenile Department’s commitment to review all previously approved Juvenile Processing Offices bi-annually, the site at Reed Middle School was personally inspected by Roger Taylor, Manager of Probation Services on February 2, 2018. The site was determined to be suitable as a Juvenile Processing Office, and the designated area was clearly identified with affixed signage as “Certified Juvenile Processing Center”; and

WHEREAS, In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to Agency representative, Assistant Chief Greg Minter of the Mansfield Independent School District Police Department during the site visit. The training provided the Agency representative with information from Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice Delinquency and Prevention Act outlining the requirements of operating a Juvenile Processing Office and the specifics associated with the handling of juveniles in the Juvenile Processing Office. The training document was signed by the Agency representative and a copy will be maintained by the Juvenile Department; and

WHEREAS, the Dallas County Schools Police Department Juvenile Processing Offices comply with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the decertifying of Dallas County Schools Police Department Juvenile Processing Office room 16, located at 8035 E. R.L. Thornton Freeway, suite 111, Dallas, TX 75228; CFBISD Barbara Bush Middle School, room D103, located at 515 Cowboy Parkway, Irving, TX 75063 and CFBISD Ranch View High School, room C1314, located at 8401 Valley Ranch Parkway East, Irving, Texas 75063 as a designated Juvenile Processing Offices.

The Juvenile Board further approves the designation of the Mansfield Independent School District Police Department - Byrd Middle School, room 200F, located at 1040 W. Wheatland Road, Duncanville, TX 75116; Duncanville High School campus rooms B167, B167B, L105 L105B, located at 900 W. Camp Wisdom Rd., Duncanville, TX 75116; Kennemer Middle School campus room labeled as room 100C, located at 7101 W. Wheatland Rd. Dallas, Texas 75249; Reed Middle School, room 115, located at 530 E. Freeman Rd., Duncanville, TX 75116 as a designated Juvenile Processing Office.

DONE IN OPEN BOARD MEETING this 26th day of February, 2018.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

H.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: February 26, 2018
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Memorandum of Understanding between Dallas County Juvenile Department and Youth Village Resources of Dallas (DBA: Youth With Faces: "YWF"), Culinary Arts Program

Background of Issue:

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

The purpose of this briefing is to request approval of the Memorandum of Understanding between Youth With Faces, Culinary Arts Program and the Dallas County Juvenile Department.

Impact on Operations and Maintenance:

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

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

Strategic Plan Compliance:

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

Legal Information:

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

Financial Impact/Considerations:

Youth With Faces will deliver the Culinary Arts Program at no cost to the County.

Performance Impact Measures:

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

Project Schedule/Implementation:

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

Recommendation:

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

Recommended by:



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

MEMORANDUM OF UNDERSTANDING

Between

Dallas County Juvenile Department

And

Youth Village Resources of Dallas (DBA: Youth With Faces: "YWF"), Culinary Arts Program

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

ORDER OF PRECEDENCE

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

SCOPE OF WORK

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

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

A. Nutrition & Culinary Arts:

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

consideration of population and youth availability.

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

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

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

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

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

D. Seasonal Celebration Events:

- i. Frequency: At Medlock, Youth Village and Letot RTC, Holiday culinary celebrations happen each December, between Thanksgiving and Christmas time. Additionally, at Youth Village, YWF host seasonal celebrations in the garden during planting and harvesting seasons- in the

spring, summer and the fall. At Letot RTC, YWF provides Seasonal Celebrations during Thanksgiving, Winter Holidays, Valentine's Day, Black History Month, July Fourth, in addition to hosting numerous catering, program graduations, and other in-house catering opportunities.

- ii. Component Objective: Youth are able to celebrate on-going holidays and activities with their peers in a fun, constructive and positive way at the residential facility. Youth who have progressed through the advanced phases of the culinary program are a part of planning and executing the events. At events when youth are responsible for a job, they are paid for their efforts. Youth are given leadership positions and guided to help plan and prepare a successful celebration for the entire campus. Youth gain valuable work skills and on-the-job training experience that can be leveraged on a resume.
- iii. Component Activities/Topics: Students will experience lessons in a real-world work environment. Interns demonstrate the ability to work in a dynamic environment with hands-on coaches and instructors while earning a paycheck.
- iv. Required Participants: YWF Chef, volunteer chef and hospitality professional, and YWF staff operates the program.

E. Required Instructor: A Culinary School Graduate Chef instructor who is certified to teach the NRF food handler curriculum and is registered with El Centro College as a NRF instructor.

- i. YWF will provide all materials, equipment and durable goods necessary to the program.
- ii. YWF provides all of the funding for the Culinary Arts program including, instruction, staff, materials, equipment, graduation certificates, folders, t-shirts and refreshments , as well as related business expenses .
- iii. Program equipment will be stored in a location chosen by the Dallas County Youth Village, Letot RTC and Medlock Treatment Facility; YWF must have access to this location for training and programming.
- iv. Program classes will be held at least quarterly each year, two days per week for a minimum of 90 minutes per day. DCJD staff will select eight to 12 appropriate youth for participation in the program and provide YWF with a class roster one week in advance of class.
- v. YWF and the DCJD staff will provide the indoor food service classroom for each class, and shall maintain a staff to student ratio of 1:8 at all times. A DCJD program liaison will be appointed.

- 2). YWF understands that under no circumstances should individuals working on behalf of YWF, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) have contact or any type of interaction with youth/families involved in the program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department.
- 3). YWF understands that the names of individual working on behalf of YWF under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.
- 4). YWF understands that individuals involved in the programs on behalf of YWF must successfully

complete the Dallas County Juvenile Detention Center's volunteer training program.

- 5). YWF must ensure that staff involved in the programs, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.
- 6). YWF warrants that it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being provided for; that it is in compliance with all statutory and regulatory requirements for the operations of its business.
- 7). This MOU is expressly made subject to Dallas County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Remedies Code and all applicable State and federal laws. The Parties expressly agree that no provision of this MOU is in any way intended to constitute a waiver of any immunities from suit or from liability, or waiver of any tort limitation, that State or County has by operation of law, or otherwise. Nothing in this MOU is intended to benefit any third party beneficiary.
- 8). YWF, to the fullest extent allowed by law, agrees to indemnify and hold harmless DALLAS COUNTY, Dallas County Juvenile Board, Dallas County Juvenile Department, its assigns, officers, directors, employees, agents, representatives (referred collectively in this Section as "COUNTY"), against all claims, demands, actions, suits, losses, damages, liabilities, costs, and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorney's fees), incurred by or sought to be imposed upon County because of injury (including death), including but not limited to exposure to any infections, communicable or sexually transmitted disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission by YWF in performance of this Agreement and/or Program, except to the extent such liability, damage, fine or expense is the result of negligent acts or omissions of the County.
- 9). YWF understands that individuals working on behalf of YWF, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers) must be trained on Prison Rape Elimination Act.
- 10). YWF understands that individuals working on behalf of the YWF, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential.
- 11). It is the responsibility of YWF to make sure a comprehensive general liability and professional insurance with "personal injury" coverage, with minimum limits of \$1,000,000 for bodily injuries to or death of a person, and an aggregate of \$500,000 for any one (1) occurrence is in place for the programs at each DCJD facility. There is also an additional umbrella policy of \$2,000,000 for events related to the covered activity but not outlined in the policy.
- 12). Youth Village administration agrees to be responsible for obtaining all necessary waivers/parental consents to enroll each youth in YWF programs.

- 13). DCJD staff agree to be responsible for providing all security/supervision staff for the youth while they are participating in YWF programs activities.
- 14). YWF program equipment will be stored on campus in a secure location provided by the facility. YWF and their instructors must have access to this location.
- 15). DCJD staff will choose the youth to participate in each of the programs based on each individual residents need.
- 16). DCJD facility staff will work in cooperation with YWF to assure that programs listed in this MOU are scheduled in an efficient and timely manner.
- 17). DCJD staff will assure that youth participating in YWF programs arrive and depart on schedule and are prepared for class each day the program is scheduled to operate.
- 18). DCJD agrees to provide on campus locations to run these programs as listed and scheduled in this MOU.
- 19). It is the understanding of the Dallas County Juvenile Department and Youth With Faces this MOU will be in effect from the signing and continue forward for the full run of each program listed.
- 20). The term of this MOU shall be from March 1, 2018 to February 28, 2019. This MOU may be renewed under the same terms and conditions for three additional one-year terms upon written mutual agreement of both parties. Such renewals shall be at the discretion of the Dallas County Juvenile Department.
- 21). In providing services required by this MOU, the parties must observe and comply with all licenses, legal certifications, or inspections required for the services, or materials, and all applicable Federal, State, and local statutes, ordinances, rules, and regulations. This MOU shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas. All statutes and law stated herein shall be updated as amended.
- 22). If any provision of this MOU is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

TITLE VI OF THE CIVIL RIGHT ACT OF 1964

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

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors

(including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds). The Juvenile Department Title VI Assurances are attached to this MOU (Exhibit A).

CERTIFICATE OF INTERESTED PARTIES 1295

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

SOVEREIGN IMMUNITY

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the ____ day of _____, 2018.

DALLAS COUNTY JUVENILE DEPARTMENT:

SERVICE PROVIDER'S NAME:

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

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

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

BY: _____
Ms. Denika Caruthers
Legal Advisor, Dallas County Juvenile Department

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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

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

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

B. Nondiscrimination Authorities

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

Pertinent Nondiscrimination Authorities:

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

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

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

C. *Representations/Warranties*

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

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

D. *Title VI Complaints*

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

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

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

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

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

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

E Enforcement

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

Contractor's Full Name: Youth With Faces, Christopher Quadri



Signature, Authorized Representative of Contractor

2/12/18

Date

CEO

Title

JUVENILE BOARD ORDER

ORDER NO: 2018-xxx
DATE: February 26, 2018
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 February, 2018, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** founded in 2001, the Youth With Faces (YWF), formerly the Youth Village Resources of Dallas, has provided vocational programs for Youth Village, Medlock, and Letot RTC residents. YWF offers youth service and opportunities to learn and practice foundational character, work and life skills needed to be capable, contributing members of the community; and
- WHEREAS,** these programs will equip our youth for short and long-term success in the community by creating community and network resources to build a strong future and a path to success for each youth; and
- WHEREAS,** YWF programs have proven successful in developing pro-social behaviors and outcomes for youth who take advantage of the programs and help youth to overcome barriers to education, employment, and healthy living by providing hands on training, resources, and coaching that is flexible enough to address each individual’s needs; and
- WHEREAS,** YWF Culinary Arts program modules include two classes per week for a six-week period. YWF will operate this program four times each year at Youth Village, Medlock, and Letot RTC. The Culinary Arts operating at Letot RTC includes an additional 12 weeks of culinary arts training. The culinary arts training at Letot RTC follows a 3-phase curriculum designed specifically for the young women; and
- WHEREAS,** youth receive the Cooking Matters certification and are eligible for monthly paid internship events including Café Momentum shadow dinners, paid off-site catering and on-site catering on-the-job training events. All youth in the Culinary Arts program receive a ServSafe Food Handler certification; and

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

WHEREAS, Youth With Faces will deliver the Culinary Arts Program at no cost to the County, and

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

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

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

DONE IN OPEN BOARD MEETING this 26th day of February, 2018.

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

Recommended by:

Approved by:

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

Chairman
Dallas County Juvenile Board



ACTION ITEM

I.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: February 26, 2018
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Renewal of Contract Agreement with Johnson County Juvenile Department for Pre-Adjudication Beds at Dr. Jerome McNeil Juvenile Detention Center

Background of Issue:

In December 2016, Dallas County Juvenile Department was contacted by then Chief Probation Officer of Johnson County, Lisa Tomlinson, to inquire as to whether we would be interested in contracting pre-adjudication detention beds to her County. This resulted in both respective counties entering into a contract from March 1, 2017, through February 28, 2018.

Johnson County, which is southwest of Dallas County and borders Ellis County, does not have a Detention Center, and has been contracting with pre-adjudication facilities around the North Texas region to supervise youth from their county who are in need of secure detention. Current Chief Probation Officer of Johnson County, Cristy Malott, reported no issues with these facilities. However, they have requested to continue contracting with Dallas County for Pre-Adjudication detention beds because their existing contracts with other smaller facilities often result in no bed availability when needed. Dallas County currently contracts out pre-adjudication detention beds to Kaufman County, Ellis County, Hill County and Parker County respectively, and has also proposed to contract with other Texas counties for post-adjudication beds at the Letot Girls RTC and the Youth Village Youthful Sexual Offenders program as part of Texas Juvenile Justice Department's Regionalization Plan mandated by SB 1360 from the 84th legislative session. The Dr. Jerome McNeil Jr. Juvenile Detention Center is currently funded to hold 232 youth, and the average daily population of detained youth has been significantly below this capacity for the last several years. The Department believes that renewing the contract with Johnson County for a small number of pre-adjudication beds is advantageous to both counties, and endorses approval for entering into such a contract. Due to the small number of anticipated detention beds being needed by Johnson County, the impact on our detention center would be minimal and would not require additional staff or resources at this time. The Dallas County Juvenile Department has capped the total amount of beds to be contracted with all counties at sixteen (16); any additional beds will require administrative approval by the Dallas County Chief Juvenile Probation Officer.

The purpose of this brief is to seek approval of contract renewal with the Johnson County Juvenile Department for Pre-Adjudication Beds at Dr. Jerome McNeil Juvenile Detention Center. The renewal does not require the County Judge's signature as Dallas County's official representative; his signature is on the original February 2017 contract, which is currently in effect.

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

Impact on Operations and Maintenance:

The contract mandates that Johnson County would be responsible for all transportation to and from Johnson County (for things such as Court appearances). They are also responsible for all emergency or significant medical care for their youths outside of routine care that is provided by our Parkland medical staff in the detention facility. This component of the contract was sent to, and discussed with, Parkland, and they are in agreement with it. The inclusion of these youth in our school setting would not require additional educational staff, and would actually go toward our daily school enrollment, which could potentially increase our reimbursements from Texas Education

Agency and Region 10 Education Service Center. We are charging a per diem of \$140 per youth, which is above the regular state rate of \$110 per day. This is due to the additional quality of our programming components in the Detention Center, which we believe far exceeds what most Detention Centers can offer.

Strategic Plan Compliance:

This request conforms to the Dallas County Strategic Plan – Vision 3 Dallas County *is safe, secure, and prepared* by maximizing the effectiveness of Dallas County Criminal Justice Resources, while assisting surrounding counties with services for their youth

Legal Impact:

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

Financial Impact/Considerations:

Johnson County Juvenile Department will be responsible for the daily rate of \$140 per youth for every youth that is detained in the Dr. Jerome McNeil Jr. Juvenile Detention Center. This rate was established by our budget department based on our costs for Dallas County youth residing in the detention facility. This financial information has been reviewed and approved by Ms. Carmen Williams, Budget Manager. For the nearly 12 months of the initial contract (March 1, 2017, through February 28, 2018), Dallas County Juvenile Department has received \$9,660 in revenue from Johnson County for the detention of their youth in our facility. This revenue is utilized to offset placement costs. This includes eight contract detentions with an average daily detention population of 20.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department’s contract renewal with the Johnson County Juvenile Department to house that County’s youth who require secure pre-adjudication services in the Dr. Jerome McNeil Jr. Juvenile Detention Center from March 1, 2018, to February 28, 2019.

Recommended by:



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

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

STATE OF TEXAS
COUNTY OF DALLAS

§
§

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

March 1, 2017 to February 28, 2018

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

**ARTICLE I
WITNESSETH**

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

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

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

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

1.5 Now, therefore, the parties agree as follows:

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

conditions of the contract.

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

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

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

McNeil Jr. Juvenile Detention Center.

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

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

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

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

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

DEFAULT

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

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

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

ARTICLE II
OFFICIALS NOT TO BENEFIT

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

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

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

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

ARTICLE III
EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE IV
DUTY TO REPORT

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

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

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

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

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

5.3 As used within this Agreement:

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

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

ARTICLE V
PRISON RAPE ELIMINATION ACT

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

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

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

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

Dallas County shall assist fully with any and all audits.

ARTICLE VI
APPLICABLE LAW AND VENUE

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

ARTICLE VIII
SOVERIEGN IMMUNITY

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

ARTICLE IX
LEGAL CONSTRUCTION

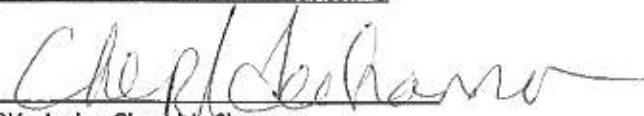
9.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as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

ARTICLE X
EXECUTION

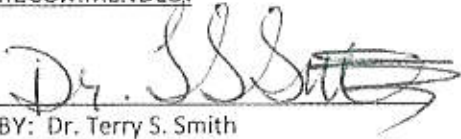
10.1 This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of Youth who have allegedly committed an act of delinquency or an act indicating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

This contract is in lieu of all previous contracts between Dallas County and CONTRACT County for these purposes, said previous contracts to terminate, become null and void, and be of no further force or effect on the date this contract becomes effective. Executed in duplicate this 29 day of February, 2017, to be effective March 1, 2017, each copy hereof shall be considered an original copy for all purposes.

DALLAS COUNTY JUVENILE BOARD:

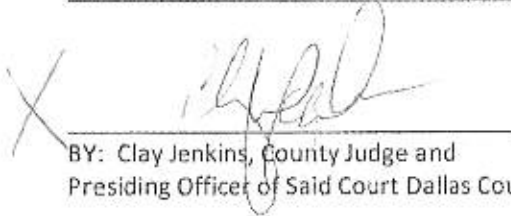

BY: Judge Cheryl L. Shannon
Chairman of the Dallas County Juvenile Board

RECOMMENDED:



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

COMMISSIONERS COURT OF DALLAS COUNTY, TEXAS:

X 

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

APPROVED AS TO FORM:

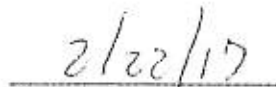


BY: Denika R. Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

APPROVED AS TO FORM AND CONTENT:



Robert Mayfield, Chairman Juvenile Board



Date

Roger Harmon, Johnson County Judge

Date

Attest:

Johnson County Clerk,
Becky Ivey or Deputy County Clerk

Date

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

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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

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

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

B. Nondiscrimination Authorities

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

Pertinent Nondiscrimination Authorities:

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

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

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

C. Representations/Warranties

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

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

D. Title VI Complaints

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

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

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

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

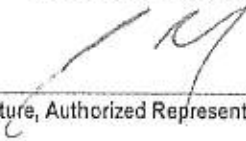
A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W.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

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

E. Enforcement

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

Contractor's Full Name: Johnson County Juvenile Services



Signature, Authorized Representative of Contractor

2/6/13

Date

Chairman, Juvenile Board

Title

JUVENILE BOARD ORDER

ORDER NO: 2018-XXX

DATE: February 26, 2018

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 February, 2018, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, the Johnson County Juvenile Department has requested to continue to contract with Dallas County for Pre-Adjudication detention beds because their existing contracts with other smaller facilities often result in no bed availability when needed; and

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

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

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

WHEREAS, the contract renewal with Johnson County would be in effect from March 1, 2018, to February 28, 2019, and would require a per diem to be paid to Dallas County in the amount of \$140 per youth for every youth detained in the Dr. Jerome McNeil Jr. Juvenile Detention Center; and

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

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

DONE IN OPEN BOARD MEETING this 26th day of February, 2018.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

J.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: February 26, 2018
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: 2018-2019 School Calendar for the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP)

Background of Issue:

The Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) is required to adopt an academic calendar each year which meets the requirements set by the Texas Education Agency (TEA). Those requirements include at least 180 days of instruction, grading periods with approximately an equal number of instructional days, identified staff training days, holidays, and two inclement weather days. The Juvenile Department seeks approval from the Juvenile Board for the 2018-2019 School Calendar for the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP).

Impact on Operations and Maintenance:

The 2018-2019 School Calendar for the Dallas County Juvenile Justice Alternative Education Program meets the TEA requirement for instructional days, as well as the number of days identified for staff training, holidays, and inclement weather make-up days. Teachers and aides are scheduled to work and are required to provide academic instruction for at least 180 days. After the approval of the calendar, a copy of the 2018-2019 School Calendar will be forwarded to Texas Juvenile Justice Department (TJJD), TEA and the Region 10 Education Service Center.

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:

There is no direct legal impact.

Financial Impact/Considerations:

There is no direct fiscal impact.

Performance Impact Measures:

Adopting an academic calendar each year meets the requirements set by the Texas Education Agency (TEA).

Project Schedule/Implementation:

The 2018-2019 School Calendar has classes scheduled to begin on August 13, 2018, and end on May 31, 2019.

Recommendation:

It is recommended the Dallas County Juvenile Board approves the 2018-2019 School Calendar for the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP).

Recommended by:



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



Calendar

August / Agosto 2018						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February / Febrero 2019						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

Key Calendar Dates

- Administrators Report August 1
- Teachers Report August 8
- School Starts August 13
- School ends May 31
- Teachers' last day June 3
- Administrators' last day June 24
- Student/Teacher Holidays

- * September 3 - Labor Day
- * November 20-23 - Thanksgiving
- * December 24 - January 4 - Winter Break
- * January 21 - Martin Luther King, Jr. Day
- * March 11 - 15 - Spring Break
- * May 27 - Memorial Day

Inclement Weather Days

- * April 19
- * April 22

Parent/Teacher Conference

- * October 8 - 12
- * March 18 - 22

Legend

- Student/Teacher Holidays
- Student Holidays/Staff Development
- Six Weeks Begins
- Six Weeks Ends
- Early Release/Professional Development
- Inclement Weather Day

Early Release Days (12:00 PM)

Sept. 21, Nov. 2, Feb 15, Apr 12

Breakdown of Days

- 184 Student Days
- 6 Professional Development/Prep Days
- 190 Total Teacher Work Days
- 20 Administrative Contractual Days
- 210 Total Administrator Days

1 st	Six Weeks	29
2 nd	Six Weeks	30
3 rd	Six Weeks	30
1 st	Semester	89
4 th	Six Weeks	28
5 th	Six Weeks	35
6 th	Six Weeks	32
2 nd	Semester	95

September / Septiembre 2018						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March / Marzo 2019						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October / Octubre 2018						
S	M	T	W	T	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April / Abril 2019						
S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

November / Noviembre 2018						
S	M	T	W	T	F	S
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May / Mayo 2019						
S	M	T	W	T	F	S
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

December / Diciembre 2018						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

June / Junio 2019						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

January / Enero 2019						
S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

July / Julio 2019						
S	M	T	W	T	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUVENILE BOARD ORDER

ORDER NO: 2018 - XXX
DATE: February 26, 2018
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 February 2018, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) is required to adopt an academic calendar each year which meets the requirements set by the Texas Education Agency (TEA). Those requirements include at least 180 days of instruction, grading periods with approximately an equal number of instructional days, identified staff training days, holidays, and two inclement weather days. The Juvenile Department seeks approval from the Juvenile Board for the 2018-2019 School Calendar for the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP); and

WHEREAS, the 2018-2019 School Calendar for the Dallas County Juvenile Justice Alternative Education Program meets the TEA requirement for instructional days, as well as the number of days identified for staff training, holidays, and inclement weather make-up days. Teachers and aides are scheduled to work and are required to provide academic instruction for at least 180 days. After the approval of the calendar, a copy of the 2018-2019 School Calendar will be forwarded to Texas Juvenile Justice Department (TJJD), TEA and the Region 10 Education Service Center; 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, there is no direct legal impact; and

WHEREAS, there is no direct fiscal impact; and

- WHEREAS,** adopting an academic calendar each year meets the requirements set by the Texas Education Agency (TEA); and
- WHEREAS,** the 2018-2019 School Calendar has classes scheduled to begin on August 13, 2018, and end on May 31, 2019; and
- WHEREAS,** it is recommended the Dallas County Juvenile Board approve the 2018-2019 School Calendar for the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP).

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the Dallas County Juvenile Justice Alternative Education 2018-2019 School Calendar.

DONE IN OPEN BOARD MEETING this 26th day of February, 2018.

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

K.



Academy for Academic Excellence Director's Report January 2018

On January 8, 2018, staff returned from the winter break and attended staff development at their individual campuses. Staff development included revisiting facilities rules and regulations, student data review from the first semester and methods and strategies to make youth more successful in class.

On January 9, 2018, students returned to class and started their first day of the second semester.

On January 16, we were notified of our December 2017 End of Course Results:

EOC	# Students Passed in Spring (1 st time Testers)	# Students Passed in December (Re-testers)	Total # Students Passing EOC
Algebra I	5	13	18
Biology	8	21	29
English I	3	22	25
English II	4	8	12

January kicked-off testing updates and trainings as required by the State.

On January 24, AAE submitted the FY17 PEIMS Financials to the Texas Education Agency.

On January 26, the FY17 Financial Audit was submitted to the Texas Education Agency after it was approved by the Charter School Board.

In the month of January, AAE assisted 33 families from the Food Bank and 31 families from the Clothing Closet.

**ACADEMY FOR ACADEMIC EXCELLENCE
CHARTER SCHOOL REPORT**

January 2018

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

Latest Campus Enrollment

Total Enrollment	304
SPED - Total Students	62
ESL - Total Students	50

Instruction at a Glance

Staff returned from the holiday break to staff development conducted by Region10 Education Service Center. In this training, staff received research-based strategies that focused on reading and writing. Our campus has made a commitment to "grow writers" by including writing strategies, tasks and assignments across all content areas. Teachers are implementing content based writing prompts and strategies to ensure that our students are not only prepared for STAAR/EOC assessments but also for life.

The English/Language Arts department began the persuasion unit by learning about different persuasive techniques. Students completed Frayer Models (vocabulary development tools) and played educational games to help them learn the techniques. Students also created advertisements of their own using the techniques learned.

DAY REPORTING CENTER - CAMPUS (002):

Latest Campus Enrollment

Total Enrollment	60
SPED - Total Students	12
ESL - Total Students	12

Instruction at a Glance

Reading / Language Arts:

Students practiced writing proficient essays. Students also practiced annotation strategies (comments or statements related to the key ideas in the essay).

Math:

Students worked on algorithms which are step by step methods to solve a problem. Students also worked on absolute value and the Pythagorean Theory (fundamental relationships in geometry among the three sides of a right triangle).

Science:

Students studied uniformitarianism which is the theory that changes in the earth's crust during geological history have resulted from the action of the continuous and uniformed processes.

Social Studies:

Students studied Manifest Destiny, the Gold Rush and the Civil War, and studied maps related to these events.

General Equivalency Diploma:

GED currently has 25 students enrolled. Three students have passed all of their tests and will secure their GED certificates.

Staff continues to implement strategies and techniques on "Motivating Students Who Don't Care".

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

Total Enrollment	116
Medlock Students	59
Youth Village Students	54
Youth Village Youth Offenders	03
SPED - Total Students	31
Medlock SPED	16
Medlock 504	00
Youth Village SPED	15
Youth Village 504	00
ESL – Total Students	32

Instruction at a Glance

During the month of January, Medlock Youth Village campus conducted several activities to celebrate Dr. King and his colleagues in the Civil Rights Movement, teaching students the importance of the contributions made by Rev. Dr. Martin Luther King, Jr. on the history and fabric of American society. Celebrating Dr. Martin Luther King, Jr. holiday, Medlock and Youth Village students assisted the staff in designing the bulletin board and decorating the halls.

In addition, Medlock and Youth Village English teachers designed a TEKS-based lesson where student analyzed poetry and essays on celebrating the legacy of Dr. Martin Luther King, Jr.

Medlock Youth Village Campus began its recognition of prominent African American leaders by holding various classroom activities in the History and Technology classes.

In addition, staff are planning activities to celebrate Black History Month at both facilities.

In an effort to stimulate pride on the campus, the staff honored several A/B honor roll students for the 3rd six weeks. As we continuously promote our collaborative spirit, Medlock and Youth Village content teams have been conducting cross-curriculum meetings to better plan lessons and create consistency throughout the content areas.

Credit Recovery Program

Medlock Youth Village credit recovery program is well underway. Medlock Youth Village staff are steadily finding ways to assist students in their positive transition back into their traditional educational setting. Currently, over fifty students are participating in the program. Numerous students have already earned credit. The campus data controller is carefully monitoring students personal graduation plans (PGPs) to assist students in identifying those credit deficiencies needed to recover. Some of our exiting students have transitioned to DRC to continue their credit recovery process.

STAAR Preparation

Medlock Youth Village received scores from the December STAAR test administration where a number of students from both the Medlock and Youth Village locations passed at least one of the required tests. A few students passed all three of the 9th Grade required tests, while others were extremely close and missed the passing standard by three or fewer questions. Teachers have been using STAAR release questions and TEKS based questions to develop pre and post six weeks tests serving as diagnostic tool and will continue as they prepare for the Spring Administration.

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

Total Enrollment	28
SPED Total Students	02
ESL Total Students	02

English:

Students were given writing prompts and wrote persuasive essays.

Career and Technology:

Students learned how and why spreadsheet software is used. Students learned about Careers, Computers, and Business Communications by completing their Odysseyware assignments.

Science:

Students described the differences in temperature and heat, explained the law of the conservation of energy and how energy moves.

Social Studies:

Students explained the relationship between Geography and History in Sub-Saharan Africa; Civil War in Texas; The War Years and Global Expansion.

Math:

Students worked on calculating surface area for several geometric shapes that included cylinders and prisms.

LETOT CAMPUS (005):**Latest Campus Enrollment**

Total Enrollment	26 shelter/13 RTC
SPED Total Students	0 shelter/4 RTC
ESL Total Students	2 shelter/2 RTC
504 Total Students	0 shelter/0 RTC

Instruction at a Glance

- Faculty meetings are content specific. Teachers present an active learning strategy and student end-products every other week. Teachers plan lessons together by content.
- End of Course (EOC) tutoring is held after school every Monday and Tuesday from 3-3:45 pm.
- Student-teacher data conferences are held with each student to customize an academic action plan based on test results after each 6-weeks post-test.
- Teachers use pre-and post-test data to make informed instructional decisions. Teachers work on identified skills in instruction.

Campus Life at a Glance**RTC**

- EOC/STAAR tutoring is every Monday and Tuesday from 3-3:45 pm in all content areas in preparation for the upcoming STAAR/EOCs.
- Stars of the Week receive gift cards and are celebrated for their consistent and continuous great behavior.
- A/B Honor Roll students were celebrated with a pizza party, courtesy of YSAB.

Shelter

- EOC/STAAR tutoring is every Tuesday and Wednesday from 3-3:45 pm in all content areas in preparation of the upcoming STAAR/EOCs.
- Stars of the Week receive gift cards and are celebrated for their consistent and continuous great behavior.
- A/B Honor Roll students were celebrated with a pizza party, courtesy of YSAB.

**ACADEMY FOR ACADEMIC EXCELLENCE
PROGRAM STATUS REPORT**

Active Enrollments					
Student Enrollment as of January 2018:			District Total Enrollment: 495		
District Average Attendance			468 (94.55%)		
District Special Education Student Population			146 (29.49%)		
CAMPUSES	JDC - 001	DRC - 002	MED. / YV - 003	SAU - 004	LETOT - 005
	Number	Number	Number	Number	Number
Enrollment	286	34	116	25	34
New Students	160	19	21	16	28
Withdrawals	149	14	17	14	28
Avg. Daily Attendance	284	18	115	18	33
Avg. Daily Enrollment	286	34	116	25	34
Attendance Average	99.30%	52.94%	99.14%	72.00%	97.06%

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	42	13.82%	17	26.98%	00	0.0%	05	19.23%	28	80.00%
Male	262	86.18%	46	73.02%	116	100%	21	80.77%	07	20.00%
GRADE	Number		Number		Number		Number		Number	
3	0		0		0		0		0	
4	0		0		0		0		0	
5	5		0		0		0		0	
6	8		1		1		0		0	
7	30		4		4		3		4	
8	52		16		18		4		4	
9	136		29		71		12		18	
10	54		10		19		7		5	
11	16		3		1		0		4	
12	3		0		2		0		0	
AGE	Number		Number		Number		Number		Number	
10	0		0		0		0		0	
11	2		0		0		0		0	
12	2		0		1		0		1	
13	9		0		2		1		3	
14	54		5		7		2		7	
15	77		12		30		7		8	
16	100		21		47		7		10	
17	57		24		29		9		6	
18+	3		1		0		0		0	
ETHNICITY	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
African American	136	44.73%	32	50.79%	56	48.28%	7	26.93%	11	31.42%
Caucasian	29	09.54%	0	00.00%	4	03.44%	2	07.69%	5	14.29%
Hispanic	137	45.07%	31	49.21%	56	48.28%	17	65.38%	19	54.29%
Native American	1	00.33%	0	00.00%	0	00.00%	0	00.00%	0	00.00%
Other/Asian	1	00.33%	0	00.00%	0	00.00%	0	00.00%	0	00.00%



ACTION ITEMS

VII.



ACTION ITEM

L.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: February 26, 2018
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: 2018-2019 School Calendar for the Academy for Academic Excellence

Background of Issue:

The Academy for Academic Excellence Charter School (AAE) is required to adopt an academic calendar each year which meets the requirements set by the Texas Education Agency (TEA). House Bill (HB) 2610, passed by the 84th Texas Legislature, amends the Texas Education Code (TEC) 25.081, by striking the language requiring at least 180 days of instruction and replacing this language with language requiring districts and charter schools to provide at least 75,600 minutes of instruction (including intermissions, recess, etc.). AAE's calendar indicates the number of instructional days, minutes (HB 2610), grading periods with approximately an equal number of instructional days, identified staff training days, holidays, and two inclement weather days. The Academy for Academic Excellence seeks approval from the Academy for Academic Excellence Charter School Board for the 2018-2019 School Calendar.

Impact on Operations and Maintenance:

The 2018-2019 School Calendar for the Academy for Academic Excellence Charter School meets the TEA requirement for instructional days and minutes, as well as the number of days identified for staff training, holidays, and inclement weather. Teachers and aides are scheduled to work and are required to provide academic instruction for at least 180 days and at least 75,600 minutes. AAE's calendar surpasses the minimum requirements set by the state on days and minutes. After the approval of the calendar, a copy of the 2018-2019 School Calendar will be forwarded to Texas Juvenile Justice Department (TJJD), Texas Education Agency (TEA) and the Region 10 Education Service Center.

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:

There is no direct legal impact.

Financial Impact/Considerations:

There is no direct fiscal impact.

Performance Impact Measures:

Adopt an academic calendar, which meets the required minutes, to improve student achievement.

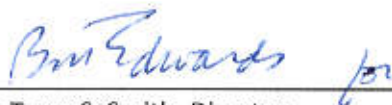
Project Schedule/Implementation:

The 2018-2019 School Calendar has classes scheduled to begin on August 13, 2018, and end on May 31, 2019.

Recommendation:

It is recommended that the Academy for Academic Excellence Charter School Board approve the 2018-2019 School Calendar for the Academy for Academic Excellence, as presented.

Recommended by:

A handwritten signature in blue ink that reads "Terry S. Smith" followed by a small flourish.

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

Academy for Academic Excellence

2018-2019 School Calendar



August / Agosto 2018

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February / Febrero 2019

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

Key Calendar Dates

- Administrators Report August 1
- Teachers Report August 8
- School Starts August 13
- School ends May 31
- Teachers' last day June 3
- Administrators' last day June 24
- Student/Teacher Holidays

- * September 3 - Labor Day
- * November 20-23 - Thanksgiving
- * December 24 - January 4 - Winter Break
- * January 21 - Martin Luther King, Jr. Day
- * March 11 - 15 - Spring Break
- * May 27 - Memorial Day

Inclement Weather Days

- * April 19
- * April 22

Parent/Teacher Conference

- * October 8 - 12
- * March 18 - 22

Legend

76,440 minutes

- Student/Teacher Holidays
- Student Holidays/Staff Development
- Six Weeks Begins
- Six Weeks Ends
- Early Release/Professional Development
- Inclement Weather Day

Early Release Days (12:00 PM)

Sept. 21, Nov. 2, Feb 15, Apr 12

Breakdown of Days

184 Student Days

6 Professional Development/Prep Days

190 Total Teacher Work Days

20 Administrative Contractual Days

210 Total Administrator Days

1 st	Six Weeks	29 Days
2 nd	Six Weeks	30 Days
3 rd	Six Weeks	30 Days
1 st	Semester	89 Days
4 th	Six Weeks	28 Days
5 th	Six Weeks	35 Days
6 th	Six Weeks	32 Days
2 nd	Semester	95 Days

September / Septiembre 2018

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March / Marzo 2019

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October / Octubre 2018

S	M	T	W	T	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April / Abril 2019

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

November / Noviembre 2018

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May / Mayo 2019

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

December / Diciembre 2018

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

June / Junio 2019

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

January / Enero 2019

S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

July / Julio 2019

S	M	T	W	T	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2018 - XXX

DATE: February 26, 2018

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 26th day of February 2018, 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 Charter School (AAE) is required to adopt an academic calendar each year which meets the requirements set by the Texas Education Agency (TEA). House Bill (HB) 2610, passed by the 84th Texas Legislature, amends the Texas Education Code (TEC) 25.081, by striking the language requiring at least 180 days of instruction and replacing this language with language requiring districts and charter schools to provide at least 75,600 minutes of instruction (including intermissions, recess, etc.). AAE's calendar indicates the number of instructional days, minutes (HB 2610), grading periods with approximately an equal number of instructional days, identified staff training days, holidays, and two inclement weather days. The Academy for Academic Excellence seeks approval from the Academy for Academic Excellence Charter School Board for the 2018-2019 School Calendar; and

WHEREAS, the 2018-2019 School Calendar for the Academy for Academic Excellence Charter School meets the TEA requirement for instructional days and minutes, as well as the number of days identified for staff training, holidays, and inclement weather. Teachers and aides are scheduled to work and are required to provide academic instruction for at least 180 days and at least 75,600 minutes. AAE's calendar surpasses the minimum requirements set by the state on days and minutes. After the approval of the calendar, a copy of the 2018-2019 School Calendar will be forwarded to Texas Juvenile Justice Department (TJJD), Texas Education Agency (TEA) and the Region 10 Education Service Center; 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, there is no direct legal impact; and

WHEREAS, there is no direct fiscal impact; and

WHEREAS, adopt an academic calendar, which meets the required minutes, to improve student achievement; and

WHEREAS, the 2018-2019 School Calendar has classes scheduled to begin on August 13, 2018, and end on May 31, 2019; and

WHEREAS, it is recommended that the Academy for Academic Excellence Charter School Board approve the 2018-2019 School Calendar for the Academy for Academic Excellence, as presented.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approves the 2018-2019 School Calendar for the Academy for Academic Excellence.

DONE IN OPEN BOARD MEETING this 26th day of February, 2018.

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.**