



DALLAS COUNTY JUVENILE BOARD


Agenda

Friday, November 30, 2018 - 12:00 p.m.

Youth Village 1576 E. Langdon Rd. Dallas, Texas 75241

FILED

2018 NOV 27 PM 3:24

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY  DEPUTY

REVISED

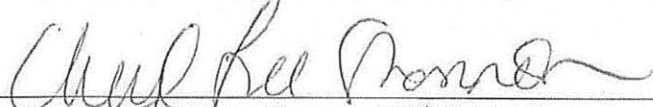
- I. Call to Order
- II. Approval of Minutes
October 22, 2018
- III. Tour of Youth Village
- IV. Public Comment (Limited to 3 minutes per individual or organization)*
- V. Discussion Items-Juvenile Department
 - A. Director's Report
 - B. Juvenile Justice Alternative Education Program (JJAEP) Update
- VI. Action Items - Juvenile Department
 - C. Annual Juvenile Board Certification of Youth Village
 - D. 2018-2019 Youth Village Policy and Procedures Manual
 - E. Interlocal Agreement to Provide Dental Services between Texas A&M University Health Science Center (TAMHSC) on behalf of Baylor College of Dentistry and Dallas County Juvenile Board on behalf of Dallas County Juvenile Department
 - F. Memorandum of Understanding between POETIC and Dallas County Juvenile Department
 - G. Ratification of Techshare.Juvenile and Juvenile Case Management System-Basic: 2019 Resource Sharing Addendum - Tentative
 - H. Juvenile Processing Offices –Dallas Independent School District Police Department, Duncanville Independent School District Police Department, and Grand Prairie Police Department)
 - I. Release a Request for Proposals (RFP) for new FY2019 Residential Services Contract
 - J. Memorandum of Understanding Renewal between Gulf Coast Trades Center, Workforce Development Grant and Dallas County Juvenile Department
 - K. Interlocal Agreement with La Academia de Estrellas Charter School and JJAEP
 - L. December Juvenile Board Meeting and Location (if deemed necessary)
 - M. Juvenile Board 2019 Meeting Schedule and Calendar
 - N. Any subsequent action deemed necessary as a result of IX – Personnel: Deliberate Employee #55649 Duties of Appointment
- VII. Discussion Items - Charter School
 - O. Academy for Academic Excellence (AAE) Charter School Update
- VIII. Action Items - Charter School
 - P. Memorandum of Understanding with AAE and Bill J Priest
- IX. Executive Session - Juvenile Department

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

Subjects:

Litigation	Security	Personnel: Deliberate Employee #55649 Duties of Appointment	Contracts
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Notes: *Individuals Wishing to Speak During the Public Comment Period Must Register With the Director's Executive Coordinator, Ms. Claudia Avila at (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: October 22, 2018

DALLAS COUNTY TIME: 5:00 p.m.

JUVENILE BOARD

PLACE: Letot Center
10503 Denton Dr.
Dallas, Texas 75220

MEMBERS PRESENT: Judge Cheryl Lee Shannon, Chairman
Commissioner John Wiley Price, Vice-Chairman
Judge Clay Jenkins
Dr. Connie Wilson
Judge Andrea Martin
Judge Craig Smith
Judge Andrea Plumlee
Judge Amber Givens-Davis

MEMBERS ABSENT: Judge Ken Molberg

I. **Call to Order**

The Dallas County Juvenile Board meeting was held at the Letot Center, 10503 Denton Road, Dallas, Texas 75220, at 5:00 pm. Judge Cheryl Lee Shannon, called the Juvenile Board Meeting to order at 5:00 p.m. noting there were enough members present for a quorum

- Judge Shannon stated for the record that the Board would be touring the Letot Center and that Dr. Connie Wilson would be exempt from touring.

II. **Tour of Facilities**

- Judge Shannon called the meeting back to order at 5:09pm, noting that Dr. Wilson would abstain from voting on Item D.

III. **Approval of Minutes**

Judge Shannon entertained a motion to approve the September 24, 2018, meeting minutes.

- Commissioner Price addressed the Board requesting that the minutes from the previous meeting be re-evaluated in regards to the voting. He stated that he thought that he voted in the negative on **Item N: Approval of MOU between Dallas County Juvenile Department and Big Thought for Evening Reporting Center.**
- After reviewing to the recording of the meeting, it was determined that the motion passed unanimously with the caveat that the team at Big Thought would provide the Department and the Board with last year's youths exit interviews and the data from the Social and Emotional Skills results collected from the Pearson Assessments.
- Judge Clay Jenkins moved and Judge Andrea Martin seconded to approve the minutes from the previous meeting. The motion passed unanimously.

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

The Chairman noted there was no one present for public comments.

- Judge Shannon welcomed Mr. Darryl Beatty, the new Executive Director of the Juvenile Department on behalf of the Board.

V. **Discussion Items – Juvenile Department**

A. Director's Report

Mr. Beatty began by acknowledging the Employee Appreciation Luncheon held on September 28, 2018. He mentioned the Departments farewell to Mr. Griffiths and thanked the Employee Appreciation Committee for a job well done. Mr. Beatty acknowledged Mr. Kedrick Smith, Probation Officer in the Court Assessment Unit, as the Employee of the month for September. He mentioned the renovations taking place at Youth Village and Lyle B. Medlock Residential Treatment Center. Mr. Beatty also mentioned that Ms. Alice Johnson, who was granted clemency on June 7, 2018, spoke to the girls in the Residential Drug Treatment (RDT) program at Letot Residential Treatment Center. He thanked Mr. Mark Thomas, Substance Abuse Unit Supervisor for orchestrating the program. Mr. Beatty spoke about the Hispanic Committee Luncheon that took place on October 12, 2018. He mentioned the featured speaker who goes by the name "Bones the Artist", a former resident in the Detention Center. He also highlighted parts of the speech, were Bones stated, "The community programs were vital to his success." Lastly, he informed the Board that construction of the fence at Letot should be completed in two weeks.

- Commissioner Price inquired about fencing along the back area of the building that leads to the street. He stated that area provides easy access to the street and should be secured.
- Dr. Connie Wilson asked if all the incoming clients were tested for HIV and other sexually transmitted diseases. Mr. Ervin Taylor, Deputy Director of Institutional Services, stated it was a voluntary option.

B. JJAEP Update

Mr. Beatty stated that as of October 1, 2018, there are 62 students enrolled. He stated the high-referrals were felony drugs and weapons. He also mentioned that he had an opportunity to tour the JJAEP facility and he complimented the staff for a job well done.

- Judge Shannon asked Mrs. Karen Ramos, Deputy Director of Education, for the typical number of enrollment. Mrs. Ramos replied the current number is comparable to last year's number, however, the number of enrollment at the beginning of this school year was lower. She added the average is about 2-3 students a week but that the budget is set to accommodate 75 students.
- Commissioner Price asked for an overview for Garland ISD and the high rate of referrals. Ms. Ramos explained that Garland has the highest rate of mandatory referrals (14), than any of the other districts. She stated they are comprised of felony drugs and weapon violations. She concluded, by saying Garland ISD does not have any discretionary referrals. Judge Shannon asked for clarity as to the number of mandatory referrals, she wanted to know if the number represented people or the offense description. Commissioner Price confirmed that 14 represented the number of people.

C. TJJD Notifications concerning move of Girls RDT Program to Letot Residential Treatment Center

Mr. Beatty informed the Board that the Girls RDT Program would be moving from the Detention Center to Letot RTC. He stated that the move is scheduled for November and that a specific date has not been determined, but that it would be after the beginning of the second six-week period. He also stated that it has not been determined if it would consist of one move or two.

VI. Action Items – Juvenile Department**D. Certification of the Letot Center**

Commissioner Price stated that after touring the facility in regards to the certification of the Letot Center, in accordance to Section 51.126 of the Texas Family Code the Letot Center is suitable for the confinement of youth.

- Commissioner Price moved and Judge Andrea Plumlee seconded to approve the certification of the Letot Center as suitable for the confinement of youth in accordance with Section 51.26 of the Texas Family Code.
- The record will reflect that Dr. Wilson abstained from voting, as she was not present for the tour. The motion passed.

E. 2018 Annual Review of the Letot Center Policies and Procedures Manual

Mr. Beatty respectfully requested that the Dallas County Juvenile Board approve the 2018 Policies and Procedures Manual for the Letot Center. Additionally, he requested that the Juvenile Board also authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed.

- Commissioner Price asked Mrs. Denika Caruthers, Legal Advisor to the Juvenile Department, if she had in fact reviewed and signed off on the P & P as to form. She replied in the affirmative.
- Commissioner Price moved and Judge Plumlee seconded to approve the 2018 Letot Policies and Procedures Manual. The motion passed unanimously.

F. Approval of Agreement with Behavioral Tech for Dialectical Behavior Therapy at the Letot Residential Treatment Center

Mr. Beatty asked the Board to approve the contract agreement for DBT training facilitated by Behavioral Tech, LLC (BTECH) at the Letot Residential Treatment Center. He stated the anticipated DBT training would allow Letot RTC frontline staff to obtain more in-depth hands-on training on dealing with high-risk residents who have experienced complex forms of trauma. The Department has coordinated two 2-day back-to-back DBT Skills and Strategies training events for Letot RTC frontline staff.

- Dr. Wilson asked if the training was mandatory. Mr. Beatty stated from the State's standpoint it is voluntary, but the Department feels that it is the best practice for the staff to have the same information as the counselors when a new treatment modality is implemented. Commissioner Price inquired about the cost of the training. Mr. Beatty explained that the cost of each session is \$13,000; the training is broken into two sessions for a total of \$26,000.
- Judge Ken Smith moved and Judge Clay Jenkins seconded the Approval for DBT training facilitated by Behavioral Tech, LLC (BTECH) at the Letot Residential Treatment Center. The motion passed unanimously.

G. Request to Amend the FY2019 Non-Residential Service Contracts.

Mr. Beatty stated a review of the existing non-residential services contracts revealed the absence of contract language requiring the contractor to use Generally Accepted Accounting Principles (GAAP) and language that requires the separate accountability for receipt and expenditure of state funds. The Juvenile Department recommends that the Dallas County Juvenile Board approve the request to amend the existing non-residential services contracts to include language required by the Texas Juvenile Justice Department and to clarify contract language regarding reimbursement and service delivery documentation. He also requested that the Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

- Commissioner Price asked Mrs. Caruthers if the amendment had been reviewed by the auditor's office. She replied that the original contract and RFP went through the original approval process therefore the amendment did not need approval by the Auditor or Purchasing departments.
- Commissioner Price moved and Dr. Wilson seconded to approve the request to amend the FY2019 Non-Residential Service Contracts. The motion passed unanimously.

H. Approval of the Reimbursement Rate Structures for FY2019 Residential Services Contracts

Mr. Beatty requested that the Dallas County Juvenile Board approve the FY2019 reimbursement rate structure for the Juvenile Department's residential services contracts. Additionally, he recommended that the effective date of the current FY2019 reimbursement rate structure be retroactive to October 1, 2018. He informed the Board that the old rate is \$162.00 per day, and the new rate according to Health and Human Services (HHS) standards has increased to \$197.00 per day. In order to comply with HHS the Department is asking for an increase. He also informed the Board that the RFP No. 2017-018-6642 included language that requires the rate structure for contracts issued under that RFP be consistent with the current rates established by the Texas Health and Human Services Commission (HHSC). According to the residential services contract, rate adjustments can only be implemented during the contract renewal process, rather than during the contract term. During the contract renewal process for FY2019, twelve (12) of the fourteen (14) existing service providers requested a rate adjustment (increase) for FY2019. Most of the contractors requested the current rates established by the HHSC, which went into effect on September 1, 2017. In an effort to minimize the anticipated financial impact of the rate structure adjustments on the Juvenile Department's FY2019 budget, Contract Services negotiated January 1, 2019, as the effective date for the new rate structure, rather than October 1, 2018, as requested by the contractors.

- Judge Smith asked who signed off on the increase amount. Ms. Carmen Williams, Budget Manager for the Department, responded that she checks and signs off on the financials and gives recommendations to the Executive team. Mr. Beatty assured the Board that the rates are appropriate and consistent with the State requirements. Commissioner Price asked if there was an appropriation included in this year's budget for this increase. He also wanted to know what the Department deemed the increase to be. Ms. Williams explained the purpose of the increase and the new effective date was based on the fact that the legislative session is about to go into effect and based on the reaction of the State about the appropriation the best practice was to push the effective date back to January. Commissioner Price then asked what the appropriation impact is on the budget. Ms. Williams replied a surplus of \$244,000.00, but that could change. Dr. Wilson asked if the \$197.00 for moderate, specialized or intensive care. Mr. Beatty replied "specialized".
- Judge Smith moved and Judge Martin seconded to approve the Reimbursement rate structure for FY2019 Residential Service Contracts. The motion passed unanimously.

I. Approval of the Reimbursement Rate Structure FY209 Non-Residential Services Contracts

Mr. Beatty explained the rate chart included in the packet and respectfully requested that the Board approve the FY2019 reimbursement rate structure for the Juvenile Department's non-residential services contracts. He recommended that the effective date of the FY2019 reimbursement rate structure be retroactive to October 1, 2018.

- Commissioner Price moved and Judge Plumlee seconded to approve the Reimbursement Rate Structure for FY2019 Non-Residential Services Contracts. The motion passed unanimously.

J. Approval of Professional Services Contract for Residential Treatment: Positive Steps with Dallas County Juvenile Department

Mr. Beatty explained the Juvenile Department currently has one female juvenile requiring residential sex offender treatment. The Department's Placement Services unit explored all options for possible placement with existing contract residential services providers. However, none of the existing providers offers sex offender treatment for females. He stated this request seeks the Juvenile Board's approval to execute a professional services contract with Positive Steps, Inc., for the provision of residential sex offender treatment for the female juvenile who requires this type of treatment. Additionally, he requested that the Juvenile Board authorize the Chairman of the Juvenile Board to sign the contract documents on behalf of the Juvenile Board.

- Judge Amber Givens-Davis arrived at 5:37 pm.
- Ms. Caruthers informed the Board the Purchasing Department was aware of the agreement and gave approval to move forward. Commissioner Price stated that he has some trepidation with the Department's decision, but understood the need.
- Judge Smith moved and Judge Martin seconded to approve the Professional Services Contract for Residential Treatment between Positive Steps and the Dallas County Juvenile Department. Commissioner Price abstained. The motion passed.

K. Ratification of Amendment to Contract with Dallas Children's Advocacy Center

Mr. Beatty gave a snapshot of the original contract agreement. He stated during the initial two-year award, not all funding was expended due to the programming starting in October 2017. As a result, the Dallas County Juvenile Department requested a No-Cost Extension of the grant award to allow an opportunity for the unexpended funds to be utilized. On August 13, 2018, the Dallas County Juvenile Department was approved an extension. The remaining funds from the original award of \$300,000 total \$98,297.98. The no-cost extension funding period begins October 1, 2018, to September 30, 2019, and will fund one contracted Problematic Sexual Behavior Coordinator's salary, totaling \$60,682.35. The remaining funds, \$37,615.63, will go towards the Department's current position #5619. Ms. Carmen Williams, Budget Manager, reviewed and approved the funding source by. Mr. Beatty respectfully asked the Board to approve the Ratification of Amendment to Contract with Dallas Children's Advocacy Center.

- Commissioner Price wanted to know what took place to generate the large amount of left over funding and how did the program start late. Mrs. Leslie Gipson, Deputy Director of Administrative Services, explained that the original start date was October 2016, but DCAC was still trying to hire a Coordinator to work alongside our Clinical staff. Dr. John Pita, Chief Psychologist for the Juvenile Department stated that his Division started on time; however, DCAC had a difficult time with staffing.

- There was a lot of discussion as to why the program started late. Judge Shannon entertained a motion on Item K.
- Judge Jenkins moved and Commissioner Price seconded to approve the Ratification of Amendment to Contract with Dallas Children's Advocacy Center for the Dallas County Youth With Sexual Behavior Problems Program. The motion passed unanimously.

L. Approval of Amendment to Contract With Succeeding at Work

Mr. Beatty stated the purpose of this request is to seek approval of Amendment #1 to the Memorandum of Understanding between Dallas County Juvenile Department and Succeeding at Work regarding insurance coverage. He added that every contractor is responsible for ensuring that it has and maintains insurance policies with the limits specified being the minimum. The contractor must provide proof of insurance coverage to Dallas County. Ms. Denika Caruthers, Administrative Legal Advisor, approved the memorandum of Understanding amendment as to form.

- Commissioner Price moved and Judge Plumlee seconded to approve the Amendment to Contract with Succeeding at Work. The motion passed unanimously.

M. Approval of JDAI Spending Plan

Mr. Beatty asked the Board to approve the JDAI spending plane through September 30, 2019. He informed the Board that funds would be used to compensate the JDAI Coordinator (\$1,000 per month for 12 months), provide training support for Dallas County staff (\$500 for materials and \$500 for food), and allow for travel to JDAI site visits plus the JDAI National Conference.

- Commissioner Price moved and Judge Plumlee seconded to approve the JDAI spending plan. The motion passed unanimously.

N. Approval of Education Experience Affiliation Agreement Between Walden University, LLC and Dallas County Juvenile Department

- Judge Shannon notified the Board that this Item was pulled from the agenda.
- Commissioner Price moved and Judge Plumlee seconded to recess as the DCJB. The motion passed unanimously.
- Commissioner Price moved and Judge Plumlee seconded to convene as the Academy for Academic Excellence Board. The motion passed unanimously.

VII. **Discussion Items – Charter School**

O. Charter School Update

Mr. Beatty informed the Board that there are currently 296 students enrolled throughout all the campuses. He stated the second 6-weeks will begin the first week of November. He added that one student completed the GED program and would begin a welding program at the Bill J. Priest Institute. Mr. Beatty mentioned the Hispanic Committee gave out five scholarships of which three came from AAE.

- There were no comments for this Item.

VIII. **Action Items – Charter School**

P. Renewal of Annual School Board Liability Insurance for the Academy for Academic Excellence

Mr. Beatty requested that the Dallas County AAE Board approve the Academy for Academic Excellence Charter School Board request for the renewal of the annual school board liability coverage as invoiced in the amount of \$19,974 to be paid from state-aid (7500).

- Judge Jenkins moved and Commissioner Price seconded to approve the Annual School Board Liability Insurance for the Academy for Academic Excellence. The motion passed unanimously.
- Commissioner Price moved and Judge Plumlee seconded to recess as the AAE Board. The motion passed unanimously.
- Commissioner Price moved and Judge Plumlee moved to reconvene as the DCJB. The motion passed unanimously.

IX. **Executive Session – Juvenile Department**

Judge Shannon stated there were no matters for the Executive Session for purposes permitted by Chapter 551, Open Meetings. Texas Government Code, Section 551.071 through Section 551.076. Subjects **Litigation, Personnel, Security, Contract.**

- Judge Jenkins moved and Commissioner Price seconded to adjourn as the Dallas County Juvenile Board. The motion passed unanimously.
- Meeting adjourned at 5:48 pm.



TOUR OF FACILITY

III.



**PUBLIC
COMMENTS
IV**



DISCUSSION

ITEMS

V.



DISCUSSION

ITEM

A.

**DALLAS COUNTY JUVENILE DEPARTMENT
DIRECTOR'S REPORT
OCTOBER 2018**

The Juvenile Department recognized the outstanding Employee of the Month for October: Ms. Samantha Lee (District 7).

PROBATION SERVICES DIVISION

The Juvenile Department hosted the North Texas Violent Gang Task Force (NTVGTF) network monthly meeting on October 25th. A total of 65 city, state and federal law enforcement gang officers from across the state attended the training. We would like to thank Teri Gabourie for coordinating this meeting and also for serving as the Department's Gang Liaison.

Community Service Restitution (CSR) Update:

Throughout the month, two hundred and one (201) youth completed eight hundred and eighty-four (884) Court-Ordered CSR hours at various approved CSR sites in Dallas County. The CSR Coordinator facilitated supervised community service restitution projects at the Chocolate Mint Foundation, Hunger Buster, and Love in Motion, which resulted in the completion of one hundred and ninety-five (195) CSR hours by thirty-nine (39) youth during these events.

PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION

Psychology staff referred **124** youth for psychiatric services during the month. A total of **124** psychiatric consultations were performed with **79** of those being follow-ups. Of the **45** initial psychiatric consultations performed: **20** resulted in no medication being prescribed, **0** had already been prescribed psychotropic medications and continued those, **0** youth were already prescribed psychotropic medication and the medication was discontinued, **25** were started on medication, and **0** youth refused evaluation.

INSTITUTIONAL SERVICES DIVISION

DETENTION CENTER

Program News and Updates:

No special events or stories to share for October, however, we are preparing for the November Bill Glass Behind the Walls weekend and the 8th Annual Thanksgiving Meal of HOPE, set for November 14th and 15th, sponsored by ALERT Ministries.

Volunteer Programs and Residents Activity:

Total Volunteer/Hours October: Volunteers: 65, Total Hours: 166

DETENTION			
DETENTION	SEP	OCT	YTD
Admissions	239	279	2328
Releases	203	281	2292
ADP	192	213	188
Detention Hearings	458	598	4940
TJJD/Placement Trips	11	9	90
Local trips	50	65	714
Youth transported	62	66	624
STARS	SEP	OCT	YTD
Admissions	1	6	36
Releases	7	1	32
Successful	6	1	28
Unsuccessful	1	0	4
Administrative	0	0	0
ADP	32	35	36

MARZELLE C. HILL TRANSITION CENTER

Program and Residents Activities: With an emphasis on being a positive role model, the JSOs and supervisors were challenged to conduct groups that focused decision making, and making healthier lifestyle choice with male residents. The response from the residents and staff has been overwhelmingly positive and these focus groups will continue.

HILL CENTER			
	SEP	OCT	YTD
Admissions	27	20	335
ADP	34	22	35
Releases	26	41	361
Total Youth Served	57	51	371

Program Updates: Brushworks, an Art Project, focused on The Good Samaritan, and You Are Special painting, and built their groups around those themes. The dorm of the month for October was Dorm #4 and we celebrated with a pizza party. Residents also enjoyed a Halloween party sponsored by the staff of the Hill Center.

Volunteer Services: 6 groups consisting of 20 individuals provided a total of 35 hours of service.

MEDLOCK CENTER

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

MEDLOCK CENTER			
RTC	SEP	OCT	YTD
Admissions	8	7	117
Released	18	20	118
Successful	13	20	104
Unsuccessful	5	0	11
Administrative	0	0	3
ADP	58	48	57
Total Youth Served	71	60	158
START	SEP	OCT	YTD
Admissions	0	0	0
Releases	0	0	19
Successful	0	0	19
Unsuccessful	0	0	0
Administrative	0	0	0
ADP	0	0	4
Total Youth Served	0	0	19

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

Recreational Activities: Residents participated in large-muscle activities consisting of push-ups, sit-ups and outside recreation.

Social Skills: Residents participated in anger management, problem solving, moral decision-making, positive peer interaction, teamwork, and leadership through groups, team-building exercises, sports, self-esteem building and assignments. The residents learn the skills and practice application when they lead the group of peers.

Volunteer Groups:

Fifteen (15) volunteers provided a total of 56 volunteer hours.

- **Potters House:** Chapel service, Bible study and religious activities with voluntary participation.
- **Life Quest Essentials:** Chapel services, Bible study and religious activities with voluntary participation.
- **Pleasant Valley Baptist Church:** Chapel services, Bible study and religious activities with voluntary participation.
- **Let's Get It Fitness:** Various exercise activities.
- **One Heart Program:** Mentored four (4) residents this month.
- **Art Therapy:** Painting and other art activities. Residents also participated in the "Wall of Fame" painting located in the multipurpose room.
- **Big Thought Program:** A Poetry artist is mentoring residents from 1PM - 5PM on Sundays.

New Initiatives:

- October 10, 2018: Education Department held a Parent/Teacher Conference.
- October 11, 2018: Flu Shots were given to staff at the Youth Village Cafeteria.
- October 11, 2018: The Education Department provided a pizza party for 20 of our students that made A/B Honor Roll.
- October 12, 2018: We had guest speakers Ofelia Faz-Garcia from The Meet Shop and Alma Rangel from Down to Earth for the Hispanic Heritage Month.

- October 19, 2018: Mr. Allen Wallace, Ombudsman, came out for an unannounced quarterly visit.
- October 24, 2018: Staff wore Orange in support of Anti-Bullying Month.
- October 26, 2018: Staff wore Pink in support of Breast Cancer Awareness Month.
- October 31, 2018: Residents were given cookies for Halloween.
- October 31, 2018: The staff wore Purple in support of Domestic Violence.

Medical: In October, the Parkland Nurse Practitioner saw a total of 36 residents for sick call. There were a total of 10 transports by Medlock Staff, as follows:

- Sick call: 36 residents were seen on-site by the Parkland Physician Assistant.
- JDC Dental: Three (3) transports completed with a total of 12 residents seen.
- JDC Psych: Two (2) transports completed with a total of 3 residents seen.
- Parkland hospital: Two (2) transports completed for a total of 2 resident seen.
- Emergencies: One (1) residents was transported to get emergency medical care for chest pains. The youth was released same day with no restrictions.

Training:

- Medlock AM/PM Shifts completed PREA Training. The staff needed hours for Texas Juvenile Justice Department (TJJD) re-certification, webinars, and cross-trainings.
- October 25, 2018: Mr. Ayodeji Omoniyi provided training to the supervisors (TAC 358).

YOUTH VILLAGE

Drug Education: Classes are facilitated by the 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 as a coping skill for everyday living. Groups rotate weekly.

Social Skills/Thinking Errors: Residents' incentive plans and behaviors are addressed with social skills 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. Groups rotate weekly.

Anger Management: Classes are facilitated by Youth Village Psychology staff. Residents actively participate by addressing issues that may have been motivated by anger. Residents are given different methods and tools regarding managing and controlling anger. Groups rotate weekly.

Gang Intervention: Youth are educated in prevention, intervention, and suppression strategies to increase the probability of success in any community. Prevention strategies target the risk of gang involvement and help reduce the number of youth who might consider joining or continued membership in gangs. Class is facilitated by psychology staff.

Family Training: Assists and provides parents with tools to manage their child's behavior with strategies and techniques that are specifically suited to meeting families' needs. Youth are joined by parents to discuss issues and ways to resolve past issues.

New initiatives:

Volunteer Groups:

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

YOUTH VILLAGE			
TOTAL	SEP	OCT	YTD
Admissions	7	12	93
Released	6	9	103
Successful	5	9	72
Unsuccessful	1	0	26
Administrative	0	0	5
ADP	39	40	42
Total Youth Served	45	51	145
YOUTHFUL OFFENDERS	SEP	OCT	YTD
Admissions	0	0	0
Releases	0	0	4
Successful	0	0	3
Unsuccessful	0	0	1
Administrative	0	0	0
ADP	0	0	2
Total Youth Served	0	0	4

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.

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

Let's Get It Fitness: Fitness instructors Demetrius Glenn and Dhaki Bey discuss fitness and nutrition strategies in a group setting. They instruct the youth on healthy living habits and how to set fitness goals for life long success.

Enrichment Programs:

Culinary Arts Program: Students have hands-on training with professional chefs, learning to develop and prepare six complete meals, resulting in a certification that can be used on job applications and resumes. Course is instructed by Charles Plummer with Youth With Faces.

PREP Program: PREP stands for Patience, Responsibility, Empathy and Partnership – the principles at the core of this structured curriculum designed to benefit both teen and dog. Youth are assigned a shelter dog to train, increasing the animal's adoption potential and teaching the residents valuable life lessons. Course is instructed by Jane Davidson with Eureka Paws.

Career Readiness: Youth gain skills to enhance their employability by learning job skills, resume writing skills, and job searching skills. Youth are also given a financial literacy course that emphasizes budgeting, using bank accounts, credit cards, and loans. This course is instructed by Jason Speeded with Youth With Faces Organization.

Field Trips and Campus Events:

Top Ten: Each Friday ten (10) residents are recognized for outstanding behavior, participation in groups and maintaining high point sheets. The residents are rewarded with snacks and time in game room.

Weekly: A Resident of the Week is recognized for their exemplary behavior, school and program participation and overall improvement in targeting treatment goals.

October 12, 2018: Children on the Mend, Inc., donated Dallas Mavericks tickets. Four high level residents who demonstrated exemplary behavior and completed all required components of individualized program earned a trip to the game.

October 18, 2018: Four residents participated in an activity at the Texas State Fair. Residents toured the African Museum (Monticello Exhibit). The Legacy of Slavery exhibit uses Jefferson's Monticello to explore the dilemma of slavery and the lives of enslaved families and their descendants. After completing the tour, residents enjoyed time at the Fair Grounds.

October 22, 2018: Children on the Mend, Inc., donated Dallas Mavericks tickets. Six high level residents who demonstrated exemplary behavior and completed all required components of individualized program earned a trip to the game.

Medical:

- Sick call: 45 residents were seen on-site by the Parkland Physician Assistant.
- JDC Dental: Three (3) transports completed with a total of 12 residents seen.
- JDC Psych: Five (5) residents were seen by the Psychology Department.

LETOT CENTER

Community Initiatives: Non-Residential Services received 26 referrals to be addressed through the Letot Crisis Intervention and Aftercare Services Program.

Residential: Health Screens – 49 Call Backs – 49 Doctor's visits – 7

Volunteer Services: Faith-Based Volunteers: worship and religious study – 9 volunteers, 6 hours; Life Skills Volunteers: visiting and teaching - 12 volunteers, 4 hours; Special Events: Other – 0, for a total of 21 volunteers who provided 10 hours of volunteer service.

LETOT CENTER			
RESIDENTIAL	SEP	OCT	YTD
Admissions	15	21	161
Releases	13	17	160
ADP	13	20	18
Total Youth Served	27	35	178
INTAKE ORIENTATION	SEP	OCT	YTD
Admissions	73	70	636
Releases	72	71	635
ADP	2	2	1
Total Youth Served	74	72	636

Clinical Services:

Residential Services: The clinical unit provided counseling to 26 residents, who benefitted from 63 individual and 42 family sessions. In addition, the residents participated in 32 groups focusing on anger management, self-esteem, developing coping skills, emotional regulations, 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, 153 consultations were provided to the case managers, JROs, and administration when requested. Although each department establishes 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 5 staffings held this month allowing for the clinical, administrative, case management, and JRO staff to discuss approximately 16 residents weekly (80 total). Crisis Management resulted in the staff responding to 20 crisis incidents; 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 residents' difficulties in order to proactively manage potential emotional escalation. Clinicians checked on the youth through daily rounds, which allowed them to observe the residents and for information to be shared among the staff. Four referrals were made to the Department's psychiatrist for further evaluation.

Non-Residential Services: After an individual is discharged from the Residential Program, they are referred to aftercare services provided in the Non-Residential Program. Also additional cases, which had been assessed by the Intake Department, if found inappropriate for the Residential Program are also referred to the Non-Residential Program. This Program provides continued case management and counseling services. Thirteen families were referred to the clinical staff and were provided with 7 individual sessions, 10 family sessions which resulted in 13 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. In addition, the clinical staff managed two Non-Residential Crisis Interventions.

General Clinical Services: The Letot Clinical Staff was also responsible for providing psychological screens to the Intake Department. Individuals whose scores were elevated 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 best meeting the needs of the individual. The staff assessed 9 potential residents and made appropriate recommendations. 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 communication, mindfulness, successful discipline, gratitude, and adolescent development. This month five Parent/Youth Groups were held with a total of 177 participants (80 Parents, 68 Youth, 29 Siblings/Others). In addition, the staff participated in 21 hours of clinical supervision.

Facility Programs: The residents participated in the Hispanic Heritage Program where they recognized important Hispanics in American History. The residents also participated in the Fall Festival. They played various board games and ate barbeque food cooked by the staff.

Field Trips:

Every Wednesday 6 female residents attend "New Friends New Life", they participate in group activities; dinner is also provided.

October 22, 2018: Seven residents went to the Dallas Mavericks game. The outing was a huge success. They 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 teamwork and sportsmanship.

ESTEEM Court: The clinical staff facilitated one HOPE groups for the youth and two parent groups. The HOPE group included one client and there were two parents in attendance at the parent group. In addition, clinical staff attended 5 hours of ESTEEM Court Hearings with Judge Cheryl Lee Shannon presiding.

Additional Services: The indoor program for the residents continued 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

Volunteer Groups:

Big Thought - Residents are learning how to play the bongos and art expression through painting.

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

Concord Baptist Church - Residents are able to participate in Bible study and religious activities on the 2nd and 4th Wednesday and on the 2nd and 3rd Sunday of the month, voluntarily.

Dr. Michelle Woody and Speak Young Sister in conjunction with Concord Baptist Church – Are meeting with the residents for 6 weeks. Residents are learning about self-esteem, positively expressing their feeling, and open honest communications.

Enrichment Programs: Culinary Arts Program: Some of this month’s culinary classes included learning how to garnish and cut vegetables and fruits for serving trays. Residents learned how to cook squash. They also learned how to deep-fry foods (fish & chicken). The residents are still learning how to properly set tables with silverware and proper serving techniques. They are still tasked with working through every detail of cooking, from knowing the ingredients needed, to writing the recipe, cooking and serving the meal. They meet with their instructors on Mondays, Tuesdays, Thursdays and Fridays during the school year.

POETIC - Residents on levels 4 and 5 (total of 13) participated in the after-care program on Monday and Wednesday. The program offers daily programming with education, creative arts, employment readiness, life skills, therapy, mentorship, and case-management.

Horticulture: All the residents take turns and help to maintain the courtyard by keeping it clean; they are growing different types of peppers.

Facility Programs – The residents participated in the Hispanic Heritage Program where they recognized important Hispanics in American History. The residents also participated in the Fall Festival. They played various board games and ate barbeque food cooked by the staff.

Field Trips:

October 19, 2018: Residents on level 4 & 5 (total of 8) went to the movies to see “The Hate you give” and had lunch at Chili’s.

Clinical Services:

All 35 residents received individual therapy (approximately 115 hours). Family therapy was offered to all families. Therapists provided family therapy to 16 families (approximately 22 client-contact hours) and 14 parents received parent therapy (8 client-contact hour). The clinical team provided parent group to 4 families (approximately 3 client-contact hours). The clinical Team also provided crisis intervention (approximately 48 client-contact hours) and clinic rounds (approximately 58 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 47 hours).

LETOT RTC			
	SEP	OCT	YTD
Admissions	2	4	636
Releases	2	1	635
ADP	31	32	1
Total Youth Served	32	34	62

The girls also received daily group therapy (art, coping skills, girl empowerment, My Life My Choice, meditation, or process groups). Eleven My Life My Choice groups were provided to teach youth about substance abuse, self-esteem, healthy relationships, and health. Art is a therapeutic modality that encourages expression through the use of art materials. Clinicians conducted eleven art groups this month, which primarily focused on open studio, developing self-awareness, building self-esteem, developing safety, and using art as a coping skill. Coping skills group, which is rooted in Dialectical Behavior Therapy (DBT), teaches the girls to manage difficult thoughts and emotions. Twelve coping skills group were provided and focused on mindfulness, dealing with intense emotions, particularly Depression and Anger, and the role of self-care in managing emotions. 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. Eleven girl empowerment groups focused on self-esteem, trust, and supportive relationships. Twelve meditation groups were provided for the girls to engage in self-reflection and emotional regulation. In addition, four process groups were offered to residents to address interpersonal skills.

Substance Abuse Unit provided seven drug education groups to a total of six residents.

Psychiatric Services: Eight youth were referred to the psychiatrist to address mental health needs, which were primarily focused on complaints of fluctuating moods, irritable moods, impulsivity, hyperactivity, verbal aggression, sleep disturbance.

Medical Services: Health Screens – 4, Call Backs – 0, Doctor's visits – 53.

Volunteer Hours: We had 5 volunteers and a total of 40 hours volunteered.

October 2018 Referrals

	Alleged Delinquent Behavior													Alleged CINS Behavior								Other Referrals				All Referrals																																
	Felonies						Class A & B Misdemeanors							Status Only		Other than Status Only						Other Referrals																																				
	Sexual Assault	Robbery	Assaultive	Other Violent	Burglary	Theft	Other Property	Drug Offenses	Other Misd.	Contempt of Magistrate	Weapons Offenses	Assaultive	Theft	Other Property	Drug Offenses	Other Misd.	Contempt of Magistrate	Truancy	Runaway	Alt. Ed. Expulsion	Property (was Theft)	Disorderly Conduct	Drugs	Liquor Laws	Sex Offenses		Other CINS	Total CINS	Contract Detention	Crisis Intervention	Other Administrative	Total Other																										
Male	2	11	19	1	16	24	3	9	2	17	123	89%	7	38	18	8	32	44	0	270	82%	38	81%	0	22	0	0	1	0	19	42	42%	18	0	0	18	67%	368	73%																			
Female	0	0	1	7	0	0	5	0	1	1	16	12%	1	13	9	1	7	11	0	58	18%	9	19%	0	37	0	0	0	0	0	22	59	58%	9	0	0	9	33%	135	27%																		
											139								328		47								101				27		503																							
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																
Asian	0	0	0	0	0	0	0	1	0	0	1	1%	0	2	0	1	0	1	0	5	2%	0	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	3	9	10	1	6	14	1	0	1	4	49	35%	3	26	14	5	21	0	123	38%	17	36%	0	25	0	0	0	0	0	19	44	44%	11	0	0	11	41%	195	39%																		
Hispanic	2	5	9	13	0	7	13	2	9	2	11	73	53%	4	17	9	3	29	25	0	160	49%	28	60%	0	27	0	0	0	0	19	47	47%	8	0	0	8	30%	243	48%																		
White	0	3	2	3	0	3	2	0	0	0	3	16	12%	1	6	4	0	5	8	0	40	12%	2	4%	0	7	0	0	0	0	3	10	10%	8	0	0	8	30%	60	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													
											139								328		47								101				27		503																							
10 Years Old	0	0	0	0	0	0	0	0	0	0	1	1%	0	0	0	0	0	0	0	1	0%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0										
11 Years Old	0	0	0	0	0	0	0	0	0	0	0	0%	0	3	2	0	0	0	0	5	2%	0	0%	0	0	0	0	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	2	0	3	0	0	1	0	0	0	2	8	6%	0	5	0	1	1	0	15	5%	0	0%	0	0	0	0	0	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	3	0	2	3	2	1	0	0	13	9%	1	6	5	1	2	5	0	33	10%	5	11%	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
14 Years Old	0	2	3	6	0	2	5	0	1	0	1	20	14%	1	8	5	2	9	6	0	51	16%	5	11%	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
15 Years Old	0	0	5	5	0	8	6	0	2	2	6	34	24%	0	9	4	1	9	17	0	74	23%	13	28%	0	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
16 Years Old	2	0	11	7	1	2	13	0	5	0	9	50	36%	6	20	10	3	12	27	0	128	39%	12	26%	0	23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
17+ Years Old	0	6	0	2	0	2	1	1	1	0	0	13	9%	0	0	1	1	6	0	0	71	6%	12	26%	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
											139								328		47								101				27		503																							

467 youth accounted for the 492 total referrals.



DISCUSSION

ITEM

B.



Juvenile Justice Alternative Education Program (JJAEP) Director's Report October 2018

Director's Report for JJAEP– October 2018

October had many events to celebrate. The *Hispanic Heritage* celebration included a variety of activities for students including a poster contest, attending the Latino Cultural Center, and the faculty and students feasting on a variety of Latino foods made by our faculty and staff.

October is a host to a variety of 'awareness topics'. Anti-bullying focus was reinforced through our Social Skills classes and students were encouraged to eliminate bullying by the "doughnut bully" campaign. Students and faculty participated in the National Unity Day by wearing orange, creating a step towards eliminating bullying, and were provided a doughnut as a way to say thanks for taking a stand.

October 17th, the *Grant Halliburton Foundation* provided a guest speaker to present on the topic of *Cyber Bullying*.

On October 18th parents and students attended our *Meet the Faculty Night*. We had four families attend, of which, one lucky family took home the \$25 gift card awarded through the YASB grant.

The week of October 22nd our students participated in Red Ribbon week by dressing up each day and participating in activities through our Social Skills classes, while studying the virtue honesty. In addition to taking a stand against drugs, students also wore pink to take a stand against cancer.

October 24th, participants from the International Drop-out and Truancy Prevention Association toured JJAEP.

October 26th ended our Red Ribbon Week activities with a guest speaker from the *Grace Counseling Group* on the abuses and effects of drug use. As students studied the virtue of integrity, they also participated in a door decorating contest. Five of the front office doors will be decorated by our talented students demonstrating the message *Life is Your Journey. Travel Drug Free*.

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

ACTIVE ENROLLMENT								
Student Enrollment as of:	10/31/2018	Total Enrollment:	72					
Students on Probation/Spv.:	42	58.33%						
OFFENSE STATUS								
Disc.:	15	20.83%	Mand.:	57	79.17%	Plmt.:	0	0.00%
DEMOGRAPHICS								
Category			Category					
GENDER			DISTRICT	Number	Percent			
Male		Female	CFB-904	6	8.33%			
61	84.72%	11	15.28%	CHISD-904	1	1.39%		
GRADE	Number	Percent	Coppell-992	1	1.39%			
3	0	0.00%	Desoto-906	3	4.17%			
1	1	1.39%	DISD-905	10	13.89%			
5	1	1.39%	Duncanville-907	5	6.94%			
6	2	2.78%	Garland-909	21	29.17%			
7	7	9.72%	GPISD-910	8	11.11%			
8	11	15.28%	HPISD-911	0	0.00%			
9	23	31.94%	IRVING-912	5	6.94%			
10	10	13.89%	Lancaster-913	2	2.78%			
11	8	11.11%	Mesquite-914	7	9.72%			
12	9	12.50%	RISD-916	3	4.17%			
	72	100.00%	Sunnyvale-919	0	0.00%			
				72	100.00%			
AGE	Number	Percent	ETHNICITY	Number	Percent			
10	2	2.78%	African American	25	34.72%			
11	2	2.78%	Asian	2	2.78%			
12	7	9.72%	Caucasian	9	12.50%			
13	5	6.94%	Hispanic	36	50.00%			
14	15	20.83%	Native American	0	0.00%			
15	12	16.67%		72	100.00%			
16	13	18.06%						
17	10	13.89%						
18+	6	8.33%						
	72	100.00%						
OFFENSE DESCRIPTIONS								
				Number	Percent			
D-12	Serious Misbehavior			6	8.33%			
D-14	Misdemeanor Drugs			2	2.78%			
D-15	Felony Criminal Mischief			0	0.00%			
D-16	Court/County Placement			0	0.00%			
D-17	Assault Against Employee			3	4.17%			
D-18	Assault/Retaliation of Employee (ON/OFF CAMPUS)			1	1.39%			
D-19	False Alarm/Terroristic Threat			3	4.17%			
D-20	300 ft. Rule			0	0.00%			
Title 5	Off Campus Felonies Against Student & Other New Discretionary			0	0.00%			
M-01	Weapons/Firearms			11	15.28%			
M-02	Weapons other than Firearm			6	8.33%			
M-03	Aggravated Assault			6	8.33%			
M-04	Sexual Assault			0	0.00%			
M-05	Aggravated Sexual Assault			1	1.39%			
M-06	Arson			0	0.00%			
M-07	Murder Offenses/Manslaughter			0	0.00%			
M-08	Indecency with a Child			0	0.00%			
M-09	Aggravated Kidnapping			0	0.00%			
M-10	Felony Drugs			33	45.83%			
M-11	Retaliation Against Any Employee			0	0.00%			
M-12	Aggravated Robbery			0	0.00%			
P-16	Court Placement			0	0.00%			
				72	100.00%			
DETENTION; PLACEMENT or WARRANTS:				3	4.17%			
SPECIAL EDUCATION STUDENTS:				10	13.89%			
Avg. Daily Attendance:	52	83.54%	Cum. SY Daily Attendance:	49	83.14%			

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

2018-2019 School Year

October began with 62 students and ended with 72 students enrolled at the Dallas County JJAEP. On average, there were 52 or 83.54% of the students attending on any given day. Of the 72 students enrolled at month's end, there were 15 discretionary referrals; 0 placement; and 57 mandatory referrals.



ACTION ITEMS

VI



ACTION ITEM

C.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: November 26, 2018
To: Dallas County Juvenile Board
From: Darryl A. Beatty, Director
Subject: Annual Juvenile Board Certification of Youth Village

Background of Issue:

Section 51.126 of the Texas Family Code, added and amended by 81st and 82nd Legislature respectively, sets guidelines for inspection of non-secure correctional facilities by the Juvenile Judges and Juvenile Board:

Section 51.126. NON-SECURE CORRECTIONAL FACILITIES.

- (a) A non-secure correctional facility for juvenile offenders may be operated only by:
 - (1) a governmental unit, as defined by Section 101.001, Civil Practice and Remedies Code; or
 - (2) a private entity under a contract with a governmental unit in this state.
- (b) In each county, each judge of the juvenile court and a majority of the members of the juvenile board shall personally inspect, at least annually, all non-secure correctional facilities that are located in the county and shall certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facility or facilities are suitable or unsuitable for the confinement of children. In determining whether a facility is suitable or unsuitable for the confinement of children, the juvenile court judges and juvenile board members shall consider:
 - (1) current monitoring and inspection reports and any noncompliance citation reports issued by the Texas Juvenile Justice Department, including the report provided under Subsection (c), and the status of any required corrective actions; and
 - (2) the other factors described under Sections 51.12(c)(2)-(7).

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

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

Current Texas Juvenile Justice Department (TJJD) contract regulations require Juvenile Departments who operate or contract for the operation of facilities to comply with TJJD's minimum standards for pre-adjudication juvenile detention facilities or TJJD standards for post-adjudication secure detention facilities, as appropriate, to receive Texas Juvenile Justice Department funding. The purpose of this briefing is to recommend the Juvenile Board certify Youth Village as suitable for the confinement of children in accordance with the guidelines established by the Texas Legislature.

Impact on Operations:

Youth Village is a 24-hour general non-secure residential operation located at 1576 E. Langdon Rd., Dallas, Texas 75241, and provides long-term childcare services and supervision for up to 72 males, ages 10-17, which are deemed appropriate for the Youth Village setting by the Juvenile Court. Residents at Youth Village have been placed by the Juvenile Court of Dallas County with the hope that they will benefit from the structured environment and therapeutic programs offered by Youth Village. Medical services are provided by Parkland Hospital personnel. The program components concentrate on areas related to youth's educational, emotional, physical, social, psychological and spiritual services that are provided by dedicated staff and community volunteers. In 2017, Youth Village served a total of 138 residents for an average length of stay of 495.7 days, and had an average daily population of 46.1 residents. The facility is currently registered with the Texas Juvenile Justice Department (TJJD).

Strategic Plan Compliance:

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

Legal Information:

The Texas Family Code requires each Judge of the Juvenile Court and a majority of the members of the Juvenile Board to personally inspect Youth Village and certify in writing that the facility is suitable for the confinement of children.

Financial Impact/Considerations:

Juvenile facilities found to be out of compliance with TJJD standards, and who fail to correct deficiencies after a reasonable time, may have state funding reduced or suspended. The per diem cost for Youth Village is \$234.94 (per child) based on a 2017 fiscal year average daily population of 46 youth per day with the operations cost of the program totaling \$ 3,944,576.86. This financial information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Recommendation:

It is recommended that the Dallas County Juvenile Board certify the Youth Village as suitable for the confinement of youth in accordance with Section 51.126 of the Texas Family Code.

Recommended by:



Darryl A. Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER No: 2018-XXX
DATE: November 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 November, 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 51.126 of the Texas Family Code sets guidelines for inspection of non-secure correctional facilities by the Juvenile Judges and Juvenile Board, and mandates each judge of the Juvenile Court and a majority of the members of the Juvenile Board to personally inspect the juvenile non-secure correctional facilities located in the County at least annually and to certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facility or facilities are suitable or unsuitable for the confinement of children; and

WHEREAS, section 51.126 of the Texas Family Code adds that in determining whether a facility is suitable or unsuitable for the confinement of children, the juvenile court judges and Juvenile Board members shall consider current monitoring and inspection reports, any noncompliance citation reports issued by the Texas Juvenile Justice Department, the status of any required corrective actions, and current governmental inspector certification regarding the facility's compliance with local fire codes and local building codes, the number of allegations of abuse, neglect, or exploitation, the availability of health and mental health services, the availability of educational services, and the overall physical appearance of the facility, including the facility's security, maintenance, cleanliness, and environment; and

WHEREAS, Youth Village is a 24-hour general non-secure residential operation located at 1576 E. Langdon Rd., Dallas, Texas 75241, and provides long-term childcare services and supervision for up to 72 males, ages 10-17, which are deemed appropriate for the Youth Village setting by the Juvenile Court. Residents at the Youth Village have been placed by the Juvenile Court of Dallas County with the hope that they will benefit from the structured environment and therapeutic programs offered by Youth Village. Medical services are provided by Parkland Hospital personnel. The program components concentrate on areas related to youth's educational, emotional, physical, social, psychological and spiritual services that are provided by dedicated staff and community volunteers. In 2017, Youth Village served a total of 138 residents for an average length of stay of 495.7 days, and an average daily population of 46.1 residents. The facility is currently registered with the Texas Juvenile Justice Department (TJJD); and

WHEREAS, Juvenile facilities found to be out of compliance with TJJ standards, and who fail to correct deficiencies after a reasonable time, may have state funding reduced or suspended. The per diem cost for Youth Village is \$234.94 (per child) based on a 2017 fiscal year average daily population of 46 youth per day with the operations cost of the program totaling \$ 3,944,576.86. This financial information has been reviewed and approved by Ms. Carmen Williams, Budget Manager; and

WHEREAS, each judge of the Juvenile Court and a majority of the members of the Juvenile Board personally inspected Youth Village; and

WHEREAS, as a result of the personal tour and inspection, the Judges of the Juvenile Court and the Dallas County Juvenile Board deemed the Letot Center to be suitable for the confinement of children in accordance with Section 51.126 of the Texas Family Code; and

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

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board certifies Youth Village as suitable for the confinement of children in accordance with Section 51.126 of the Texas Family Code and the Texas Juvenile Justice Department Standards for Non-Secure Juvenile Pre-Adjudication Detention.

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

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

D.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: November 26, 2018
To: Dallas County Juvenile Board
From: Darryl A. Beatty, Director
Subject: Approval of the 2018-2019 Youth Village Policy and Procedures Manual

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.

(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 and procedures 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.

§355.400 Policy, Procedure, and Practice.

The governing board of the facility shall require that written policies and procedures exist governing the operation of all non-secure juvenile correctional facilities in the county or district, as applicable. The policies, procedures, and practices of the facility shall include:

(1) a policy that strictly prohibits the following:

(A) physical, sexual or emotional abuse, neglect, or exploitation of a resident by any individual having contact with a resident of the facility;

(B) youth-on-youth sexual conduct between residents;

(C) violations of the juvenile justice professionals' code of ethics as outlined in Chapter 345 of this title;

(D) violations of any professional code of ethics or code of conduct by any individual providing services to or having contact with residents of the facility; and

(2) a zero-tolerance policy and practice regarding sexual abuse in accordance with the Prison Rape Elimination Act of 2003 that provide for administrative and/or criminal disciplinary sanctions.

§355.406 Duties of Facility Administrator.

(c) The facility administrator must develop, implement, and maintain a policies and procedures manual for the facility and must ensure the daily facility practice conforms to the policies and procedures detailed in the manual.

(d) The facility administrator must review the facility's policies and procedures manual at least once each year, no later than the last day of the calendar month of the previous year's review, and maintain documentation of this review.

Discussion:

The Juvenile Department is presenting the Youth Village Policy and Procedures Manual for annual review and approval of the Juvenile Board. The Policy and Procedures Manual is based upon ongoing standards of Texas Administrative Code Chapter 355 which became effective November of 2013. Please note the Dallas County Youth Village began operating solely under TAC Chapter 355 standards for non-secure facilities upon Juvenile Board order dated January 27, 2014. Noted changes to the 2018-2019 Policy and Procedures Manual are:

Chapter 1

Section 3: Criminal History Searches policy was deleted from the document;

Section 4: Data Collection policy was updated to require that the Facility Administrator or designee submit quarterly reports and corresponding logs by the 10th of the month following completion of the quarter;

Section 5: Personnel policy was updated to reflect criminal history check requirements for individuals with prior military experience; removed provisional certification status; and amended disqualifying criminal history (in accordance with standard changes);

Section 7: Training and Staff Development policy was amended to reflect mandatory training topics for JPO and JSO certification and certification exam requirements for JSO certification; updated JPO requirement to 60 hours of continued training in a certification period to maintain active certification; and included additional mandatory training topics required for JSOs that were certified in a another county;

Chapter 2

Section 9: Hazardous Materials policy was amended to include the Hazardous Materials Table;

Section 10: Safety Codes policy was amended to include requirement for Facility Administrator to follow up on the status of work order requests one time per week;

Section 11: Fire Safety Plan; Emergency Preparedness Plan was amended to include procedures for use and control of flammable, toxic, and caustic materials and procedures to address a bomb threat;

Section 13: Facility Maintenance, Cleanliness, and Appearance policy was amended to include the Business Manager's requirement to schedule facility wide pest/vermin control one time per month and the Facility Administrator's requirement to document and follow up on work order requests at least one time per week;

Chapter 3

Section 2: Designation and Qualifications of Facility Administrator (inserted);

Section 5: Transportation policy (inserted); this section was removed from Chapter 3; Section 4;

Section 12: Qualifications to Provide Resident Supervision policy was amended to include requirements for JSOs to be included in supervision ratios;

Section 13: Supervision Requirements policy was amended, removing any reference to a Primary Control Room;

Section 20: Volunteers, Interns and Mentors policy was amended to reflect criminal history check requirements;

Chapter 4

Section 6: Health Service Authority policy was amended to reflect a change in the primary point of contact for the HSA;

Section 13: Medication Administration policy was amended to include Facility Administrator requirement to receive written request from parent/guardian/custodian granting medical staff consent to administer medication;

Section 16: Suicide Prevention Plan was amended to include the supervisor's responsibility of meeting emergency medical personnel at the entry and escorting them to a resident in crisis;

Chapter 5

Section 1: Visitation; Limitations on Visitation; Access to Attorney policy was amended to include the requirement that staff provide the resident's parent/guardian with a copy of the DCYV Parent Handbook and the Facility Administrator or designee to provide written justification when restrictions are placed on a resident's visitation rights;

Section 6: Resident Grievance Process was amended to reflect the supervisor's requirement to conduct monthly reviews of the grievance process and dispositions;

Section 13: Experimentation and Research Studies policy was amended to prohibit residents' participation in medical, psychological, pharmaceutical, and cosmetic experiments; and

Chapter 7

Section 1: Restraint Requirements; Prohibitions; Documentation; Personal Restraint; Mechanical Restraint policy was amended; adding requirements for training and demonstrated competency for JPOs and JSOs prior to using a restraint technique and removal of reference to preventative mechanical restraints.

Strategic Plan Compliance:

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

Legal Information:

The current changes to the Youth Village Policy and Procedures Manual were approved as to form by the Juvenile Department's Administrative Legal Advisor, Ms. Denika Caruthers. A disc containing a red line version and revised copy of the manual was provided to all the Juvenile Board members for review.

Recommendation:

It is respectfully recommended that the Dallas County Juvenile Board approve the 2018-2019 Policy and Procedures Manual for Youth Village. It is further recommended that the Juvenile Board authorizes the Director of Juvenile Services or designee to modify any policy and procedures as needed and it will be brought to the Juvenile Board's attention at the next scheduled meeting.

Recommended by:



Darryl A. Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2018-xxx
DATE: November 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 November, 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, 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.

(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 and procedures 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.

§355.400 Policy, Procedure, and Practice.

The governing board of the facility shall require that written policies and procedures exist governing the operation of all non-secure juvenile correctional facilities in the county or district, as applicable. The policies, procedures, and practices of the facility shall include:

(1) a policy that strictly prohibits the following:

(A) physical, sexual or emotional abuse, neglect, or exploitation of a resident by any individual having contact with a resident of the facility;

(B) youth-on-youth sexual conduct between residents;

(C) violations of the juvenile justice professionals' code of ethics as outlined in Chapter 345 of this title;

(D) violations of any professional code of ethics or code of conduct by any individual providing services to or having contact with residents of the facility; and

(2) a zero-tolerance policy and practice regarding sexual abuse in accordance with the Prison Rape Elimination Act of 2003 that provide for administrative and/or criminal disciplinary sanctions.

§355.406 Duties of Facility Administrator.

(c) The facility administrator must develop, implement, and maintain a policies and procedures manual for the facility and must ensure the daily facility practice conforms to the policies and procedures detailed in the manual.

(d) The facility administrator must review the facility's policies and procedures manual at least once each year, no later than the last day of the calendar month of the previous year's review, and maintain documentation of this review; and

WHEREAS, the Juvenile Department is presenting the Youth Village Policy and Procedures Manual for annual review and approval of the Juvenile Board. The Policy and Procedures Manual is based upon ongoing standards for Texas Administrative Code Chapter 355 which became effective November of 2013. The Dallas County Youth Village began operating solely under TAC Chapter 355 standards for non-secure facilities upon Juvenile Board order dated January 27, 2014. Noted changes to the 2018-2019 Policy and Procedures Manual are:

Chapter 1

Section 3: Criminal History Searches policy was deleted from the document;

Section 4: Data Collection policy was updated to require that the Facility Administrator or designee submit quarterly reports and corresponding logs by the 10th of the month following completion of the quarter;

Section 5: Personnel policy was updated to reflect criminal history check requirements for individuals with prior military experience; removed provisional certification status; and amended disqualifying criminal history (in accordance with standard changes);

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Section 2: Designation and Qualifications of Facility Administrator (inserted);
Section 5: Transportation policy (inserted); this section was removed from Chapter 3;
Section 4;
Section 12: Qualifications to Provide Resident Supervision policy was amended to include requirements for JSOs to be included in supervision ratios;
Section 13: Supervision Requirements policy was amended; removing any reference to a Primary Control Room;
Section 20: Volunteers, Interns and Mentors policy was amended to reflect criminal history check requirements;

Chapter 4

Section 6: Health Service Authority policy was amended to reflect a change in the primary point of contact for the HSA;
Section 13: Medication Administration policy was amended to include Facility Administrator's requirement to receive written request from parent/guardian/custodian granting medical staff consent to administer medication;
Section 16: Suicide Prevention Plan was amended to include the supervisor's responsibility of meeting emergency medical personnel at the entry and escorting them to a resident in crisis;

Chapter 5

Section 1: Visitation; Limitations on Visitation; Access to Attorney policy was amended to include the requirement that staff provide the resident's parent/guardian with a copy of the DCYV Parent Handbook and the Facility Administrator or designee to provide written justification when restrictions are placed on a resident's visitation rights;
Section 6: Resident Grievance Process was amended to reflect the supervisor's requirement to conduct monthly reviews of the grievance process and dispositions;
Section 13: Experimentation and Research Studies policy was amended to prohibit residents participation in medical, psychological, pharmaceutical, and cosmetic experiments; and

Chapter 7

Section 1: Restraint Requirements; Prohibitions; Documentation; Personal Restraint; Mechanical Restraint policy was amended; adding requirements for training and demonstrated competency for JPOs and JSOs prior to using a restraint technique and removal of reference to preventative mechanical restraints.

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

WHEREAS, the current changes to the Youth Village Policy and Procedures Manual were approved as to form by the Juvenile Department's Administrative Legal Advisor, Ms. Denika Caruthers. A disc containing a red line version and revised copy of the manual was provided to all the Juvenile Board members for review.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board approves the 2018-2019 Youth Village Policy and Procedures Manual.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board authorizes the Director of Juvenile Services or designee to modify any policy and procedures as needed and it will be brought to the Juvenile Board's attention at the next scheduled meeting.

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

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

E.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

DATE: November 26, 2018

TO: Dallas County Juvenile Board

FROM: Darryl A. Beatty, Director

SUBJECT: Approval of Interlocal Agreement to Provide Dental Services between Texas A&M University Health Science Center (TAMHSC) on behalf of Texas A&M University College of Dentistry and Dallas County Juvenile Board on behalf of Dallas County Juvenile Department

Background:

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

Presently, the standing ILA with TAMHSC expires December 31, 2018, and all renewals have been exhausted. The purpose of this brief is to seek Juvenile Board approval to execute the appended ILA to continue to contract with TAMHSC for the provision of dental services for the term of January 1, 2019, through December 31, 2019.

Operational Impact:

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

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

Strategic Plan Compliance:

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

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

Legal Impact:

The Interlocal Agreement has been reviewed and approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department Administrative Legal Advisor.

Performance Measures:

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

Financial Impact:

Payment for dental services will be at a new monthly flat rate of \$15,000.00, for an annual reimbursement not to exceed \$180,000.00. This is an increase from the previous contract of approximately \$64,000. This increase is the first since the beginning of the contact in FY 2001. Funding for the purchase of dental services is available from the Texas Juvenile Justice Department State Aid under Community Programs. The financial information has been reviewed by Ms. Carmen Williams, Budget Manager.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Interlocal Agreement to provide dental services between TAMHSC on behalf of Texas A&M University College of Dentistry and the Dallas County Juvenile Department for the period January 1, 2019, through December 31, 2019.

Recommended by:



Darryl A. Beatty, Director
Dallas County Juvenile Department

STATE OF TEXAS §

COUNTY OF DALLAS §

**INTERLOCAL AGREEMENT TO PROVIDE DENTAL SERVICES BETWEEN
TEXAS A & M UNIVERSITY HEALTH SCIENCE CENTER
AND
DALLAS COUNTY JUVENILE BOARD ON BEHALF OF THE
DALLAS COUNTY JUVENILE DEPARTMENT**

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

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

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

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

1. DEFINITIONS:

- A. Agreement. Reference to this Interlocal Agreement to Provide Dental Services Between TAMHSC and the Dallas County Juvenile Board, on behalf of the Dallas County Juvenile Department;
- B. Dallas County Juvenile Board. The Dallas County Juvenile Board (the "DCJB"), a governmental entity in the State of Texas, including the Dallas County Juvenile Department (the "DCJD");
- C. Texas A & M University Health Science Center, a health-related institution under the administration of Texas A&M University, a member of The Texas A&M University System, and an agency of the State of Texas, on behalf of Texas A&M University College of Dentistry;

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

2. TERM:

The term of this Agreement shall begin on January 1, 2019 and shall end on December 31, 2019. This Agreement may be renewed for three (3) additional one-year terms upon written mutual agreement of both parties.

3. RELATIONSHIP OF THE PARTIES:

Each party is acting independently, and neither is an agent, servant, employee or joint enterprise of the other. TAMHSC represents that it has, or will secure at its own expense, all personnel and consultants required in performing the services under this Agreement. Such personnel and consultants shall not be employees of, or have any contractual relationship with DCJD. No officer and/or member of the governing body of the DCJD and/or Dallas County Juvenile Board shall participate in any decision relating to this Agreement, which affects their personal interest or have any pecuniary interest in this Agreement or process thereof.

4. SCOPE OF WORK:

A. RESPONSIBILITIES OF TAMHSC

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

practice. Removal of teeth will be done only if the tooth is deemed to be non-restorable by the Dentist;

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

2. FACILITIES AND EQUIPMENT

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

3. PERSONNEL

- a. Dental service providers will be TAMHSC faculty and staff members, and TAMHSC students scheduled on rotation, working under the direct supervision of faculty members.
- b. The primary dental team for the DCJD will consist of three members:
 - 1. a TAMHSC faculty member dentist to perform patient screenings/examinations and treatment and supervise TAMHSC students and TWU Dental Hygiene students;
 - 2. a dental assistant to function as clinic manager (overseeing

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

4. WORK SCHEDULE

- a. Dental services will be provided between the hours of 8:00 AM and 5:00 PM for four (4) days per week, excluding Saturday and Sunday.
- b. The dental clinic will be closed on all Dallas County official holidays and/or closings.
- c. Coverage for emergency care during scheduled clinic closures will be provided by the TAMHSC dental team assigned to the DCJD dental clinic, on an on-call basis.
- d. During the Texas A&M University College of Dentistry's extended Christmas holiday, there will be a dentist available to conduct screenings and provide emergency treatment only.

B. RESPONSIBILITIES OF THE DCJD

1. COMPENSATION

- a. Reimbursement for provision of dental services will be provided on a flat fee basis.
- b. TAMHSC will submit a request for payment to the Dallas County Auditor through the DCJD, addressed to the Superintendent of Detention for verification of services.
- c. DCJD will reimburse TAMHSC for provision of services at a monthly flat rate of FIFTEEN THOUSAND DOLLARS AND 00/100 (\$15,000.00), for a total annual reimbursement not to exceed ONE HUNDRED EIGHTY THOUSAND DOLLARS AND 00/100 (\$180,000.00).

2. FACILITY

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

Detention Center 2600 Lone Star Drive, Dallas, Texas 75212.

C. RESPONSIBILITIES OF THE TAMHSC AND THE DCJD

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

5. TERMINATION:

Either party may terminate this Agreement and any renewal thereof, with or without cause, by sending thirty (30) day prior written notice to the other party.

6. NOTICE:

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

Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

DCJB/DCJD:

Attn: Darryl A. Beatty, Director
Dallas County Juvenile Department
2600 Lone Star Drive
Dallas, Texas 75212
Phone: 214-698-2223
Fax: 214-698-5508
Email: Darryl.Beatty@dallascounty.org

TAMHSC:

Attn: Daniel L. Jones, DDS, PhD
Texas A&M University College of Dentistry
Public Health Sciences Dept.
3302 Gaston Avenue
Dallas, Texas 75246
Phone: 214-828-8350
Fax: 214-828-8449
Email: DJones@tamhsc.edu

7. DISPUTE RESOLUTION:

- A. The dispute resolution process provided for in Chapter 2260, *Texas Government Code*, shall be used, as further described herein, by TAMHSC and DCJB to attempt to resolve any claim for breach of Agreement made by DCJB:
1. The DCJD's claim for breach of this Agreement that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, DCJD shall submit written notice, as required by subchapter B, to the Vice President for Finance and Administration of TAMHSC. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of TAMHSC otherwise entitled to notice under the parties' Agreement. Compliance by DCJB with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code;

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

8. INSURANCE AND INDEMNIFICATION:

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

B. In addition, TAMHSC shall at all times during the term of this Agreement and at its own expense, maintain in full force and effect the following coverage:

1. Workers' Compensation meeting the requirements established by Texas Labor Code:

2. Professional malpractice insurance in the minimum amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) individual professional liability for each loss and an aggregate of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) per event covering the duties performed under and during this Agreement. For any claim(s) arising from work performed pursuant to the Agreement, such policy of insurance shall be primary. Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments and/or cancellation of the Agreement;

C. TWU will maintain any insurance required by DCJD for the Dental Hygiene students under the terms of the agreement between TWU and DCJD.

9. SUBCONTRACTING:

A. TAMHSC may not enter into agreements with subcontractors for delivery of the designated services outlined in this Agreement without prior written consent of the DCJB. The costs of all subcontracted services are included in the fees paid herein, unless otherwise stated. In selecting subcontractors, TAMHSC shall ensure that existing community-based organizations are utilized to the fullest extent possible.

B. Subcontracts, if any, entered into by the TAMHSC will be in writing and subject to all requirements herein. TAMHSC agrees that it will be responsible to DCJB for the performance of any subcontractor. Also, TAMHSC shall pay all subcontractors in a timely manner.

10. CHOICE OF LAWS AND VENUE:

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

11. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, innovation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

12. SEVERABILITY:

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

13. SIGNATORY WARRANTY:

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

14. ENTIRE AGREEMENT:

This Agreement, including all Exhibits and attachments, constitutes the entire Agreement between the parties hereto and supersedes any other Agreement concerning the subject matter of this transaction, whether oral or written.

15. BINDING EFFECT:

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

16. FEDERAL FUNDED PROJECT:

If this Agreement is funded in part by either the State of Texas or federal funding, TAMHSC agrees to timely comply without additional cost or expense to DCJB, unless otherwise specified herein, to any statute, rule, regulation, grant, Agreement provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

17. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. TAMHSC has a duty to mitigate damages.

18. ASSIGNMENT:

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

19. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender, any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

20. SOVEREIGN IMMUNITY:

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

21. PREVENTION OF FRAUD AND ABUSE:

TAMHSC shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or Program abuse involving TAMHSC's employees or agents that involve funds or activities under this Agreement shall be reported immediately by the DCJB to the Office of the Inspector General for appropriate action. Moreover, TAMHSC warrants to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. TAMHSC shall upon notice by DCJB, refund expenditures of the TAMHSC that are contrary to this Agreement and deemed inappropriate by the DCJB. Said notice requires that the DCJB provide written notice of such claims and include the evidence and reasons for such charges.

TAMHSC may review the claim and either choose to refund these expenditures or allow the matter to be resolved using the Chapter 2260 process described in paragraph 7 of this Agreement.

22. FISCAL FUNDING CLAUSE:

Notwithstanding any provisions contained herein, the obligations of the DCJB under this Agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement. TAMHSC shall have no right of action against DCJB in the event DCJB is unable to fulfill its obligations under this Agreement as a result of

lack of sufficient funding for any item or obligation from any source utilized to fund *this* Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that DCJB is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, DCJB, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to TAMHSC at the earliest possible time prior to the end of its fiscal year; however, DCJB shall be required to pay TAMSHSC for services already received at the time it gives notice.

23. HIPPA:

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

24. PROMPT PAYMENT ACT:

TAMHSC agrees that a temporary delay in making payments due to the DCJB's or DCJD's accounting and disbursement procedures shall not place them in default of this Agreement and shall not render the DCJB and/or DCJD liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251, Texas Government Code, as amended.

25. FORCE MAJURE:

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

26. TITLE VI ASSURANCES

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

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

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

27. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

In 2017, the Texas Legislature adopted House Bill 89. The law states that a governmental entity or state governmental entity may not enter into certain contracts with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott Israel and (2) will not boycott Israel during the term of the contract. The signing and execution of this Agreement by the person or persons on behalf of their respective governmental entity, state governmental entity or company serves as verification.

28. TRANSITION SERVICES:

Upon notice of termination and/or expiration of this Agreement, the DCJB shall immediately have the right to audit any and all records of TAMHSC relating to this Agreement. Moreover, upon termination and/or expiration date of this Agreement, TAMHSC agrees to transition the Services provided herein in a cooperative manner and provide anything requested from the DCJB at no additional cost, including, but not limited to the following, upon date of termination and/or expiration: (i) All Agreement and Services documentation identified in a complete, neat and orderly manner; and (ii) Good faith pledge to cooperate with DCJB upon transition of Services to another contractor or DCJB department providing the same or similar services; and (iii) Final accounting of all income from the Agreement; and (iv) Downloading and removal of all DCJB information from TAMHSC's equipment and software; and (v) Removal of TAMHSC's Services without affecting the integrity of DCJB's systems; and (vi) All Records and DCJB's property. This provision shall survive Agreement termination.

EXECUTED in triplicate this _____ day of _____, 20_____.

DALLAS COUNTY JUVENILE BOARD:

TAMHSC:

BY: _____
Darryl A. Beatty, Executive Director
Dallas County Juvenile Department

BY: _____
Steve Brown, MD
Chief Clinical Officer and Associate VP for
Clinical Strategy

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

BY: _____
Amy L. Fairchild, Ph.D., MPH
Associate Vice President, Faculty & Academic Affairs

BY: _____
County Judge Clay Jenkins
Dallas County Juvenile Board

**Texas A&M University
College of Dentistry**

APPROVED AS TO FORM:

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

BY: _____
Lawrence E. Wolinsky, Ph.D., D.M.D.
Dean

JUVENILE BOARD ORDER

ORDER NO: 2018-xxx

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

WHEREAS, presently, the standing ILA with TAMHSC expires December 31, 2018, and all renewals have been exhausted. The purpose of this brief is to seek Juvenile Board approval to execute the appended ILA to continue to contract with TAMHSC for the provision of dental services for the term of January 1, 2019, through December 31, 2019; and

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

WHEREAS, TAMHSC students function as care providers on a rotation basis as scheduling and clinic space permit, and always under the direct supervision of TAMHSC dental faculty. Dental services are provided between 8:00 a.m. and 5:00 p.m. four days per week, excluding Saturday and Sunday. The dental clinic is closed on all Dallas County official holidays and/or closings. During TAMHSC's extended Christmas holiday, there will be a dentist available to conduct screenings and provide emergency treatment only; and

WHEREAS, this request conforms to the Dallas County Strategic Plan – Vision 2: Dallas County is a healthy community; and

WHEREAS, the Interlocal Agreement has been reviewed and approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department Administrative Legal Advisor; and

WHEREAS, it is estimated that TAMHSC will provide between 350 to 450 individual screenings/treatment appointments per month; and

Approval of Interlocal Agreement to Provide Dental Services between Texas A&M University Health Science Center (TAMHSC) on behalf of Texas A&M University College of Dentistry and Dallas County Juvenile Board on behalf of Dallas County Juvenile Department
Page 2

WHEREAS, payment for dental services will be at a monthly flat rate of \$15,000.00, for an annual reimbursement not to exceed \$180,000.00. Funding for the purchase of dental services is available from the Texas Juvenile Justice Department State Aid under Community Programs - Youth Services.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve Interlocal Agreement to provide dental services between TAMHSC on behalf of Texas A&M University College of Dentistry and the Dallas County Juvenile Department for the period January 1, 2019, through December 31, 2019.

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

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

F.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

DATE: November 26, 2018
TO: Dallas County Juvenile Board
FROM: Darryl A. Beatty, Director
SUBJECT: Approval of Memorandum of Understanding between POETIC and Dallas County Juvenile Department

BACKGROUND:

POETIC, a Texas non-profit, is a comprehensive aftercare program that equips girls, ages 12-24, who have experienced child maltreatment, commercial sexual exploitation and/or sex trafficking to find their voices, reclaim their narratives and persist forward through evidence-based therapeutic interventions, creative arts therapy, an on-site school, mentorship and social enterprise programming. Accessibly located in Downtown Dallas, at an unpublished location, POETIC provides programming for court-involved girls and families at no cost.

POETIC aims to look at the issue of exploitation and trafficking within the system from which it was created, through the lens of gender, race, trauma and social economic status. Under the leadership of HaeSung Han, Psy.D. ATR-BC, LCAT and Irie Session, MDiv., DMin., POETIC was created in 2017.

The Dallas County Juvenile Department, with Juvenile Board approval, entered into a Memorandum of Understanding (MOU) with POETIC on November 27, 2017, for a one-year period of December 1, 2017, to November 30, 2018. This brief is to seek permission from the Juvenile Board to execute the appended MOU with POETIC, to continue to offer in-community, after-care therapeutic services to trauma-exposed, symptomatic female youth for the period December 1, 2018, to November 30, 2019.

IMPACT ON OPERATIONS AND MAINTENANCE:

Program components include:

In-community, after-care therapeutic services to trauma-exposed, symptomatic female youth involved in the juvenile justice system with the goal of diverting female youth from re-entry into the Juvenile Justice and/or criminal justice system. For admittance to the POETIC Trauma Therapy Center and Creative Arts Studio, a girl must be between the ages of 12 and 24, be involved or have had contact with the juvenile justice system, have a history of child maltreatment, commercial sexual exploitation and/or sex trafficking. It is preferable that the parent/guardian be engaged and involved with treatment, if applicable. Service delivery will be at the POETIC Trauma Therapy Center and Creative Arts Studio located in Downtown Dallas, at an unpublished location.

Youth Services Offered:

Trauma-Based therapy and/or Comprehensive Dialectical Behavior Therapy. The type of therapeutic intervention will be based on the individual need of the girl. Individual and group art therapy by a board certified and nationally registered art therapist, and individual and group music therapy by a master's level music therapist, supervised by a board-certified music therapist. Creative arts groups such as painting,

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

printmaking, sculpture, photography, creative writing, poetry, spoken word and psychodrama. Individualized education working towards a High School Diploma or GED in our on-site home-school program. Employment readiness training and job placement with business partners in Dallas or within POETIC's social enterprise programming. Case management that addresses individual needs such as access to medical care, housing and employment. Court-advocacy for girls and parents navigating juvenile justice system. Emergent supplies such as meals, clothing, and school supplies are provided. Nutritious meals serving breakfast, lunch and dinner.

Parental Services Offered:

Parents may be referred alone or with their daughters. Services for the parents can be provided immediately as soon as their daughter becomes juvenile justice involved consisting of weekly parent support group. The purpose of this group is to assist parents in increasing empathy, communication, and parenting capacity while providing psychoeducation on trauma, sexual exploitation/trafficking and its impact on their child. When needed, short-term parent individual therapy will be provided to address issues directly impacting their parenting capacity. Parent Dialectical Behavioral Therapy (DBT) Skills Group: This weekly group occurs concurrently to their daughter's DBT skills group. DBT skills group offers concrete skills focused on increasing one's ability to regulate emotions, tolerate distressful situations and feelings, effectively communicate needs.

Inclusionary Criteria:

Female or transgender female; history of child-maltreatment, suspicion or self-disclosure of commercial sexual exploitation (engaged in sexual activity in exchange for anything of value including drugs, housing, clothes, food) and/or sex trafficking. Willingness to engage in POETIC services.

PERFORMANCE IMPACT MEASURES:

The MOU assures that POETIC monitors each girls' success and reports education, employment, and shares recidivism outcomes with the Dallas County Juvenile Department. POETIC reports the following programming information for the period March 2018, to November 2018. POETIC received a total of 29 referrals from the Dallas County Juvenile Department. Of those 29 girls, 20 are in placement, and nine (9) are participating in POETIC in-community aftercare. Of the nine (9): two (2) are on probation and seven (7) are no longer on probation. Of the two (2) girls on probation, both: participated in the Pipeline to Success Program, enrolled at POETIC School for Girls and have maintained perfect attendance; both enrolled in Trauma Therapy, and engaged at the Creative Arts Studio. One of the two girls is scheduled to graduate this year with a high school diploma; both earn \$12/hr. at POETIC Design Co. and one is also participating in a \$10/hr. internship. Of the seven (7) girls' no longer on probation: four (4) completed probation successfully while at POETIC and three (3) completed probation prior to commencing POETIC aftercare. Of the four (4) girls who completed probation while at POETIC: two (2) are earning a GED through POETIC, one (1) is earning a high school diploma at POETIC, and one (1) is enrolled in public school. Two are earning \$12/hr. at POETIC Design Co., one (1) has a part time job earning \$10/hr., and two (2) are participating in a \$10/hr. internship. A POETIC representative will attend the November 26, 2018, Juvenile Board meeting to answer any Board member questions.

STRATEGIC PLAN COMPLIANCE:

This request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to trauma-informed aftercare services for youth/families involved in the juvenile justice system.

FINANCIAL IMPACT:

There is no financial impact to the Juvenile Department.

LEGAL IMPACT:

The appended MOU has been approved as to form by the Juvenile Department's Administrative Legal Advisor, Ms. Denika Caruthers. Forms 1295 and Tile VI have been completed per requirements.

RECOMMENDATION:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's MOU with POETIC from December 1, 2018, to November 30, 2019.

RECOMMENDED BY:



Darryl A. Beatty, Director
Dallas County Juvenile Department

**MEMORANDUM OF UNDERSTANDING
BETWEEN
POETIC
AND
DALLAS COUNTY JUVENILE DEPARTMENT**

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

INCORPORATED DOCUMENTS

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

- A. (Exhibit A), Attachment A, Juvenile Department Title VI Assurances.
- B. (Exhibit B), Attachment B, Certificate of Interested Parties 1295.
- C. (Exhibit C), Attachment C, Certificate of Liability Insurance.

ORDER OF PRECEDENCE

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

BACKGROUND

POETIC is a comprehensive aftercare program that equips girls, ages 12-24, who have experienced child maltreatment, commercial sexual exploitation and sex trafficking to find their voices, reclaim their narratives and persist forward through evidence-based therapeutic interventions, creative arts therapy, an on-site school, mentorship and social enterprise programming. Accessibly located in Downtown Dallas, at an unpublished location, POETIC provides programming for court-involved girls and families at no cost.

It is commonly understood that exposure to child sexual abuse is the antecedent to commercial sexual exploitation and sexual victimization, with an estimated 70-90% of youth who have been CSE falling within this category (ACYF, 2013). Such heinous exposure to trauma manifests in sexual desensitization and inability to identify and navigate healthy and safe boundaries (Bounds, Julion and Delaney, 2015; Friedma & Willis, 2013; Walker, 2013). As a result, these victims are four times more likely to abuse drugs, four times more likely to experience PTSD as adults, and four times more likely to experience major depressive disorders as adults (Zinzow, et al., 2012).

Many of these youth find their way into the juvenile justice system. Often, they suffer from an inability to properly regulate emotion; a consequence of their inability to navigate safe boundaries and cope effectively with their traumas. Sadly, studies have indicated that nationally, girls of color are overrepresented in the juvenile justice population and in residential treatment programs (Saar, Epstein, Rosenthal, & Vafa, 2013). Specific to the juvenile justice population, the DOJ Task Force on Children Exposed to Violence found that “sexual abuse was one of the strongest predictors of whether a girl will be charged again after release” (as cited by Merlan, A., 2015). History of sexual abuse as a predictor for recidivism was “stronger than behavioral problems or prior justice involvement. Further, “the period immediately after release is when girls are at the highest risk of recidivism and serious harm.” This sensitive period of potential recidivism is due to their reliance on faulty coping skills (“substance abuse and running away”). This demonstrates that there is a critical and time-sensitive window of opportunity immediately after release where the strongest need for skills development, application and practice is needed.

Within the context of social economic status, according to a 2015 report by the Urban Institute, Dallas has the highest neighborhood inequality index in the country. It is estimated that 38% of Dallas children live in poverty and 28% have inadequate food and nutrition. Considering the statistics indicating the difficulties Dallas youth and families face with regard to livable wage and access to money, it is no wonder that youth often disclose money as being a primary trigger for re-entry into the “life” of commercial sexual exploitation.

POETIC aims to look at the issue of exploitation and trafficking within the system from which it was created, through the lens of gender, race, trauma and SES. Under the leadership of HaeSung Han, Psy.D. ATR-BC, LCAT and Jennifer Tinker, POETIC was created in 2017.

PURPOSE OF THIS MEMORANDUM

To describe the ongoing mutual roles and responsibilities with regard to POETIC for youth who are under or have been under the supervision of the Dallas County Juvenile Department.

The objective is to offer in-community, after-care therapeutic services to trauma-exposed, symptomatic youth involved in the juvenile justice system with the goal of diverting youth from re-entry into the Juvenile Justice and/or criminal justice system.

PROGRAM COMPONENTS – SCOPE OF WORK

For admittance to POETIC, a girl must be between the ages of 12 and 24, be involved or have contact with the juvenile justice system, have a history of exposure to child maltreatment, commercial sexual exploitation and/or sex trafficking. It is preferable that the parent/guardian be engaged and involved with treatment, if applicable.

Service delivery will be at the POETIC located in Downtown Dallas, at an unpublished location.

Core programs provided at the POETIC Trauma Therapy Center and Creative Arts Studio include:

Youth:

- Trauma-Based therapy and/or Comprehensive Dialectical Behavior Therapy. The type of therapeutic intervention will be based on the individual need of the girl.
- Individual and group art therapy by a board certified and nationally registered art therapist.
- Individual and group music therapy by a master’s level music therapist, supervised by a board certified music therapist.
- Creative arts groups such as painting, printmaking, sculpture, photography, creative writing, poetry, spoken word and psychodrama.
- Individualized education working towards a High School Diploma or GED in our on-site home-school program.
- Employment readiness training and job placement with business partners in Dallas or within POETIC’s social enterprise programming.
- Case management that addresses individual needs such as access to medical care, housing and employment.
- Court-advocacy for girls and parent navigating juvenile justice system.
- Emergent supplies such as meals, clothing, and school supplies.
- Nutritious meals serving breakfast, lunch and dinner.

Parent:

(Please note, parents may be referred alone or with their daughters. Services for the parents can be provided immediately as soon as their daughter becomes juvenile justice involved).

- Weekly parent support group. The purpose of this group is to assist parents in increasing empathy, communication, and parenting capacity while providing psychoeducation on trauma, sexual exploitation/trafficking and its impact on their child.
- When needed, short-term parent individual therapy will be provided to address issues directly impacting their parenting capacity.
- Parent Dialectical Behavioral Therapy (DBT) Skills Group: This weekly group occurs concurrently to their daughter's DBT skills group. DBT skills group offers concrete skills focused on increasing one's ability to regulate emotions, tolerate distressful situations and feelings, effectively communicate needs.

POETIC'S INCLUSIONARY CRITERIA

- Female or transgender female
- History of child-maltreatment, suspicion or self-disclosure of commercial sexual exploitation (engaged with sexual activity in exchange of anything of value including drugs, housing, clothes, food) and/or sex trafficking.
- Willingness to engage in POETIC services.

DALLAS COUNTY JUVENILE DEPARTMENT COMMITMENT

- DCJD will not share the data outcomes provided by POETIC to any parties without written prior consent.
- DCJD will provide pertinent information related to youth's current social, emotional and psychological functioning in the form of a psychological evaluation (with parent, managing conservator, or legal guardian consent), discharge summary, and probation report for the purpose of continuity of care. Any information provided shall be kept in a confidential and secure database.

MUTUAL GOALS OF BOTH PARTIES

Both POETIC and Dallas County Juvenile Department have an interest in better serving at risk girls and offering them programs to create a pathway to success. Both parties agree to work together in developing and expanding this program so that as many youth as possible can have access to quality trauma therapy and programming that addresses the impact and symptomology of complex trauma, and aids girls in developing the skills necessary to function in and make healthy choices in their community.

Both organizations agree to protect and respect the privacy of the participants, and information from POETIC and Dallas County Juvenile Department cannot be used in a detrimental manner. Either party may disassociate from the effort without penalty or liability by so notifying the other in writing.

TERM OF MEMORANDUM

The term of this MOU shall be from December 1, 2018 to November 30, 2019. This agreement will be reviewed on an annual basis by both parties.

This MOU may be terminated upon 30 day written notice by either party. This MOU represents the entire understanding of both parties with respect to this partnership.

COMPENSATION / FUNDING

All services provided by POETIC are at no cost to the girl and family. POETIC will be responsible for acquiring funding for the delivery of the program and understands that the Dallas County Juvenile Probation Department will not be obligated to provide any funding.

POETIC warrants that they are qualified to do business in the State of Texas and it is in compliance in all material respects with all statutory and regulatory requirements for the operations of its business.

ASSURANCES

1. POETIC understands that under no circumstances should individuals working on behalf of POETIC under this MOU (included but not limited to full-time and part-time employees, contract staff, and case managers) have contact or any type of interaction with girl/families involved in program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's ORI #TX057013G.
2. POETIC understands that the names of individuals working on behalf of POETIC, under this MOU directly with youth must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.
3. POETIC understands that individuals involved directly with youth in the program must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
4. POETIC understands that individuals working directly with girls on behalf of POETIC, under this MOU (including but not limited to full-time and part-time employees, contract staff, and case managers) must be trained on Prison Rape Elimination Act.
5. POETIC understands that individuals working on behalf of POETIC, under the MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, and case managers) must comply with the Dallas County Juvenile Department's Media policy and keep all information that they become privy to concerning the members in the program confidential. Additionally, any youth who is still under the Juvenile Department jurisdiction may not have their identity revealed unless approved by the Juvenile Department AND the legal guardian.
6. POETIC will supply all materials, equipment and durable goods necessary to the program.
7. POETIC will monitor each girls' success and report educational, employment, and recidivism outcomes and share this information with the DCJD.
8. POETIC agrees that under no circumstances will they release or divulge any confidential material, information, or documents received concerning the youth covered by this MOU. On campus photography, recording, videos and digital imaging are prohibited without the explicit consent of the Executive Director, or their designee and/or the legal guardian. The Director reserves the right to deny the use of any photo or video at his/her sole discretion. In accordance with the Texas Family Code and national standards, neither the Dallas County Juvenile Department nor the Juvenile Court permit public access to case records or to any information which might lead to public disclosure of the identity of children on probation or in custody.

TITLE VI

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

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on

the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

This Agreement contains information concerning Dallas County's Title VI Assurances/Compliance Policy and Contractor responsibilities (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).

INSURANCE

It is POETIC's responsibility to ensure that it has and maintains the following insurance policies with the limits specified being the minimum:

Comprehensive General Liability (CGL) – Limit \$1,000,000 per occurrence, \$2,000,000 Aggregate inclusive of the following: Personal, Advance Injury or Death, Medical Expenses, Damages to Premises and Products/Completed Operations.

Comprehensive Automobile Insurance (CAI) – Limit \$1,000,000 per occurrence, \$2,000,000 Aggregate.

Workers Compensation or Employers Liability (if one employee or more) – Per State Statute or \$500,000 per employee each accident, each disease, etc.

Professional Liability Insurance (Errors and Omission) if performing counseling, medical or services requiring a license – Limit \$1,000,000 per occurrence, \$2,000,000 Aggregate.

Optional Insurance:

Umbrella (Excess) Liability – Limit \$1,000,000 per occurrence, \$2,000,000 Aggregate. (Exhibit C).

County agrees to waive POETIC's responsibility to carry Comprehensive Automobile Insurance as POETIC represents that it does not own any automobiles. Notwithstanding, if POETIC uses a subcontractor for transportation, i.e. Bubbl, Bubbl will be required to provide equitable insurance.

INDEMNIFICATION AND CLAIMS

POETIC, 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 POETIC 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.

POETIC will give the Dallas County Juvenile Probation Department written notice of any claim or other action brought against POETIC or the Dallas County Juvenile Probation Department in relation to the services and activities performed pursuant to this MOU, and will provide the Dallas County Juvenile Probation Department with other information related to such claim or action as requested by the Dallas County Juvenile Probation Department.

CHOICE OF LAWS AND VENUE

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

SEVERABILITY

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

SOVEREIGN IMMUNITY

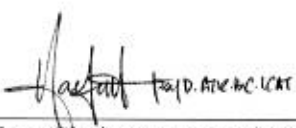
This MOU is expressly made subject to Dallas County's sovereign immunity, including, without limitation, Title 5 of the Texas Civil Remedies Code and all applicable State and Federal laws. The parties expressly agree that no provision of this MOU is in any way intended to constitute a waiver of any immunities 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.

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

DALLAS COUNTY JUVENILE BOARD:

POETIC:

BY: _____
Darryl A. Beatty, Executive Director
Dallas County Juvenile Department

BY:  _____
HaeSung Han, Chairman, Board of Directors
POETIC

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

APPROVED AS TO FORM:

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

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
Renaissance Tower
1201 Elm Street, 23rd Floor
Suite 2300-B

Dallas, Texas 75270
(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: POETIC - HAESUNG HAN


Signature, Authorized Representative of Contractor

11/6/18
Date

Co-founder - Co-CEO
Title

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2018-422542

Date Filed:
 11/05/2018

Date Acknowledged:

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

POETIC
 Dallas, TX United States

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

Dallas County Juvenile Department

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

JB-76
 In-community, after-care therapeutic and arts programming to trauma-exposed, symptomatic youth and families

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is HAESUNG HAN, and my date of birth is 11/23/80.

My address is PO Box 801025 (street), Dallas (city), TX (state), 75380 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 5th day of November 2018 (month) (year)

 Signature of authorized agent of contracting business entity (Declarant)

JUVENILE BOARD ORDER

ORDER NO: 2018-XXX

DATE: November 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 November, 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, POETIC, a Texas non-profit, is a comprehensive aftercare program that equips girls, and/or ages 12-24, who have experienced child maltreatment, commercial sexual exploitation and/or sex trafficking to find their voices, reclaim their narratives and persist forward through evidence-based therapeutic interventions, creative arts therapy, an on-site school, mentorship and social enterprise programming. Accessibly located in Downtown Dallas, at an unpublished location, POETIC provides programming for court-involved girls and families at no cost; and

WHEREAS, POETIC aims to look at the issue of exploitation and trafficking within the system from which it was created, through the lens of gender, race, trauma and social economic status. Under the leadership of HaeSung Han, Psy.D. ATR-BC, LCAT and Irie Session, MDiv., DMin., POETIC was created in 2017; and

WHEREAS, the Dallas County Juvenile Department, with Juvenile Board approval, entered into a Memorandum of Understanding (MOU) with POETIC on November 27, 2017 for a one-year period of December 1, 2017, to November 30, 2018. The Juvenile Department seeks permission from the Juvenile Board to execute the appended MOU with POETIC, to continue to offer in-community, after-care therapeutic services to trauma-exposed, symptomatic female youth for the period December 1, 2018, to November 30, 2019; and

WHEREAS, program components include: In-community, after-care therapeutic services to trauma-exposed, symptomatic female youth involved in the juvenile justice system with the goal of diverting female youth from re-entry into the Juvenile Justice and/or criminal justice system. For admittance to the POETIC Trauma Therapy Center and Creative Arts Studio, a girl must be between the ages of 12 and 24, be involved or have had contact with the juvenile justice system, have a history of child maltreatment, commercial sexual exploitation and/or sex trafficking. It is preferable that the parent/guardian be engaged and involved with treatment, if applicable. Service delivery will be at the POETIC Trauma Therapy Center and Creative Arts Studio located in Downtown Dallas, at an unpublished location; and

Youth Services Offered:

Trauma-Based therapy and/or Comprehensive Dialectical Behavior Therapy. The type of therapeutic intervention will be based on the individual need of the girl. Individual and group art therapy by a board-certified and nationally registered art therapist. Individual and group music therapy by a master's level music therapist, supervised by a board-certified music therapist. Creative arts groups such as painting, printmaking, sculpture, photography, creative writing, poetry, spoken word and psychodrama. Individualized education working towards a High School Diploma or GED in our on-site home-school program. Employment readiness training and job placement with business partners in Dallas or within POETIC's social enterprise programming. Case management that addresses individual needs such as access to medical care, housing and employment. Court-advocacy for girls and parents navigating juvenile justice system. Emergent supplies such as meals, clothing, and school supplies are provided. Nutritious meals serving breakfast, lunch and dinner.

Parental Services Offered:

Parents may be referred alone or with their daughters. Services for the parents can be provided immediately as soon as their daughter becomes juvenile justice involved consisting of weekly parent support group. The purpose of this group is to assist parents in increasing empathy, communication, and parenting capacity while providing psychoeducation on trauma, sexual exploitation/trafficking and its impact on their child. When needed, short-term parent individual therapy will be provided to address issues directly impacting their parenting capacity. Parent Dialectical Behavioral Therapy (DBT) Skills Group: This weekly group occurs concurrently to their daughter's DBT skills group. DBT skills group offers concrete skills focused on increasing one's ability to regulate emotions, tolerate distressful situations and feelings, effectively communicate needs.

Inclusionary Criteria:

Female or transgender female; history of child-maltreatment, suspicion or self-disclosure of commercial sexual exploitation (engaged in sexual activity in exchange for anything of value including drugs, housing, clothes, food) and/or sex trafficking. Willingness to engage in POETIC services.

WHEREAS,

the MOU assures that POETIC monitor each girl's success and reports education, employment, and shares recidivism outcomes with the Dallas County Juvenile Department. The MOU assures that POETIC monitors each girls' success and reports education, employment, and shares recidivism outcomes with the Dallas County Juvenile Department. POETIC reports the following programming information for the period March 2018, to November 2018. POETIC received a total of 29 referrals from the Dallas County Juvenile Department. Of those 29 girls, 20 are in placement, and nine (9) are participating in POETIC in-community aftercare. Of the nine (9): two (2) are on probation and seven (7) are no longer on probation. Of the two (2) girls on probation, both: participated in the Pipeline to Success Program, enrolled at POETIC School for Girls and have maintained perfect attendance; both enrolled in Trauma Therapy, and engaged at the Creative Arts Studio. One of the two girls is scheduled to graduate this year with a high school diploma; both earn \$12/hr. at POETIC Design Co. and one is also participating in a \$10/hr. internship. Of the seven (7) girls' no longer on probation: four (4) completed probation successfully while at POETIC and three (3) completed probation prior to

commencing POETIC aftercare. Of the four (4) girls who completed probation while at POETIC: two (2) are earning a GED through POETIC, one (1) is earning a high school diploma at POETIC, and one (1) is enrolled in public school. Two are earning \$12/hr. at POETIC Design Co., one (1) has a part time job earning \$10/hr., and two (2) are participating in a \$10/hr. internship. A POETIC representative will attend the November 26, 2018, Juvenile Board meeting to answer any Board member questions; and

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

WHEREAS, there is no financial impact to the juvenile department; and

WHEREAS, the appended MOU has been approved as to form by the Juvenile Department’s Administrative Legal Advisor, Ms. Denika Caruthers. Forms 1295 and Tile VI have been completed per requirements; and

WHEREAS, the Juvenile Department recommends approval of the MOU with POETIC from December 1, 2018, to November 30, 2019.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approves the Juvenile Department’s request to enter into a Memorandum of Understanding with POETIC, effective December 1, 2018.

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

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

Recommended by:

Approved by:

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

G.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: November 26, 2018
To: Dallas County Juvenile Board
From: Darryl A. Beatty, Director
Subject: Ratification of TechShare.Juvenile and Juvenile Case Management System - Basic 2019 Resource Sharing Addendum

Background of Issue:

On November 27, 2017, the Techshare.Juvenile and Juvenile Case Management System - Basic 2018 Resource Sharing Addendum (Court Order #2017-131) was approved by the Juvenile Board for an effective term from January 1, 2018 through December 31, 2018. Annually, the TechShare.Juvenile and Juvenile Case Management System - Basic Resource Sharing Addendum is briefed before the Juvenile Board for renewal.

The purpose of this briefing is to inform the Juvenile Board that as of November 21, 2018, Dallas County had not received the TechShare.Juvenile and Juvenile Case Management System - Basic 2019 Resource Sharing Addendum from the Texas Conference of Urban Counties (CUC). The TechShare.Juvenile and Juvenile Case Management System - Basic 2018 Resource Sharing Addendum will expire on December 31, 2018. In the event the Resource Sharing Addendum is received and presented before the Commissioner's Court prior to the expiration date, the Juvenile Department requests approval to allow the Chairman of the Juvenile Board to sign the TechShare.Juvenile and Juvenile Case Management System - Basic 2019 Resource Sharing Addendum prior to the expiration date.

Project Schedule/Implementation:

The project is ongoing. The anticipated effective date is from January 1, 2019 through December 31, 2019.

Recommendation:

It is recommended the Juvenile Board approve the Chairman of the Juvenile Board to sign the TechShare.Juvenile and Juvenile Case Management System - Basic 2019 Resource Sharing Addendum.

Recommended by:

A handwritten signature in blue ink that reads "Darryl Beatty".

Darryl A. Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2018-XXX
DATE: November 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 November, 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,** on November 27, 2017, the TechShare.Juvenile and Juvenile Case Management System - Basic 2018 Resource Sharing Addendum (Court Order #2017-131) was approved by the Juvenile Board for an effective term from January 1, 2018 through December 31, 2018; and

- WHEREAS,** annually, the TechShare.Juvenile and Juvenile Case Management System – Basic Resource Sharing Addendum is briefed before the Juvenile Board for renewal; and

- WHEREAS,** as of November 21, 2018, Dallas County had not received the TechShare.Juvenile and Juvenile Case Management System - Basic 2019 Resource Sharing Addendum from the Texas Conference of Urban Counties (CUC). The TechShare.Juvenile and Juvenile Case Management System - Basic 2018 Resource Sharing Addendum will expire on December 31, 2018; and

- WHEREAS,** in the event the Resource Sharing Addendum is received and presented before the Commissioner’s Court prior to the expiration date, the Juvenile Department requested approval to allow the Chairman of the Juvenile Board to sign the TechShare.Juvenile and Juvenile Case Management System - Basic 2019 Resource Sharing Addendum prior to the expiration date; and

- WHEREAS,** the project is ongoing. The anticipated effective date will be from January 1, 2019 through December 31, 2019.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Juvenile Board Chairman to sign the TechShare.Juvenile and Juvenile Case Management System - Basic 2019 Resource Sharing Addendum.

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

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

H.



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

MEMORANDUM

Date: November 26, 2018
To: Dallas County Juvenile Board
From: Darryl A. Beatty, Director
Subject: Juvenile Processing Offices – Dallas Independent School District Police Department, Duncanville Independent School District Police Department and Grand Prairie 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 a number of 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:

Dallas Independent School District Police Department

The Dallas Independent School District (DISD) Police Department's Juvenile Processing Offices; Holding Rooms A&B, Report Room, and Shift Briefing Room located at 1402 Seegar Street, Dallas, Texas 75215 were previously designated as approved Juvenile Processing rooms on September 25, 2017, by this Department and the Dallas County Juvenile Board.

The DISD Police Department is moving to a new building and will no longer need the processing offices located at 1402 Seegar Street, Dallas, Texas 75215 beyond December 31, 2018, to allow full transition into the new building. The DISD Police Department will now operate out of their new building located at 2500 S. Ervay Street, Dallas, Texas 75215. The complete transition will occur throughout the month of December 2018. With the DISD Police Department moving into a new location, new Juvenile Processing offices will be designated. The proposed juvenile processing offices for approval are: Juvenile Processing Office Report Room #110 and Juvenile Holding Rooms 1, 2, 3, and 4. These rooms are located at 2500 S. Ervay Street, Dallas, Texas 75215.

In response to the Juvenile Department's commitment to review all previously approved and any new Juvenile Processing Offices, the DISD Police Department's Juvenile Processing Office Report Room #110 and Juvenile Holding Rooms 1, 2, 3, and 4 were personally inspected by Rudy Acosta, Deputy Director of Probation Services on October 17, 2018, and he has determined this site is suitable as a Juvenile Processing Office. The designated rooms are clearly identified with affixed signage.

In addition, during the site visit specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Communications Manager Wilford Davis. The

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training provided the Agency representative with information from Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice and Delinquency 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.

Referral Demographics:

Calendar Year	Number of Referrals	Racial/Ethnic Comparison			Gender Comparison	
		Black	Hispanic	White	Male	Female
2016	224	94 (42.0%)	125 (55.8%)	5 (2.2%)	177 (79.0%)	47 (21.0%)
2017	246	117 (47.6%)	125 (50.8%)	4 (1.6%)	180 (73.2%)	66 (26.8%)

For comparison purposes, the following information pertains to the City of Dallas demographic data and the Dallas ISD Student Profile report required by the Texas Education Agency.

City of Dallas Demographic Data			
Black	Hispanic	White	Other
24%	41.4%	29.2%	5.4%
Dallas ISD Texas Academic Performance Report			
Black	Hispanic	White	Other
12.6%	52.4%	28.1%	6.9%

Duncanville Independent School District Police Department

The Mansfield Independent School District Police Department operated the following Juvenile Processing Offices and they were previously designated as approved sites by this Department and the Dallas County Juvenile Board on February 26, 2018. These sites will remain as Juvenile Processing Offices but will be operated by the Duncanville Independent School District (ISD) Police Department. The Duncanville ISD established a Police Department on November 12, 2018. The Duncanville ISD Police Department will provide Peace Officer Services – also known as School Resource Officer. As a result, the following previously designated Duncanville ISD schools will be recertified under Duncanville 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 February 26, 2018.

In response to the Juvenile Department’s commitment to review all previously approved Juvenile Processing Offices bi-annually, this site was personally inspected by Roger Taylor, Manager of Probation Services, on October 25, 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, B167A, L105 L105A, 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 February 26, 2018.

In response to the Juvenile Department’s commitment to review all previously approved Juvenile Processing Offices bi-annually, these sites at were personally inspected by Roger Taylor, Manager of Probation Services on October 25, 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 February 26, 2018.

In response to the Juvenile Department’s commitment to review all previously approved Juvenile Processing Offices bi-annually, this site was personally inspected by Roger Taylor, Manager of Probation Services on October 25, 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 February 26, 2018.

In response to the Juvenile Department’s commitment to review all previously approved Juvenile Processing Offices bi-annually, this site was personally inspected by Roger Taylor, Manager of Probation Services on October 25, 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, Chief Chavela Hampton of the Duncanville ISD 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.

Referral Demographics:

In 2016 & 2017, Dallas County Schools Police Department provided services for Duncanville ISD.

Calendar Year	Number of Referrals	Racial/Ethnic Comparison			Gender Comparison	
		Black	Hispanic	White	Male	Female
2016	72	53 (73.6%)	18 (25%)	1 (1.4)	54 (75%)	18 (25%)
2017	50	42 (84%)	8 (16%)	0 (0%)	38 (76%)	12 (24%)

For comparison purposes, the following information pertains to the City of Duncanville demographic data and the Duncanville ISD Student Profile report required by the Texas Education Agency.

City of Duncanville Demographic Data			
Black	Hispanic	White	Other
34.4%	37.6%	26.5%	1.6%
Duncanville ISD Texas Academic Performance Report			
Black	Hispanic	White	Other
10.2%	26.6%	59.8%	3.4%

Grand Prairie Police Department

The Grand Prairie Police Department maintains Juvenile Processing Offices located on the campus of South Grand Prairie High School, 301 W. Warrior Trail, Grand Prairie, Texas 75052. The rooms were previously designated as approved Juvenile Processing Offices on September 25, 2017, by this Department and the Dallas County Juvenile Board.

The Juvenile Processing Offices at South Grand Prairie High School were recently modified as follows:

Previous Designation

South Grand Prairie High School
 Rooms A122 and H254
 301 W. Warrior Trail
 Grand Prairie, Texas 75052

Current Designation

South Grand Prairie High School
 Rooms A110 and H2523C
 301 W. Warrior Trail
 Grand Prairie, Texas 75052

In response to the Juvenile Department’s commitment to review all previously approved and any modified Juvenile Processing Offices, the Grand Prairie Police Department’s Juvenile Processing Offices, Rooms A110 and H2523C, located at South Grand Prairie High School, 301 W. Warrior Trail, Grand Prairie, Texas 75052 were personally inspected by Leah Probst, Pre-Adjudication Manager, on October 30, 2018. The designated rooms were determined to be suitable as Juvenile Processing Offices and clearly identified with affixed signage.

In addition, during the site visit specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representatives, Chris Moore and Edward Rahman. The training provided the Agency representatives with information from Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice and Delinquency Prevention Act outlining the requirements of operating a Juvenile Processing Office and the specifics associated with the handling of juveniles in the Juvenile Processing Office. The training document was signed by the Agency representatives and a copy will be maintained by the Juvenile Department.

Referral Demographics:

Calendar Year	Number of Referrals	Racial/Ethnic Comparison			Gender Comparison	
		Black	Hispanic	White	Male	Female
2016	191	53 (27.7%)	120 (62.8%)	18 (9.4%)	144 (75.4%)	47 (24.6%)
2017	181	58 (32.0%)	100 (55.2%)	23 (12.7%)	138 (76.2%)	43 (23.8%)

For comparison purposes, the following information pertains to the City of Grand Prairie demographic data and the Grand Prairie ISD Student Profile report required by the Texas Education Agency.

City of Grand Prairie Demographic Data			
Black	Hispanic	White	Other
22%	46%	23%	9%
Grand Prairie ISD Texas Academic Performance Report			
Black	Hispanic	White	Other
18.0%	64.5%	12.1%	5.4%

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 Texas Family Code §52.025, the Juvenile Board of Dallas County has prescribed and ordered each law enforcement agency in Dallas County the conditions for operating a Juvenile Processing Office be amended and adopted as follows:

SECTION 1. Except as provided by Texas Family Code §52.02(c), a person taking a child into custody shall do so without unnecessary delay and without first taking the child to any place other than a designated Juvenile Processing Office;

SECTION 2. The following are offices or rooms designated by the Juvenile Board where a child who has been taken into custody under Texas Family Code §52.01 may be taken pursuant to Texas Family Code §52.025, and as such are designated as Juvenile Processing Offices; and

The Juvenile Board requires that a child may be detained in a designated Juvenile Processing Office only for:

- (1) the return of the child to the custody of a person under Texas Family Code §52.02(a)(1);
- (2) the completion of essential forms and records required by the juvenile court or Title 3 of the Texas Family Code;
- (3) the photographing and fingerprinting of the child if otherwise authorized at the time of temporary detention Title 3 of the Texas Family Code;
- (4) the issuance of warnings to the child as required or permitted by Title 3 of the Texas Family Code; or
- (5) the receipt of a statement by the child under Texas Family Code §51.095(a)(1), (2), (3), or (5).

The Juvenile Board also requires that:

- (1) a child may not be left unattended in a juvenile processing office and is entitled to be accompanied by the child's parent, guardian, or other custodian or by the child's attorney; and
- (2) a child may not be detained in a juvenile processing office for longer than six hours.

Recommendation:

The Juvenile Department recommends that the Juvenile Board approve the Juvenile Processing Offices for the Dallas Independent School District Police Department, Report Room #110 and Juvenile Holding Rooms 1, 2, 3, and 4, located at 4500 S. Ervay Street, Dallas, Texas 75215.

The Juvenile Department also recommends that the Juvenile Board decertify previously approved Juvenile Processing offices for the Dallas Independent School District Police Department, Holding Room A&B, Report Room, and Shift Briefing Room located at 1402 Seegar Street, Dallas, Texas 75215. This will be effective December 31, 2018.

The Juvenile Department also recommends that the Juvenile Board approve the Juvenile Processing Offices for the Duncanville 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, B167A, L105 L105A, 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; and Reed Middle School, room 115, located at 530 E. Freeman Rd., Duncanville, TX 75116.

The Juvenile Department also recommends that the Juvenile Board approve the modifications to the Juvenile Processing Offices for the Grand Prairie Police Department, Rooms A110 and H2523C, located at South Grand Prairie High School, 301 W. Warrior Trail, Grand Prairie, Texas 75052.

Recommended by:



Darryl A. Beatty, Director
Dallas County Juvenile Department

**JUVENILE PROCESSING OFFICE DESIGNATIONS
DALLAS COUNTY JUVENILE BOARD
(Revised 11/26/18)**

- 1) Addison Police Department
Juvenile Processing / Briefing Room
4799 Airport Parkway
Addison, TX 75001 972-450-7108
Records Supervisor, Jessica Morgan
- 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
- 3) Baylor Scott & White Health Dept. of Public Safety
Police Supervisors Room, Room 100.10-100.13
4005 Crutcher Street, Ste 100
Dallas, TX 75246
Det. Marlena Colvin 214-820-7694
Sgt. Daniel Royalty 214-820-7694
- 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
- 5) Cedar Hill ISD Police Department
Multiple Purpose room
Juvenile Processing Offices, Room #1 & #2
504 E. Beltline Rd.
Cedar Hill, TX 75104
Lt. Carlos Below 469-272-2088
- 6) Cedar Hill Marshal's Office
285 Uptown Boulevard, Room 7108
Cedar Hill, TX 75014
Chief Leland Herron 972 291-1500 Ext.1048
- 7) 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)
- 8) Cockrell Hill Police Department
Juvenile Processing Office
4125 W. Clarendon Drive
Dallas, TX 75211
Lt. Heraldo Hinojosa 214-939-4141
- 9) Coppell Police Department
Room 125/ Juvenile Processing Room
130 S. Town Center Blvd.
Coppell, TX 75019
Sgt. John Rebman 972-304-3598
- 10) Dallas County Community College Police Department / Room N112E
Eastfield College – Main Campus
3737 Motley Dr.
Mesquite, Texas 75150
Commander Michael Horak 972-860-8344

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11) 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

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

13) 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

14) 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

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

16) Dallas County Sheriff's Department
Dallas County JJAEP Rooms 203 and 209
1673 Terre Colony Ct.
Dallas, TX 75212
Terrence Mays 214-597-8513
Samuel Claiborne 214-280-3253

17) Dallas County Sheriff's Department
Coppell Middle School West
2701 Ranch Trail
Dallas, TX 75019
Manuel Perez 214-395-41303
Stephen Crumb 214-735-1067

18) Dallas Independent School District P.D.
Holding Rooms A&B, Report Room
Shift Briefing Room
1402 Seegar Street, Dallas, Texas 75215
Communications Manager Wilford Davis
214-932-5613

19) Dallas Independent School District P.D.
Juvenile Processing Office Report Room # 110,
Juvenile Holding Rooms 1, 2, 3, 4
2500 S. Ervay Street Dallas, TX 75215
Communications Manager Wilford Davis
214-932-5613

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

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

22) 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

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23) Duncanville ISD PD - Byrd Middle School
"Juvenile Processing Center" Room # 200F
1040 W. Wheatland Road
Duncanville, TX 75116
Chief Chavela Hampton 972-708-3490

29) Garland Police Department
Room J1008 & J1015
1900 W. State Street
Garland, TX 75042
Supervisor Don McDonald 972-485-4891

24) Duncanville ISD PD -Duncanville High School
Rooms L105, L105A, B167 & B167A,
900 W. Camp Wisdom Rd.
Duncanville, TX 75116
Chief Chavela Hampton 972-708-3490

30) 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@glenheightstx.gov

25) Duncanville ISD PD- Kennemer Middle School
Room 100C
7101 W. Wheatland Road
Dallas, TX 75249
Chief Chavela Hampton 972-708-3490

31) South Grand Prairie High School
Rooms A110 and H2523C
301 W. Warrior Trail
Grand Prairie, TX 75052
Off. Chris Moore / Off. Edward Rahman
972-522-2560 / 972-343-1600

26) Duncanville ISD PD - Reed Middle School
"Juvenile Processing Center" Room # 115
530 E. Freeman Road
Duncanville, TX 75116
Chief Chavela Hampton 972-708-3490

32) 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

27) Duncanville Police Department
Lobby - Juvenile Processing Room
203 E. Wheatland Rd
Duncanville, TX 75116
Chief Chavela Hampton 972-708-3490

33) Grand Prairie High School
Room 501
101 High School Drive
Grand Prairie, TX 75050
Off. Rayford Star 972-809-5707

28) Farmers Branch Police Department
Juvenile Sect Rm. /Rm. 156
Interview Room 204
3723 Valley View Ln.
Farmers Branch, TX 75244
Sgt. Dale Sikorsky 972-919-9352

34) Grand Prairie Johnson D.A.E.P.
Room 16
650 Stonewall Drive
Grand Prairie, TX 75052
Off. Louis Whittington 972-522-7007

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- 35) Grand Prairie P.D.
Rooms J1, J2, J3, J4, J5, J6, 1008A, 1009, 1010 & 1029
1525 Arkansas Lane
Grand Prairie, TX 75050
Manager Teresa Coomes 972-237-8746
- 36) Grand Prairie Young Men's Leadership Academy at Kennedy MS, Room B102
2205 SE 4th Street
Off. Adrian Gilmore 972-522-3688
- 37) 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
- 38) 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
- 39) Hutchins Police Department
Patrol/Briefing Room
205 W. Hickman
Hutchins, TX 75141
Sgt. Frank Garcia 972-225-2225
- 40) 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
- 41) Irving Police Department
Report Writing Room
5992 Riverside Dr.
Irving, TX 75039
Lt. Christopher Summers 972-721-2456
- 42) Lancaster ISD P.D.-Headquarters
Juvenile Processing Room 603
814 W. Pleasant Run Road
Lancaster, TX 75134
Chief Le'Shai Maston 214-784-4878
- 43) Lancaster ISD P.D.-Lancaster High School
'Juvenile Processing Office'
Police Office, Room C126A
200 Wintergreen Rd.
Lancaster, TX 75134
Chief LeShai Maston 214-784-4878
- 44) Lancaster P.D.
Rooms A148 & B122
1650 North Dallas Avenue
Lancaster, TX 75134
CID Sergeant Erick Alexander 972-218-2739
- 45) Methodist Health System P.D. - Charlton
3500 W. Wheatland-Juvenile Processing Office
Dallas, TX 75203
Sgt. Deon Simmons 214-947-7705
- 46) Methodist Health System P.D.-Dallas
Front Lobby
1441 N. Beckley Ave
Dallas, TX 75203
PO Keviin Quilens 214-947-8899

- 47) 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
- 48) Richardson P.D.
Youth Crimes Unit/Rooms D-207, D208 & D211
140 North Greenville Avenue
Richardson, TX 75081
Sgt. La'Evening Woodard 972-744-4903
- 49) Rowlett Police Department
Room 3, Juvenile Processing Room
4401 Rowlett Road
Rowlett, TX 75088
Lt. David Nabors 972-412-6215
Detective David Mayne 972-412-6292
- 50) Sachse Police Department
Juvenile Division & Youth Holding Area
Rooms PS116 and PS118
3815 Sachse Rd.
Sachse, TX 75048
Lt. Steve Norris 469-429-9823
- 51) Seagoville Police Department
Law Enforcement Center -
Interview Room and Patrol Room
600 North Highway 175
Seagoville, TX 75159
Manager Christine Dykes 972-287-6834
- 52) Southern Methodist University Police Dept.
Briefing Room 214
3128 Dyer Street Dallas, TX 75205
Lt. Brian Kelly 214-768-1577
- 53) University Park P.D.
Room 215, 2nd Floor
3800 University Boulevard
Dallas, TX 75205
Lieutenant John Ball 214-987-5360
- 54) UT Southwestern Medical Center Police Dept.
Room BLC 214 & BLC 228
6303 Forest Park Road
Dallas, TX 75390-9027
Lt. Adam Jones 214-633-1633
- 55) Wilmer Police Department
Warrant Room and Patrol Room
219 E. Beltline Rd.
Wilmer, TX 75172
Lt. Eric Pon 972-441-6565

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JUVENILE BOARD ORDER

ORDER NO: 2018-XXX
DATE: November 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 November 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 Texas Family Code §52.025; and

WHEREAS, the Dallas Independent School District (DISD) Police Department's Juvenile Processing Offices; Holding Rooms A&B, Report Room, and Shift Briefing Room located at 1402 Seegar Street, Dallas, Texas 75215 were previously designated as approved Juvenile Processing rooms on September 25, 2017, by this Department and the Dallas County Juvenile Board; and

WHEREAS, The DISD Police Department is moving to a new building and will no longer need the processing offices located at 1402 Seegar Street, Dallas, Texas 75215 beyond December 31, 2018, to allow full transition into the new building. The DISD Police Department will now operate out of their new building located at 2500 S. Ervay Street, Dallas, Texas 75215. The complete transition will occur throughout the month of December 2018. With the DISD Police Department moving into a new location, new Juvenile Processing offices will be designated. The proposed juvenile processing offices for approval are: Juvenile Processing Office Report Room #110 and Juvenile Holding Rooms 1, 2, 3, and 4. These rooms are located at 2500 S. Ervay Street, Dallas, Texas 75215; and

WHEREAS, In response to the Juvenile Department's commitment to review all previously approved and any new Juvenile Processing Offices, the DISD Police Department's Juvenile Processing Office Report Room #110 and Juvenile Holding Rooms 1, 2, 3, and 4 were personally inspected by Rudy Acosta, Deputy Director of Probation Services on October 17, 2018, and he has determined this site is suitable as a Juvenile Processing Office. The designated rooms are clearly identified with affixed signage; and

WHEREAS, the Dallas Independent School District Police Department’s Juvenile Processing Offices comply 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; and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the Juvenile Processing Offices for the Dallas Independent School District Police Department, Report Room #110 and Juvenile Holding Rooms 1, 2, 3, and 4, located at 4500 S. Ervay Street, Dallas, Texas 75215. In addition, **IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board decertifies previously approved Juvenile Processing offices for the Dallas Independent School District Police Department, Holding Room A & B, Report Room, and Shift Briefing Room located at 1402 Seegar Street, Dallas, Texas 75215 effective December 31, 2018.

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

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

JUVENILE BOARD ORDER

ORDER NO: 2018-XXX

DATE: November 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 November 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 Texas Family Code §52.025; and

WHEREAS, the Grand Prairie Police Department maintains Juvenile Processing Offices located on the campus of South Grand Prairie High School, 301 W. Warrior Trail, Grand Prairie, Texas 75052. The rooms were previously designated as approved Juvenile Processing Offices on September 25, 2017, by this Department and the Dallas County Juvenile Board; and

WHEREAS, the Juvenile Processing Offices at South Grand Prairie High School were recently modified as follows:

<u>Previous Designation</u>	<u>Current Designation</u>
South Grand Prairie High School Rooms A122 and H254 301 W. Warrior Trail Grand Prairie, Texas 75052	South Grand Prairie High School Rooms A110 and H2523C 301 W. Warrior Trail Grand Prairie, Texas 75052

WHEREAS, in response to the Juvenile Department's commitment to review all previously approved and any modified Juvenile Processing Offices, the Grand Prairie Police Department's Juvenile Processing Offices, Rooms A110 and H2523C, located at South Grand Prairie High School, 301 W. Warrior Trail, Grand Prairie, Texas 75052 were personally inspected by Leah Probst, Pre-Adjudication Manager, on October 30, 2018. The designated rooms were determined to be suitable as Juvenile Processing Offices and clearly identified with affixed signage; and

WHEREAS, the Grand Prairie Police Department's Juvenile Processing Offices comply 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; and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the modifications to the Juvenile Processing Office for the Grand Prairie Police Department, Rooms A110 and H2523C, located at South Grand Prairie High School, 301 W. Warrior Trail, Grand Prairie, Texas 75052.

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

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

JUVENILE BOARD ORDER

ORDER NO: 2018-XXX

DATE: November 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 November 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 Mansfield Independent School District Police Department operated the following Juvenile Processing Offices and they were previously designated as approved sites by this Department and the Dallas County Juvenile Board on February 26, 2018. These sites will remain as Juvenile Processing Offices but will be operated by the Duncanville Independent School District (ISD) Police Department. Duncanville ISD established a Police Department on November 12, 2018. The Duncanville ISD Police Department will provide Peace Officer Services – also known as School Resource Officer. As a result, the following previously designated Duncanville ISD schools will be recertified under Duncanville ISD Police Department; 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 February 26, 2018. 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 October 25, 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, B167A, L105 L105A, 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 February 26, 2018. 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 October 25, 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 February 26, 2018. 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 October 25, 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 February 26, 2018. 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 October 25, 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 Chief Chavela Hampton of the Duncanville ISD 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 designation of the Duncanville 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, B167A, L105 L105A, 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 Offices.

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

Darryl A. Beatty, Executive Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

I.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

**Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer**

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

MEMORANDUM

Date: November 26, 2018
To: Dallas County Juvenile Board
From: Darryl A. Beatty, Director
Subject: Request to release a Request for Proposals (RFP) for New FY2019 Residential Services Contracts

Background of Issue:

The Dallas County Juvenile Department historically contracts with community-based providers for residential services. The Juvenile Department began FY2018 with a total of fourteen (14) residential services contracts, all of which were approved by the Juvenile Board on May 22, 2017, under RFP No. 2017-018-6642, through Board Order No. 2017-051. On September 24, 2018, the Juvenile Board authorized the renewal of those contracts for use as residential placement options during FY2019 (Board Order No. 2018-098).

The Juvenile Department has assessed its options for residential treatment and identified gaps in services that must be filled in order to meet the needs of the youth that we serve. In addition to the current residential services repertoire, the Department needs residential treatment options for youth with the following characteristics:

FEMALES

1. Substance Abuse Treatment specifically targeting the use of opiates and/or inhalants
2. Substance Abuse Programming/Dual Diagnosis
3. Substance Abuse Treatment with an On-Campus Education Component
4. Sex Offender Treatment
5. Dialectical Behavioral Therapy (DBT)
6. Child Placing Agency (Foster Care Services)
7. Fire Setters
8. Transitional Living Program Component
9. Services for Special Needs Clients with Low IQ
10. Highly Structured Programs for Aggressive Females
11. Treatment for Psychological/Psychiatric Issues
12. Non-secure Programs for Pregnant Girls
13. Mother/Baby Programs for Female Juveniles and their Babies

MALES

1. Substance Abuse Treatment specifically targeting the use of opiates and/or inhalants
2. Substance Abuse Programming/Dual Diagnosis
3. Substance Abuse Treatment with an On-Campus Education Component
4. Highly Structured Programs for Aggressive Males
5. Services for Special Needs Clients with Low IQ

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

6. Dialectical Behavioral Therapy (DBT)
7. Child Placing Agency (Foster Care Services)
8. Fire Setters
9. Transitional Living Program Component
10. Treatment for males age 12 and under

The purpose of this briefing is to secure Juvenile Board approval to release the RFP for new residential services contracts for FY2019. If approved, this action will afford the Department greater options and a wider array of residential treatment services for youth.

Impact On Operations And Maintenance:

Contract Services will assist the Dallas County Purchasing Department with the release of the RFP. Contract Services will facilitate the RFP evaluation process, make recommendations for contract award and administer/monitor the contracts once approved.

Placement Services will identify and recommend appropriate placement facilities for referred youth based on each youth's individual needs and the ability of each facility to meet those needs. Subsequent to the recommendation of Placement Services, the District Courts will court-order youth to the residential treatment facility.

Strategic Plan Compliance:

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

Legal Information:

The RFP was developed by Contract Services using standard language required by the Juvenile and Purchasing Departments. The RFP has been submitted to the Purchasing Department for content approval. The document has been approved as to form by Ms. Denika Caruthers, Administrative Legal Advisor for the Juvenile Department. The RFP is included in this brief as Attachment One.

Financial Impact/Considerations:

The residential services contracts are funded from the Juvenile Department's general fund and through grants provided by the Texas Juvenile Justice Department (TJJD). The Juvenile Department will continue to increase its efforts to capture any reimbursable placement costs through Title IV-E, Medicaid, and any other source. The Department will continue to make every effort to place IV-E eligible youth in appropriate IV-E approved facilities as we receive partial placement cost reimbursement for those youth. This financial information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Performance Measures Impact:

The Texas Juvenile Justice Department requires that grant recipients have performance goals and objectives included in all service provider contracts. The Department will set FY2020 performance goals and objectives based on FY2019 performance outcomes, which include, but are not limited to, length of stay, successful program completion and recidivism criteria. The RFP respondents, who are awarded a contract under this RFP, will be notified of these targets and informed that their performance and individual evaluation scores will be the impetus in recommending contract renewal.

Project Schedule/Implementation:

The RFP schedule is as follows:

<i>Release RFP:</i>	<i>Monday, January 7, 2019</i>
<i>Pre-Bid Conference:</i>	<i>Friday, January 18, 2019</i>
<i>Proposals due to the Purchasing Department:</i>	<i>Monday, February 4, 2019</i>
<i>Recommendations to Juvenile Board:</i>	<i>Monday, March 26, 2019</i>
	<i>Monday, April 1, 2019</i>

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the recommendation by the Juvenile Department to release the Request for Proposals for new FY2019 residential contract services.

Recommended by:



Darryl A. Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2018 -XXX

DATE: November 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 November, 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 Department historically contracts with community-based providers for standard residential services; and

WHEREAS, the Juvenile Department began FY2018 with a total of fourteen (14) residential services contracts, all of which were approved by the Juvenile Board on May 22, 2017, under Request for Proposals (RFP) No. 2017-018-6642, through Board Order No. 2017-051; and

WHEREAS, on September 24, 2018, the Juvenile Board authorized the renewal of those contracts for use as residential placement options during FY2019 (Board Order No. 2018-098); and

WHEREAS, the Juvenile Department has assessed its options for residential treatment and identified gaps in services that must be filled in order to meet the needs of the youth that we serve; and

WHEREAS, the Juvenile Department is requesting the Juvenile Board's approval to release an RFP to solicit proposals for new FY2019 residential services contracts; and

WHEREAS, the residential services contracts will be funded from the Juvenile Department's general fund and through grants provided by the Texas Juvenile Justice Department (TJJD); and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board of Dallas County approves the request of the Dallas County Juvenile Department to release an RFP to solicit proposals for new FY2019 residential services contracts.

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

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

J.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

**Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer**

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

MEMORANDUM

Date: November 26, 2018
To: Dallas County Juvenile Board
From: Darryl A. Beatty, Director
Subject: Approval Memorandum of Understanding Renewal between Gulf Coast Trades Center, Workforce Development Grant and Dallas County Juvenile Department

Background of Issue:

Since approximately 1991, the Dallas County Juvenile Department has contracted with Gulf Coast Trades Center (GCTC) for the provision of residential placement services for Dallas County youth involved in the juvenile justice system. Services offered by GCTC include, but are not limited to, vocational skills training, academic preparation, employability skills training, counseling, career development and job development.

The Juvenile Board authorized contract award to GCTC under Request for Proposals No. 2017-018-6642 on May 22, 2017 (Order No. 2017-051). On September 24, 2018, under Juvenile Board Order No. 2018-098, the Juvenile Board authorized renewal of the residential services contract with GCTC for FY2019.

In 2003, GCTC, the Juvenile Department and the Workforce Solutions Greater Dallas began a collaborative effort to provide vocational training, intensive job placement and retention services to selected youth referred to GCTC by the Juvenile Department. The Workforce Innovation and Opportunity Act (WIOA), Title I, Out of School Youth Program is funded through a Workforce Development grant. A Memorandum of Understanding (MOU) between GCTC and the Juvenile Department supports this initiative.

The purpose of this briefing is to request the Juvenile Board's approval to continue the MOU between GCTC and the Juvenile Department, which will allow seventeen (17) Dallas County youth to carryover from FY2018 and six (6) new Dallas County youth, in residential placement at GCTC, to enroll in the WIOA, Title I, Out of School Youth Program during FY2019.

Operations Impact:

The grant objective is to assist youth in obtaining basic skills, occupational skills and work maturity. Initially, the youth are evaluated and assessed using tools such as Career Connections and Pre-Employment Work Maturity. Based on information obtained in the assessment process, the youth are placed in vocation and skills training programs designed to develop skills and self-confidence necessary to succeed in the occupation to which they are most inclined. The vocation component operates in conjunction with the academic components, which provides the students with the opportunity to obtain their high school diploma or GED. Students are routinely pre and post-tested using the Test of Adult Basic Education (TABE), which is designed to monitor grade level gains.

The WIOA Title I, Out of School Youth program helps prepare youth for post-secondary educational opportunities or employment. Key components of the program are:

1. Dropout prevention
2. Study skills training

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

3. Adult mentoring
4. Alternative school services
5. Follow-up services
6. Leadership development
7. Basic education
8. Occupational skills training
9. Tutoring
10. Paid and unpaid work experience
11. Comprehensive guidance counseling

Performance Impact:

A total of twenty-seven (27) Dallas County youth participated in the WIOA program under the MOU during FY2018. Twenty-four (24) of the twenty-seven (27) were new Dallas County enrollees and the remaining three (3) were carry-overs from the previous year.

Of the twenty-seven (27) participants, seventeen (17) are actively working towards their certification as indicated below.

# Youth	Pending Certifications
4	Automotive Technician Vocation Training
9	Building Trades Vocation Training, includes: Occupational Safety and Health Act (OSHA 10) certification; National Center for Construction Education and Research (NCCER) certification.
2	Culinary Arts Vocational Training, Food Handlers Certification, Occupational Safety and Health Act (OSHA 10) certification;
2	Horticulture Vocational Training, Junior Masters Certification

Five (5) youth completed the program and attained the certifications listed below.

# Youth	Certifications Attained
1	Building Trades Vocation Training, includes: Occupational Safety and Health Act (OSHA 10) certification; National Center for Construction Education and Research (NCCER) certification.
3	Culinary Arts Vocational Training, Food Handlers Certification, Occupational Safety and Health Act (OSHA 10) certification;
1	Horticulture Vocational Training, Junior Masters Certification

The remaining five (5) WIOA program participants did not complete their programs. One (1) youth was administratively discharged from the facility by Dallas County after 34 days, upon reaching his 18th birthday. Four (4) youth failed to adjust at the facility and were unsuccessfully discharged.

The post-discharge attainment outcomes for employment and secondary education are tracked through the contractor's quarterly follow-up contacts with successfully discharged youth. GCTC reports a 60% post-discharge employment/post-secondary education attainment rate for the FY2018 enrollees.

Regarding the education component of the program, GCTC reports that during the FY2018 report period, three (3) of the participating youth obtained their GED's and 100% of the successfully discharged youth enrolled during

FY2018 showed grade level gains according to their TABE pre and post-tests results. In addition, the service provider reports that thirteen (13) of the participants earned an average of five (5) academic credits each.

Strategic Plan Compliance:

The current recommendation is consistent with vision 3 of Dallas County's Strategic Plan: *Dallas County is safe, secure, and prepared*, as evidenced by *the coordination of programs and services to reduce crime* while allocating resources across the County and impacting the lives of youth by empowering them to have greater educational and vocational options.

Legal Information:

The MOU between Dallas County Juvenile Department and Gulf Coast Trades Center was developed by Contract Services and approved as to form by Administrative Legal Advisor, Ms. Denika Caruthers. The signature of the Chairman of the Juvenile Board is required on the agreement. The MOU document is included in this briefing as Attachment One.

Financial Impact / Considerations:

Under the Juvenile Department's current residential services contract with GCTC, the Juvenile Department pays a per diem of \$125.48 for youth in residential placement at the facility. Through the MOU, Workforce Solutions Greater Dallas will pay \$62.74 (50%) of the daily placement cost for twenty-three (23) Dallas County youth participating in the grant program at GCTC. The Juvenile Department will be responsible for the remaining \$62.74 (50%) of the daily placement cost for those youth. This grant reimbursement rate was effective October 1, 2018.

Beginning January 1, 2019, through September 30, 2019, the per diem will be adjusted to \$162.30 for each youth in residential placement at the facility. Thus, beginning January 1, 2019, through the MOU, Workforce Solutions Greater Dallas will pay \$81.15 (50%) of the daily placement cost for each of the twenty-three (23) Dallas County youth participating in the grant program at GCTC. The Juvenile Department will be responsible for the remaining \$81.15 (50%) of the daily placement cost for those youth.

The GCTC residential services contract is funded from the Juvenile Department's general fund and through grants provided by the Texas Juvenile Justice Department (TJJD). This financial information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the request of the Dallas County Juvenile Department to continue the Memorandum of Understanding between the Juvenile Department and Gulf Coast Trades Center, which will allow twenty-three (23) Dallas County youth to participate in the WIOA, Title I, Out of School Youth Program during FY2019. It is further recommended that the Chairman of the Juvenile Board be authorized to sign the MOU documents on behalf of the Dallas County Juvenile Board.

Recommended by:


Darryl A. Beatty, Director
Dallas County Juvenile Department

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), effective upon the date of execution by both parties, is entered by and between Gulf Coast Trades Center ("GCTC"), and Dallas County Juvenile Department ("DCJD"), a governmental entity.

Gulf Coast Trades Center and the Dallas County Juvenile Department have worked together since 2003 with Dallas County Local Workforce Development Board to provide residential vocational training and intensive job placement and retention services to selected youth referred by the DCJD. Gulf Coast Trades Center has been awarded a grant by the Workforce Solutions Greater Dallas for FY2019 year-round youth services.

RESPONSIBILITIES

Gulf Coast Trades Center (GCTC) and Workforce Solutions Greater Dallas

1. Provide approximately six (6) to nine (9) months of residential vocational training and intensive job placement and retention services to selected youth referred by DCJD department.
2. Utilize the assistance of Dallas County Local Workforce Development Board to provide the agreed upon services to referred youth.
3. Workforce Solutions Greater Dallas will pay 50% (\$62.74) of the per diem residential placement cost of each Dallas County youth accepted into Gulf Coast Trades Center during the period of October 1, 2018 – December 31, 2018.
4. Workforce Solutions Greater Dallas will pay 50% (\$81.15) of the per diem residential placement cost of each Dallas County youth accepted into Gulf Coast Trades Center during the period of January 1, 2019 to September 30, 2019.

Dallas County Juvenile Department (DCJD)

1. Will refer eligible Dallas County youth to be accepted into the program.
2. Will ensure that each of the referred youth meets the admission criteria established for GCTC and the grant.
3. For the period of October 1, 2018 – December 31, 2018, Dallas County will pay the remaining 50% (\$62.74) of the per diem residential placement cost of each Dallas County youth accepted into Gulf Coast Trades Center.
4. For the period of January 1, 2019 – September 30, 2019, Dallas County will pay the remaining 50% (\$81.15) of the per diem residential placement cost of each Dallas County youth accepted into Gulf Coast Trades Center.

CONFIDENTIAL DATA AND SCOPE OF USE

GCTC will need to receive personal identifiers of juveniles and/or their families.

GCTC will use the data provided for the sole purpose of providing residential vocational training and intensive job placement and retention services to selected youth referred by DCJD.

Section 58.005 of the Texas Family Code makes juvenile records confidential and Sections 58.005 and 58.007 of the Family Code authorize the juvenile court (and/or juvenile board) to allow certain limited access to juvenile court information. Therefore, GCTC expressly agrees to keep any juvenile court records confidential. Specifically, GCTC agrees that the fact that a juvenile may be on probation must be kept confidential from all third parties at all times.

CHOICE OF LAWS AND VENUE

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

SEVERABILITY

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

SOVEREIGN IMMUNITY

This MOU is expressly made subject to DCJD and 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 DCJD or 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 in quadruplicate originals by their duly authorized representatives on the _____ day of _____, 2018.

DALLAS COUNTY JUVENILE BOARD:

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

GULF COAST TRADES CENTER:

BY: 
Dale Underwood, Ed. D.
Executive Director, Gulf Coast Trades Center

RECOMMENDED BY:

BY: _____
Darryl A. Beatty, Director
Dallas County Juvenile Department

APPROVED AS TO FORM*:

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

JUVENILE BOARD ORDER

ORDER NO: 2018-XXX
DATE: November 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 November 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 Board was briefed on the Dallas County Juvenile Department's request to continue the Memorandum of Understanding (MOU) between the Juvenile Department and Gulf Coast Trades Center (GCTC) for FY2019; and
- WHEREAS,** the MOU allows for twenty-three (23) eligible Dallas County youth, in residential placement at GCTC to participate in the Workforce Innovation and Opportunity Act (WIOA), Title I, Out of School Youth program; and
- WHEREAS,** the WIOA, Title I, Out of School Youth program is funded through WIOA grant funds awarded to GCTC by the Workforce Solutions Greater Dallas; and
- WHEREAS,** the current residential services contract between the Juvenile Department and GCTC, allows for a per diem rate of \$125.48 for the period of October 1, 2018 – December 31, 2018 and a per diem rate of \$162.30 for the period of January 1, 2019 – September 30, 2019; and
- WHEREAS,** through the MOU Dallas County and Workforce Solutions Greater Dallas will each pay 50% of the placement cost for the twenty-three youth; and
- WHEREAS,** each entity will be responsible for the daily placement cost of \$62.48 (50%) for the period of October 1, 2018 – December 31, 2018 and \$81.15 (50%) for the period of January 1, 2019 – September 30, 2019; and

WHEREAS, this request is consistent with Vision 3 of Dallas County's Strategic Plan: Dallas County is safe, secure, and prepared, as evidenced by the coordination of programs and services to reduce crime while allocating resources across the County and impacting the lives of youth by empowering them to have greater educational and vocational options.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approves the request of the Juvenile Department to continue the Memorandum of Understanding between the Juvenile Department and Gulf Coast Trades Center to allow Dallas County youth the opportunity to participate in the Workforce Innovation and Opportunity Act, Title I, Out of School Youth program during FY2019.

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

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

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

K.



**DALLASCOUNTY
JUVENILE DEPARTMENT**

Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: November 26, 2018
To: Juvenile Board
From: Darryl A. Beatty, Director
Subject: Interlocal Agreement with La Academia de Estrellas Charter School and JJAEP

Background of Issue:

Chapter 37 of the Texas Education Code requires that students that violate the Student Code of Conduct or commit an expellable offense be removed from their school campus. The student then must attend an alternative education campus: District DAEP or the Juvenile Justice Alternative Education Program (JJAEP). JJAEP is requesting Board approval to enter into an agreement with La Academia de Estrellas Charter School (La Academia) to provide alternative education services for their expelled youth.

Impact on Operations and Maintenance:

La Academia is a charter school located in Dallas. It serves approximately 1,048 students in grades preschool to grade 8. La Academia would like to contract with the Juvenile Justice Alternative Education Program (JJAEP) to provide educational services.

For the period beginning December 1, 2018, and ending May 31, 2019, JJAEP agrees to provide services described herein for eligible student(s) requiring a discipline alternative education placement who are students of La Academia.

- JJAEP will allow no more than 10 contracted youth to attend at any given time.
- JJAEP will serve La Academia students in grades 4-12 or ages 10 -18.

Strategic Plan Compliance:

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

Legal Information:

The Interlocal agreement has been approved to form by Ms. Denika Caruthers, Legal Advisor to the Juvenile Department. Mr. Eric Herring, JJAEP specialist TJJD, provided assistance in the development of the Interlocal agreement.

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

Financial Impact/Considerations:

In consideration of the services provided herein, La Academia agrees to pay JJAEP an in-county fee as follows:

- All mandatory students will be paid for by TJJJ.
- The daily rate for all discretionary students is \$115.00 per student for each day in attendance.
- \$25.00 per day surcharge for any/all special education students times the number of student(s) in attendance (mandatory and discretionary).
- La Academia will be billed at the end of each 6-weeks and payment will be due upon receipt of invoice.

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

Performance Impact Measures:

Provide services to La Academia and increase revenue for JJAEP.

Project Schedule/Implementation:

The agreement will begin December 1, 2018 and end May 31, 2019. This agreement may continue for an additional three years (school years) if both parties agree to continue the services.

Recommendation:

It is recommended that the Juvenile Board approve this Interlocal agreement between La Academia de Estrellas Charter School and the JJAEP.

Recommended by:


Darryl A. Beatty, Director
Dallas County Juvenile Department

**INTERLOCAL AGREEMENT ("Agreement")
BETWEEN
LA ACADEMIA DE ESTRELLAS CHARTER SCHOOL
AND
THE JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM DEPARTMENT
("JJAEP")**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, the Juvenile Justice Alternative Education Program Department ("JJAEP") and LA ACADEMIA DE ESTRELLAS ("LA ACADEMIA") hereby enter into an Interlocal Agreement for the purpose of providing educational and related services under the Texas Education Code (TEC), Chapter 37, for students who have been removed from LA ACADEMIA for committing an offense described in TEC, Chapter 37, or for engaging in behavior(s) for which LA ACADEMIA Student Code of Conduct requires a discipline alternative education placement.

TERM: For the period beginning December 1, 2018 and ending May 31, 2019. This agreement may continue an additional three years (school years) if both parties agree to continue the services.

RESPONSIBILITIES:

1. JJAEP agrees to provide services described herein for eligible student(s) requiring a discipline alternative education placement who are students attending LA ACADEMIA.
 - JJAEP will allow no more than 10 contracted youth to attend at any given time;
 - JJAEP will serve LA ACADEMIA students in grades 4-12 or ages 10 -18;
2. JJAEP agrees to provide an educational facility and properly certified/licensed personnel necessary to appropriately educate and provide instructional support to the student(s) in accordance with the law. During the period of this Agreement, if JJAEP fails to provide the necessary facilities and certified personnel, LA ACADEMIA may terminate services until such time as JJAEP can provide the necessary services contracted herein. JJAEP will not be held responsible for the services contracted herein if the necessary specialized facilities are properly certified / licensed personnel are unavailable.
3. JJAEP agrees to furnish LA ACADEMIA with a weekly statement of student(s) attendance.
4. JJAEP agrees to maintain necessary records and accounts in order to assure that funds received from LA ACADEMIA have been expended for the services described herein. JJAEP agrees to provide these records and other information as may be required by LA ACADEMIA.
5. LA ACADEMIA is responsible for ensuring transportation requirements are communicated to parents. Transportation shall be to and from JJAEP. Location of pick-up and drop-off points and time of service will be determined by representatives of LA ACADEMIA and JJAEP.
6. LA ACADEMIA will provide copies of all pertinent school records pertaining to the student(s). LA ACADEMIA DE ESTRELLAS agrees to furnish JJAEP a copy of any additional pertinent documents regarding that may be obtained by LA ACADEMIA during

- the term of this Agreement. Records must include, but are not limited to, (a) a recommendation letter from the school or district stating explicitly why the student is being referred to JJAEP; (b) the student's Middle School Plan (for student in grade 6-8); or (c) the student's graduation plan (for students in grades 9-12); (d) the student's current transcript, including all achievement records (including testing records); (e) for special education students, the student's current IEP, in accordance to Article 8 of the Agreement; (f) withdrawal form, which shall indicate the list of current courses in which the student is enrolled, the grade earned, and the textbook and other instructional resources being used with that subject; and (g) the student's current year's attendance records.
7. Special Education student(s) under this Agreement have been classified by the Admission, Review and Dismissal (ARD) Committee of the school of regular attendance within LA ACADEMIA and recommended for services as described herein. The ARD Committee of LA ACADEMIA has affirmed the classification and approved the recommendation of such contracted services. A JJAEP representative must participate in the ARD Committee meeting considering JJAEP placement.
 8. With referred Special Education or 504 student(s), JJAEP is responsible for providing the educational and support services that are provided to non-disabled students. Support services identified beyond core subject service time outlined in the student's IEP or 504 plans are to be provided by LA ACADEMIA.
 9. LA ACADEMIA shall ensure all state mandated testing documents, including test booklets and answer documents, are delivered to JJAEP one week prior to the actual state testing dates. JJAEP does not participate in on-line testing.
 10. LA ACADEMIA must attend the Case Review Committee (CRC) in which youths paper work is reviewed, expulsion notice collected and student accepted. JJAEP will contact accepted students and contact parents/guardians regarding orientation for school enrollment.
 11. JJAEP will update LA ACADEMIA on the progress of the referred student(s) at least once per semester. A member of the LA ACADEMIA administrative staff will monitor, assess and evaluate the student's progress as established by this Agreement including at least one (1) on-site visit annually.
 12. In consideration of the services provided herein, LA ACADEMIA agrees to pay JJAEP an in-county fee as follows:
 - All mandatory students will be paid for by TJJD.
 - Rate for all discretionary students is \$115.00 per student for each day in attendance.
 - \$25.00 per day surcharge for any/all special education students times the number of student(s) in attendance (mandatory and discretionary).
 - LA ACADEMIA will be billed at the end of each 6-weeks and payment will be due upon receipt of invoice.
 13. The parents/guardians of the student(s) shall not be charged for the services contracted in this Agreement.
 14. JJAEP will follow IDEA and other applicable laws when considering dismissal and/or removal of a qualified special education student(s) from JJAEP.

15. This Agreement may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Agreement.
16. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
17. Neither this Agreement nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgement and authorization of the other party.
18. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and sent by certified mail, return receipt requested. Notice shall be sufficient if made or addressed as follows:

Education Services/JJAEP
Attention: Karen Ramos, Superintendent
1673 Terre Colony Ct.
Dallas, TX 75212

LA ACADEMIA DE ESTRELLAS
Attention: LA ACADEMIA DE ESTRELLAS representative

Each party may change the address at which the notice may be sent to that party by giving notice of such change to the other part in accordance with the provisions in this Article.

19. This Agreement shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Agreement shall be in Dallas County, Texas.
20. This Agreement does not create a joint venture or business partnership under Texas Law.
21. Each party acknowledges that this Agreement has been authorized by the governing body of each party to the Agreement.
22. In the event that any one or more of the provisions in the 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 provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

I. INDEMNIFICATION:

All parties agree to be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign immunity, governmental immunity or available defenses available to the parties under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents or officers shall be determined in accordance with comparative responsibility laws of Texas.

II. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

III. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

VI. ENTIRE CONTRACT:

This Agreement constitutes the entire and only Agreement between the parties relating to the services being provided hereunder, and all prior negotiations, representations, Agreements and understandings are superseded hereby. No Agreement altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

V. SIGNATORY WARRANTY:

The undersigned signatories for the parties hereby represent and warrant that they are officers of their respective organizations for which they have executed this Agreement and that they have full and complete authorities to enter into this Agreement on behalf of their respective organizations and that the executions thereof are the acts of the parties involved and have been delivered and constitute legal, valid and binding obligations of the respective parties.

DALLAS COUNTY JUVENILE BOARD:

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

By: _____
Darryl A. Beatty, Director
Dallas County Juvenile Department

APPROVED AS TO FORM:

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

**LA ACADEMIA DE ESTRELLAS
CHARTER SCHOOL:**

By: *Suzanne Monte, Supt.*

JUVENILE BOARD ORDER

ORDER NO: 2018 - XXX

DATE: November 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 November 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, Chapter 37 of the Texas Education Code requires that students that violate the Student Code of Conduct or commit an expellable offense be removed from their school campus. The student then must attend an alternative education campus: District DAEP or the Juvenile Justice Alternative Education Program (JJAEP). JJAEP is requesting Board approval to enter into an agreement with La Academia de Estrellas Charter School (La Academia) to provide alternative education services for their expelled youth; and

WHEREAS, La Academia is a charter school located in Dallas. It serves approximately 1,048 students in grades preschool to grade 8. La Academia would like to contract with the Juvenile Justice Alternative Education Program (JJAEP) to provide educational services.

For the period beginning December 1, 2018, and ending May 31, 2019, JJAEP agrees to provide services described herein for eligible student(s) requiring a discipline alternative education placement who are students of La Academia.

- JJAEP will allow no more than 10 contracted youth to attend at any given time.
- JJAEP will serve La Academia students in grades 4-12 or ages 10 -18; 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 while assisting with academic growth; and

WHEREAS, the Interlocal Agreement has been approved to form by Ms. Denika Caruthers, Legal Advisor to the Juvenile Department. Mr. Eric Herring, JJAEP specialist TJJD, provided assistance in the development of the Interlocal agreement; and

WHEREAS, in consideration of the services provided herein, KIPP agrees to pay JJAEP an in-county fee as follows:

- All mandatory students will be paid for by TJJD.
- The daily rate for all discretionary students is \$115.00 per student for each day in attendance.
- \$25.00 per day surcharge for any/all special education students times the number of student(s) in attendance (mandatory and discretionary).
- La Academia will be billed at the end of each 6-weeks and payment will be due upon receipt of invoice.

The financial information has been reviewed and approved by Ms. Carmen Williams, Budget Service Manager; and

WHEREAS, provide services to La Academia and increase revenue for JJAEP; and

WHEREAS, the agreement will begin December 1, 2018 and end May 31, 2019. This agreement may continue for an additional three years (school years) if both parties agree to continue the services; and

WHEREAS, it is recommended that the Juvenile Board approve this Interlocal agreement between La Academia and JJAEP.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the Interlocal Agreement between La Academia de Estrellas Charter School and JJAEP

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

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

L.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: November 26, 2018
To: Dallas County Juvenile Board
From: Darryl A. Beatty, Director
Subject: December Juvenile Board Meeting and Location (if deemed necessary)

BACKGROUND OF ISSUE

On November 27, 2017, the Juvenile Board approved their 2018 meeting schedule (JB Order #2017-125). The approved Juvenile Board meeting schedule reflects the December 2018 meeting will be held "**if deemed necessary**", on December 17, 2018, at 5:00 PM at the Henry Wade Juvenile Justice Center. This item is presented to allow the Board to determine if a December meeting will be needed, and/or to consider an alternate meeting time and/or location.

RECOMMENDED BY:


Darryl A. Beatty, Director
Dallas County Juvenile Department

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

JUVENILE BOARD ORDER

ORDER NO: 2018 - XXX
DATE: November 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 November, 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 Board traditionally does not meet in December unless a meeting is required to allow the Juvenile Board to conduct business prior to the January meeting; and
- WHEREAS,** on November 27, 2017, the Juvenile Board approved their 2018 meeting schedule (JB Order #2017-125). The approved Juvenile Board meeting schedule reflects the December 2018 meeting will be held "if deemed necessary", on December 17, 2018, at 5:00 PM at the Henry Wade Juvenile Justice Center.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board approves the listed meeting date and location for the December 2018 meeting "if deemed necessary".

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

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

M.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: November 26, 2018
To: Dallas County Juvenile Board
From: Darryl A. Beatty, Director
Subject: Juvenile Board 2019 Meeting Schedule and Calendar

Background of Issue:

Traditionally, the Juvenile Board adopts their annual meeting schedule at their November or January meeting.

The Board has been meeting on the fourth Monday of each month at 5:00 p.m., except in months that have conflicts due to judicial training or recognized holidays.

The purpose of this briefing is to request approval of the attached 2019 Juvenile Board meeting schedule.

January 28th	May 20th	August 26th
February 25th	June 8th (Budget Retreat, if deemed necessary)	September 23rd
March 25th	June 24th	October 28th
April 22nd	July 22nd	November 25th
		December 16th (if deemed necessary)

Recommendation:

The Department respectfully requests that the Juvenile Board approve the 2019 Juvenile Board meeting schedule. Additionally, the Department respectfully requests to alter the meeting locations (with 7 days' notice) if deemed necessary for facility/program certification(s).

Recommended by:

Darryl A. Beatty, Director
Dallas County Juvenile Department

Juvenile Board Meetings 2019

All meeting times are at 5 p.m. unless otherwise specified and the exact time of the meetings will be noted on posted meeting agenda.

<u>DATE</u>	<u>TOPICS</u>	<u>LOCATION</u>
JANUARY 28, 2019	1) Selection of Juvenile Board Chairman / Vice Chairman 2) Appoint YSAB Members / YSAB Chairman	HENRY WADE JUVENILE JUSTICE CENTER
FEBRUARY 25, 2019		HENRY WADE JUVENILE JUSTICE CENTER
MARCH 25, 2019		HENRY WADE JUVENILE JUSTICE CENTER
APRIL 22, 2019		HENRY WADE JUVENILE JUSTICE CENTER
MAY 20, 2019	1) Certify Facility for resident confinement	LYLE MEDLOCK YOUTH TREATMENT CENTER *
JUNE 8, 2019	If deemed necessary**	BUDGET RETREAT **
JUNE 24, 2019	1) Approve FY 2020 Budgets 2) ANNUAL Review of JJAEP Program	JUVENILE JUSTICE ALTERNATIVE EDUCATION FACILITY*
JULY 22, 2019	1) Certify Facility for resident confinement	LETOT RESIDENTIAL TREATMENT CENTER *
AUGUST 26, 2019	1) Approve State Contracts 2) Approve Local Vendor Contracts 3) Inspection of Pre / Post Adjudication Facility for Certification Requirements	HENRY WADE JUVENILE JUSTICE CENTER *
SEPTEMBER 23, 2019		HENRY WADE JUVENILE JUSTICE CENTER
OCTOBER 28, 2019	1) Certify Facility for resident confinement	LETOT CENTER * (Shelter)
NOVEMBER 25, 2019	1) Certify Facility for resident confinement	DALLAS COUNTY YOUTH VILLAGE *
DECEMBER 16, 2019	If deemed necessary**	HENRY WADE JUVENILE JUSTICE CENTER**

* denotes licensing / inspection required by Board

** denotes meeting if needed

LOCATIONS

Henry Wade Juvenile Justice Center
2600 Lone Star Drive
Dallas, Texas 75212
(214) 698-2200

Juvenile Justice Alternative Education
1673 Terre Colony
Dallas, Texas 75212
(214) 637-6136

Lyle B. Medlock Youth Treatment
1566 E. Langdon Road
Dallas, Texas 75241
(972) 225-9780

Letot Center or Letot RTC
10505/10503 Denton Dr.
Dallas, Texas 75220
(214) 357-0391

Youth Village
1576 E. Langdon Rd
Dallas, Texas 75241
(972) 225-9750

JUVENILE BOARD ORDER

ORDER NO: 2018 - XXX
DATE: November 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 November, 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 Board traditionally meets monthly on the fourth Monday of each month, with the possible exception of December due to holidays; and
WHEREAS, the schedule may be revised due to conflicts with Judicial training, conferences or recognized holidays; and
WHEREAS, the Juvenile Department requests that the Juvenile Board meet on the following dates in 2019, subject to change if future scheduling conflicts are discovered.

January 28th May 20th August 26th
February 25th June 8th (budget retreat, if necessary) September 23rd
March 25th June 24th October 28th
April 22nd July 22nd November 25th
December 16th
(if deemed necessary)

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board approves the listed meeting dates and attached location schedule for 2019 and the augmentation of the meeting locations (with 7 days' notice) if deemed necessary for facility/program certification(s).

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

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

N.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: November 26, 2018
To: Dallas County Juvenile Board
From: Darryl A. Beatty, Director
Subject: Any subsequent action deemed necessary as a result of IX – Personnel: Deliberate Employee #55649 Duties of Appointment

Background

Any subsequent action deemed necessary as a result of IX – Personnel: Deliberate Employee #55649 Duties of Appointment

Recommended by:

A handwritten signature in blue ink that reads "Darryl A. Beatty". The signature is written in a cursive style and is positioned above a horizontal line.

Darryl A. Beatty, Director
Dallas County Juvenile Department



DISCUSSION

ITEM

VII.



DISCUSSION

ITEM

0.



Academy for Academic Excellence Director's Report October 2018

Director's Report for the Academy for Academic Excellence (AAE) – October 2018

The month of October is Parent Meeting Nights. Each campus schedules their parent/teacher conferences and hosts their Title I Parent Night. The Title I meeting is required by all districts who receive Title I funding. This meeting is to inform parents of the school's participation and funding from Title I.

October also hosts a variety of 'awareness topics'. *Red Ribbon Week* was created by the National Family Partnership in 1985. It is an opportunity to show support for a drug free America and to talk to students about making healthy choices. *National Bullying Prevention Month* is a campaign held during the month of October and unites communities nationwide to educate and raise awareness of bullying prevention. *Unity Day*, Wednesday, October 24th, students and staff wore orange to send a common message of support, hope and unity to show we are united against bullying.

October 26th was PEIMS snapshot; 505 students were enrolled. This number impacts our initial funding from the State.

Campuses completed their second 6-weeks post assessments in the core content areas. The data was used to align curriculum & assessments and drive instruction to increase student achievement.

In the month of October, AAE assisted 11 families from the Food Bank and 23 families from the Clothing Closet.

CAMPUS HIGHLIGHTS

Juvenile Detention Center (001)

Latest Campus Enrollment:

Total Enrollment	298
ESL – Total Students	65
SPED - Total Students	54

JDC students and staff recognized *National Bullying Prevention Month*. Students participated in a poster contest to promote awareness.

October 10th was the Fall Title I Parent/Teacher Meeting with 34 parents in attendance.

Day Reporting Center (002)

Latest Campus Enrollment:

Total Students:	45
SPED:	05
ESL:	04

DRC had their second student to complete their GED.

Medlock Youth Village (003)

Latest Campus Enrollment:

Total Enrollment:	84
Medlock Students:	41
Youth Village Students:	43
SPED - Total Students:	12
Medlock SPED:	04
Youth Village SPED:	08
YV 504 Students:	02
Medlock 504 Students:	01
ESL – Total Students:	11
Medlock ESL:	07
Youth Village ESL:	02

Field Trip

Youth Village students attended the *Slavery at Jefferson's Monticello: Paradox of Liberty* at the African American Museum of Dallas. This exhibition brings to life the story of slavery at Jefferson's Monticello through more than 300 objects, works of art, documents and artifacts unearthed at the storied plantation. The students had a wonderful experience.

Student Council Elections

Student Council Officers were elected and recommendations on how to enhance the program at Youth Village were made to the student council.

Substance Abuse Unit (004)

Latest Campus Enrollment:

Total Enrollment	28
SPED Students	01
ESL Students	04

October 10th was the Annual Fall Festival overseen by the drug counselors in the day treatment unit in which a variety of games were offered, teaching team camaraderie and essential relationship-building skills to students.

Students and faculty participated in red-ribbon week, cancer awareness, bullying prevention and domestic violence/abuse.

Letot (005)

Latest Campus Enrollment:

Total Enrollment	19 Shelter / RTC 34
SPED - Total Students	1 Shelter/ 3 RTC
ESL – Total Students	0 Shelter/ 6 RTC

Letot celebrated the *Hispanic Heritage Month* with a student program (traditional and contemporary Hispanic dances and art). Traditional foods were served as well.

Teachers are involved in a book study on *Trust Matters*. These are teacher-led sessions with applicable content for classroom instruction.

**ACADEMY FOR ACADEMIC EXCELLENCE
PROGRAM STATUS REPORT**

Active Enrollments					
Student Enrollment as of October 2018:			District Total Enrollment: 493		
District Average Attendance			468 (94.93%)		
District Special Education Student Population			144 (29.21%)		
CAMPUSES	JDC - 001	DRC - 002	MED. / YV - 003	SAU - 004	LETOT - 005
	Number	Number	Number	Number	Number
Enrollment	298	27	89	28	51
New Students	167	17	19	15	29
Withdrawals	171	16	30	21	22
Avg. Daily Attendance	294	17	87	20	50
Avg. Daily Enrollment	298	27	89	28	51
Attendance Average	98.66%	62.96%	97.75%	71.43%	98.04%

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	49	16.44%	08	17.78%	00	0.0%	04	15.38%	42	84.00%
Male	249	83.56%	37	82.22%	84	100%	22	84.62%	08	16.00%
GRADE	Number		Number		Number		Number		Number	
3	0		0		0		0		0	
4	1		0		0		0		0	
5	0		0		0		0		1	
6	6		0		2		0		0	
7	22		4		6		0		7	
8	42		10		10		3		9	
9	134		28		53		16		22	
10	62		2		11		5		6	
11	27		1		2		2		5	
12	4		0		0		0		0	
AGE	Number		Number		Number		Number		Number	
10	1		0		0		0		0	
11	0		0		0		0		1	
12	8		1		2		0		1	
13	19		2		3		0		8	
14	30		3		7		3		7	
15	79		11		15		7		9	
16	114		12		33		6		13	
17	47		15		23		10		11	
18+	0		1		1		0		0	
ETHNICITY	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
African American	126	42.28%	18	40.00%	47	55.95%	3	11.54%	26	52.00%
Caucasian	23	07.72%	1	02.22%	3	03.57%	3	11.54%	2	04.00%
Hispanic	145	48.66%	26	57.78%	34	40.48%	20	76.92%	21	42.00%
Native American	3	01.00%	0	00.00%	0	00.00%	0	00.00%	0	00.00%
Other/Asian	1	00.34%	0	00.00%	0	00.00%	0	00.00%	1	02.00%

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



ACTION ITEMS

VIII.



ACTION ITEM

P.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: November 26, 2018
To: Academy for Academic Excellence Charter School Board
From: Darryl A. Beatty, Director
Subject: Memorandum of Understanding with Academy for Academic Excellence and Bill J. Priest

Background of Issue:

The Dallas County Juvenile Department (DCJD) on behalf of the Academy for Academic Excellence (AAE) is seeking Board approval to enter into an agreement with Bill J. Priest: Dallas County Community College District (DCCCD) to provide instruction of a variety of courses for the enhancement of workplace job skills. The programs aim to provide students with skills to increase their employability once discharged from placement. AAE is proposing the second semester (Spring 2019) through the end of the first semester (Fall 2019) class "Introduction to Welding Class", in collaboration with Bill J. Priest: DCCCD which is recognized for their commitment to workforce training and services, small business development and career services.

The class will run from the spring school semester through the fall school semester (including the summer), for 48 to 50 hours, three days per week (Tuesdays, Wednesdays and Thursdays). On Mondays and Fridays, students will be taught skills on workplace success. The purpose is to introduce young men to welding as a career. Each student will learn how to identify safety procedures associated with oxy-fuel, arc welding and cutting process, how to demonstrate basic welding techniques, and, by the end of the course, students will be able to perform basic welds. Each student that completes and passes the class will be eligible to use these hours toward the completion of the full Welding Certification Program at the Bill J. Priest: DCCCD. Possible certifications include Introduction to Welding, Blue Print reading, Occupational Safety and Health Administration (OSHA) Safety certificates and Forklift certificates.

A welding-certified, continuing education instructor from Bill J. Priest: DCCCD Campus will lead the class and will provide the welding simulators and other equipment for the students to use.

The purpose of this brief is to request authorization to execute the attached Memorandum of Understanding (MOU) between AAE and Bill J Priest: DCCCD to provide a WLDG 1000 Introduction to Welding Class at the Youth Village.

Impact on Operations and Maintenance:

The services provided by the WLDG 1000 Introduction to Welding Class will occur at Youth Village. Service delivery will be coordinated with AAE, Bill J. Priest: DCCCD and Youth Village staff.

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

Strategic Plan Compliance:

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

Legal Information:

The Memorandum of Understanding has been approved as to form by Ms. Denika Caruthers, Legal Advisor to the Juvenile Department.

Financial Impact/Considerations:

There is no additional financial impact to AAE.

Performance Impact Measures:

The programs aim to provide students with skills to increase their employability once discharged from placement.

Project Schedule/Implementation:

The programs will be implemented January 8, 2019, through December 31, 2019, which includes summer sessions/classes.

Recommendation:

It is recommended that the Juvenile Board approve the Memorandum of Understanding between the Dallas County Juvenile Department on behalf of the Academy for Academic Excellence and Bill J. Priest, Dallas County Community College District, for the operation of the welding class.

Recommended by:



Darryl A. Beatty, Director
Dallas County Juvenile Department



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), effective upon the date of execution by all parties, is entered by and between the Dallas County Juvenile Department ("DCJD") on behalf of the Academy for Academic Excellence ("AAE") and Bill Priest: Dallas County Community College District ("DCCCD").

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

AAE will partner with Bill J. Priest: DCCCD to teach introduction to welding class. Each student will be evaluated by the instructor's observation of the student in the classroom and performance on welding simulator. The purpose of this program is to introduce students to a career in welding. Each student will learn safety procedures and basic welding techniques. By the end of the course students will be able to perform basic welds using a simulator-welding machine and welding equipment. Four possible certifications can be earned: Forklift Operator; Introduction to Welding; Basic Safety and Health (OSHA); and Basic Blue Print Reading.

1) DCCCD agrees to deliver the following programs for AAE:

A. Instructor (Vince Aurentz)

- i. The program will be supervised and coordinated by a Licensed Professional Welding instructor.
- ii. DCCCD will provide all materials, equipment and durable goods necessary to the program.
- iii. DCCCD will utilize a Texas Essential Knowledge and Skills (TEKS) based curriculum.
- iv. Program equipment will be stored in a location chosen by the AAE and the facility.
- v. Program classes will be held at least 3 days per week during the school year. The classes will be 90 minutes per day the classes are held.

2) DCCCD understands that under no circumstances should individuals working on behalf of DCCCD, 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) DCCCD understands that the names of individual working on behalf of DCCCD 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, prior to being cleared to work with our youth.
- 4) DCCCD understands that individuals involved in the programs on behalf of DCCCD must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
- 5) DCCCD 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.
- 6) 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.
- 7) **DCCCD, 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 DCCCD in performance of this Agreement and/or Program, except to the extent such liability, damage, fine or expense is the result of negligent acts or omissions of the County.**
- 8) DCCCD understands that individuals working on behalf of DCCCD, 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.
- 9) DCCCD understands that individuals working on behalf of the DCCCD, 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.
- 10) DCCCD shall, at all times during the term and at its own expense, keep in full force and effect, comprehensive general liability coverage with minimum limits of **One Million and NO/100 Dollars (\$1,000,000.00)** on account of bodily injuries to, or death of one person (each occurrence) and a General Aggregate of **Three Million and NO/100 DOLLARS**

(\$3,000,000.00) for any one (1) occurrence. **Commercial or Business Auto Liability insurance** - DCCCD shall, at all times during the term and at its own expense, keep in full force and effect, Commercial or Business Auto Liability insurance, with minimum limits of **One Million and NO/100 DOLLARS (\$1,000,000.00)** for Combined Single Limit (each accident). **Professional Liability Insurance** (E&O) - DCCCD shall, at all times during the term of the contract and at its own expense, keep in full force and effect, Professional Liability Insurance, which covers the services to be provided pursuant to the contract. The minimum limit of liability shall be \$1,000,000.00 per occurrence or claim and \$1,000,000.00 in the aggregate.

- 11) AAE administration agrees to be responsible for obtaining all necessary waivers/parental consents to enroll each youth in DCCCD programs.
- 12) DCJD and AAE staff agrees to be responsible for providing all security/supervision staff for the youth while they are participating in DCCCD programs activities.
- 13) DCCCD program equipment will be stored on campus in a secure location provided by the facility. DCCCD and their instructors must have access to this location.
- 14) AAE staff will choose the youth to participate in each of the programs based on each individual residents need.
- 15) AAE facility staff will work in cooperation with DCCCD to assure that programs listed in this MOU are scheduled in an efficient and timely manner.
- 16) AAE staff will assure that youth participating in DCCCD programs arrive and depart on schedule and are prepared for class each day the program is scheduled to operate.
- 17) AAE agrees to provide on campus locations to run these programs as listed and scheduled in this MOU.
- 18) AAE agrees to provide a co-teacher. The co-teacher will provide instruction 2-days per week. AAE will provide a TEKS-based curriculum that focuses on work readiness skills.
- 19) It is the understanding of the AAE and DCCCD 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 January 3, 2019 to December 31, 2019 to include the spring semester, a summer program and the fall semester. 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.

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: _____
Mr. Darryl Beatty, Director
Dallas County Juvenile Department

BY: _____
Bill Priest: Dallas County Community
College District

BY: _____
Judge Cheryl L. Shannon, President
Charter School Board

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

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2018 - XXX

DATE: November 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 November 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 Dallas County Juvenile Department (DCJD) on behalf of the Academy for Academic Excellence (AAE) is seeking Board approval to enter into an agreement with Bill J. Priest: Dallas County Community College District (DCCCD) to provide instruction of a variety of courses for the enhancement of workplace job skills. The programs aim to provide students with skills to increase their employability once discharged from placement. AAE is proposing the second semester (Spring 2019) through the end of the first semester (Fall 2019) class "Introduction to Welding Class", in collaboration with Bill J. Priest: DCCCD which is recognized for their commitment to workforce training and services, small business development and career services; and

WHEREAS, the class will run from the spring school semester through the fall school semester (including the summer) for 48 to 50 hours, three days per week (Tuesdays, Wednesdays and Thursdays). On Mondays and Fridays, students will be taught skills on workplace success. The purpose is to introduce young men to welding as a career. Each student will learn how to identify safety procedures associated with oxy-fuel, arc welding and cutting process, how to demonstrate basic welding techniques, and, by the end of the course, students will be able to perform basic welds. Each student that completes and passes the class will be eligible to use these hours toward the completion of the full Welding Certification Program at the Bill J. Priest: DCCCD. Possible certifications include Introduction to Welding, Blue Print reading, Occupational Safety and Health Administration (OSHA) Safety certificates and Forklift certificates.

A welding-certified, continuing educations instructor from Bill J. Priest: DCCCD Campus will lead the class and will provide the welding simulators and other equipment for the students to use; and

- WHEREAS,** the services provided by the WLDG 1000 Introduction to Welding Class will occur at Youth Village. Service delivery will be coordinated with AAE, Bill J. Priest: DCCCD and Youth Village staff; and
- WHEREAS,** this request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system and assisting with academic growth; and
- WHEREAS,** this information has been reviewed and approved as to form by Ms. Denika Caruthers, Legal Advisor, Dallas County Juvenile Department; and
- WHEREAS,** there is no additional financial impact; and
- WHEREAS,** the programs aim to provide students with skills to increase their employability once discharged from placement; and
- WHEREAS,** the programs will be implemented January 8, 2019 through December 31, 2019, which includes summer sessions/classes; and
- WHEREAS,** it is recommended that the Juvenile Board approve the Memorandum of Understanding between the Dallas County Juvenile Department on behalf of the Academy for Academic Excellence and Bill J. Priest, Dallas County Community College District, for the operation of the welding class.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approves the Memorandum of Understanding between the Dallas County Juvenile Department on behalf of the Academy for Academic Excellence and Bill J. Priest, Dallas County Community College District.

DONE IN OPEN BOARD MEETING this 26th day of November 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:

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, President
Academy for Academic Excellence Charter School Board



**EXECUTIVE
SESSION
IX.**