



DALLAS COUNTY JUVENILE BOARD

Agenda

Monday, January 27, 2014 5:00 p.m.

305th District Court Master / Referee Courtroom, Rm. A332, 3rd Floor
Henry Wade Juvenile Justice Center, 2600 Lone Star Dr., Dallas, TX 75201

FILED

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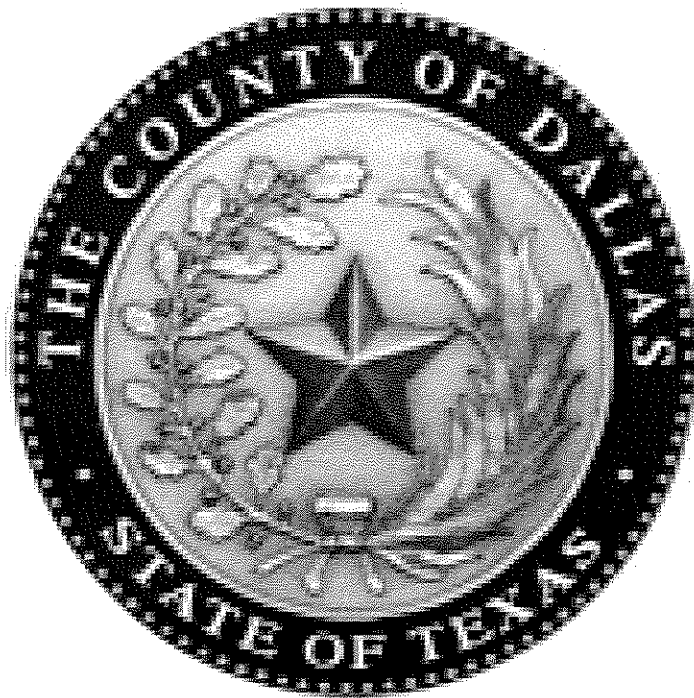
COUNTY CLERK
DALLAS COUNTY

- I. Call to Order
- II. Approval of Minutes
- III. Public Comment (Limited to 3 minutes per individual or organization)*
- IV. Informational Item
Updating/Disclosing Outside Income Information
- V. Discussion Items-Juvenile Department
 - A. Director's Report
 - B. Quarterly Reports - Facilities
 - C. Juvenile Justice Alternative Education Program (JJAEP) Update
 - D. UTA Services Learning Update
- VI. Action Items - Juvenile Department
 - E. Election of Juvenile Board Chairman
 - F. Election of Juvenile Board Vice-Chairman
 - G. Governor's Criminal Justice Division Grant Funding Applications
 - H. Reauthorization of Juvenile Board Purchasing Policy
 - I. 14th Annual Sex Offender Conference
 - J. Inclement Weather Policy
 - K. Designation of Community Restitution Site
 - L. Probation Services Policy and Procedures
 - M. FFT Professional Services Agreement
 - N. Youth Village Resources Job Mentoring Program
 - O. Removal of TDFPS License
 - P. Youth Services Advisory Board FY 2014 Recommendation
 - Q. North Texas Food Bank
 - R. Adjustment of GED Testing Rate
 - S. Contract with Dallas Metrocare Services for In-Home Therapeutic Services
 - T. Contract for Café Momentum
- VII. Discussion Items - Academy for Academic Excellence (AAE) Charter School
 - U. AAE Charter School Update
- VIII. Action Items - AAE Charter School
 - V. District Policy and Procedures
 - W. Reauthorization of Charter School Purchase Policy
 - X. AAE: Literacy Intervention Solutions Pilot
 - Y. E-Rate Documentation
 - Z. Instructional Material Allotment (IMA)
 - AA. Budget Amendment #3
 - BB. Renewal of Annual School Board Liability Insurance
 - CC. Math Revolution
 - DD. Annual Financial Audit
- 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
 - Personnel
 - Security

Notes:
*Individuals Wishing to Speak During the Public Comment Period Must Register With the Director's Coordinator, Ms. Heather Villarreal (214-698-2215) 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 Shannon, 305th District Court
Chairman, Dallas County Juvenile Board



AGENDA ITEM

II.

MINUTES OF MEETING

DATE: November 25, 2013

DALLAS COUNTY
JUVENILE BOARD

TIME: 5:00 pm

PLACE: Youth Village
1508 B. E. Langdon Rd.
Dallas, Texas 75241

MEMBERS PRESENT:

Judge Cheryl Lee Shannon, Chairman
Commissioner John Wiley Price, Vice-Chairman
Judge William Mazur
Ms. Paula Miller
Judge Gracie Lewis

MEMBERS ABSENT:

Judge Robert Burns
County Judge Clay Jenkins
Judge Craig Smith
Judge Andrea Plumlee

The Dallas County Juvenile Board met for its scheduled meeting on November 25, 2013, at the Dallas County Youth Village, 1508 E. B. Langdon Rd. Dallas, Texas 75241. Commissioner John Wiley Price, Juvenile Board Vice-Chairman, called the Meeting to order at 5:00 pm, noting that a quorum was not present in order to conduct the tour. Commissioner Price then moved on to Discussion Item A: Directors Report.

Discussion Item A: Directors Report.

Dr. Smith acknowledged Mr. Mario Love on his 20 years of service to the Department and the outstanding job he has done with the Diversionary Male Court. During the month of October 2013, 307 youth completed a total of 871 CSR hours at various approved CSR sites in Dallas County. Dr. Smith also mentioned that on November 21, 2013, Dallas County Juvenile Department had 153 staff members participate in the Day of Service.

Discussion Item B: JJAEP Update.

Dr. Smith stated that she attended a luncheon held by Judge Andrea Plumlee, which was attended by several lawyers and judges who donated 1,000 pounds of food gift cards to the Juvenile Department. The food is kept at the JJAEP and the gift cards were handed out to the Field District Offices.

Commissioner John Wiley Price acknowledged that a quorum was present at 5:09pm and moved to present the minutes from the October 28, 2013, Juvenile Board Meeting.

- A motion was made by Judge Robert Burns and seconded by Ms. Paula Miller to approve the minutes of the October 28, 2013, Juvenile Board Meeting.

Commissioner John Wiley Price then advised that the Juvenile Board would now take a tour of Youth Village at 5:10 pm.

The chair was turned over to Judge Cheryl Lee Shannon, Chairman of the Board.

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

Action Item C: Phoenix House (Second Chance Texas) Drug Prevention Program.

Second Chance is an early drug intervention and education program for getting youth back on track and to assist them on developing skills to maintain a healthy and productive life. It is recommended that the Dallas County Juvenile Board approve the Memorandum of Understanding between the JJEAP and Phoenix House (Second Chance Program).

- A motion was made by Ms. Paula Miller and seconded by Commissioner John Wiley Price to approve the Phoenix House (Second Chance Texas) Drug Prevention Program. The motion was unanimously approved.

Action Item D: JJAEP: University of Texas @ Arlington Criminal Justice Service Learning Program.

Dr. Smith stated that Dr. Jaya Davis, Assistant Professor of Criminal Justice-University of Texas @ Arlington, will offer a service learning course CRCJ 3338-001 Juvenile Justice in the Spring 2014 semester. It is recommended that the Dallas County Juvenile Board approve the service learning program agreement between the University of Texas @ Arlington and the Juvenile Alternative Education Program.

Judge Cheryl Lee Shannon questioned if this new program would allow for more minority college students to be involved with the Juvenile Department? Dr. Pirtle stated that he would have more information on the student registration after student enrollment in January. Judge William Mazur stated that he may want to connect with Royce West.

- A motion was made by Ms. Paula Miller and seconded by Commissioner John Wiley Price to approve the JJAEP: University of Texas @Arlington Criminal Justice Service Learning Program. The motion was unanimously approved.

Action Item E: December Juvenile Board Meeting and Location.

The approved Juvenile Board meeting schedule reflects that the December meeting will be held "if needed", on December 16th 2013, at 5:00 pm, at the Henry Wade Juvenile Justice Center.

- A motion was made by Commissioner John Wiley Price and seconded by Ms. Paula Miller to approve the Juvenile Board Meeting and Location if deemed necessary. The motion was unanimously approved.

Action Item F: Juvenile Board Meeting Schedule for 2014. The Juvenile Department respectfully requests that the Board approve the 2014 Juvenile Board meeting schedule.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Robert Burns to approve the Juvenile Board Meeting Schedule for 2014. The motion was unanimously approved.

Judge Cheryl Lee Shannon, Chairman relinquished her seat to Commissioner John Wiley Price, Vice-Chairman.

Action Item G: Youth Village Policy and Procedures.

It is respectfully recommended that the Dallas County Juvenile Board approve the 2013 Policy and Procedures for Youth Village.

- A motion was made by Ms. Paula Miller and seconded by Judge Gracie Lewis to approve the Youth Village Policy and Procedures. The motion was unanimously approved, with one abstained vote by Judge Cheryl Lee Shannon.

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Action Item H: Youth Village Certification.

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.

- A motion was made by Judge William Mazur and seconded by Judge Gracie Lewis to approve the Youth Village Certification. The motion was unanimously approved, with one abstained vote by Judge Cheryl Lee Shannon.

Commissioner John Wiley Price relinquished the chair back to Judge Cheryl Lee Shannon, Chairman.

Action Item I: Youth Village Mentor Program.

The Youth Village Resources of Dallas Job Mentoring Program was pulled from the Agenda prior to the Juvenile Board meeting.

- There was not a motion made on this Action Item.

Discussion Item J – Letot Closet.

Lyric Marketing & Design is located in Plano, Texas, owned and operated by Ms. Sandy Hibbard. Singer/Songwriter Sarah Sellers (daughter of Ms. Sandy Hibbard and American Idol Season 10 contestant) is hosting a clothing drive for Dallas County Juvenile Services. It is recommended that the Dallas County Juvenile Board accept the clothing drive for the Letot Closet, those items collected by Lyric Marketing and Ms. Sellers, to benefit the youth of Dallas County Juvenile Department be approved. Dr. Smith stated that this will be an ongoing effort between the Dallas County Juvenile Department and Lyric Marketing & Design.

- A motion was made by Commissioner John Wiley Price and seconded by Ms. Paula Miller to approve the Letot Closet. The motion was unanimously approved.

Action Item K – juviGAP.

Dr. Smith stated that juviGAP Ministries is a non-profit ministry committed to administratively supporting juvenile offenders during their probation. After one year of piloting with District 1, the number of Violations of Probation (VOP's) for failing to report to the probation officer as directed has been reduced from 24 violations to 3 violations from the previous year. The program will now be expanded to Districts 6 and 7.

- A motion was made by Judge Gracie Lewis and seconded by Commissioner John Wiley Price to approve the juviGAP. The motion was unanimously approved.

Action Item L – Designation of Community Service Restitution Site.

The purpose of this briefing is to recommend the Juvenile Board's approval of The Bowles Baptist Church as a Community Service Restitution site. The work will involve general cleaning, organizing the storage areas, and light repairs such as touch up paint.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Gracie Lewis to approve the Designation of Community Service Restitution Site. The motion was unanimously approved.

Action Item M – Acceptance of Grant N funding from the Texas Juvenile Justice Department.

The Juvenile Department is now requesting that the Juvenile Board authorize the acceptance of the TJJD Grant N funding to be used for enhanced mental health services so that we can begin allocating the money for staffing and programmatic implementation. It is recommended that the Dallas County Juvenile Board approve

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the acceptance of the special funding of \$726,380.90 through Grant N Mental Health Grant as appropriated to the department by the Texas Juvenile Justice Department.

- A motion was made by Ms. Paula Miller and seconded by Commissioner John Wiley Price to approve the Acceptance of Grant N funding from the Texas Juvenile Justice Department. The motion was unanimously approved.

Action Item N – Gulf Coast Trades Contract Renewal.

Gulf Coast Trades Center (GCTC) is a multi-service agency that has served at-risk youth from across the State of Texas since 1971. GCTC offers services such as vocational skills training, academic preparation employability skills training, social, residential and medical services, counseling, career development and job development. The Workforce Development Grant will pay \$58.61 of the daily placement cost of each Dallas County youth accepted into the GCTC. Dallas County GCTC contract for non-Title IV-E youth is \$117.22 per day.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Robert Burns to approve the Gulf Coast Trades Contract Renewal. The motion was unanimously approved.

Action Item O – Ratify the Professional Services Contract with Jewish Family Services of Greater Dallas.

On September 5, 2012, the Juvenile Department was awarded grant funding (\$79,949) from the Office of the Governor; Criminal Justice Division (CJD) for the Family Violence It is recommended that the Dallas County Juvenile Board approve the Dallas County Juvenile Department’s request to ratify the professional services contract with the Jewish Family Services of Greater Dallas for FY2014.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Gracie Lewis to approve the Professional Services Contract with Jewish Family Services of Greater Dallas. The motion was unanimously approved.

Action Item P – Youth Services Advisory Board (YSAB).

The Dallas County Juvenile Department respectfully requests approval from the Juvenile Board to appoint Dr. Juan Perez to fill a vacancy by Ms. Jefferson for the 2014-2016 terms. The Juvenile Department also request to reappoint Ms. Kathryn J. Collar, RN; Ms. Sylvia Orozco-Joseph-WHO (We Help Ourselves) National Director and Ms. Vivian Lawrence-Child and Family Guidance Center; to the Youth Services Advisory Board for the 2014-2016 terms.

- A motion was made by Ms. Paula Miller and seconded by Judge Gracie Lewis to approve the Youth Services Advisory Board (YSAB). The motion was unanimously approved.

Action Item Q – FY 2014 Youth Service Advisory Board Juror Fund Recommendation.

It is recommended that the Dallas County Juvenile Board approve the Youth Services Advisory Board’s allocation of juror funds for FY2014 allocations for the juvenile department initiatives (\$82,311.07) as well as Big Thought (\$3,900) and Youth Village Resources of Dallas (\$40,000).

- A motion was made by Ms. Paula Miller and seconded by Commissioner John Wiley Price to approve the FY2014 Youth Service Advisory Board Juror Fund Recommendation. The motion was unanimously approved.

Action Item R – Juror Fund Contract Approval.

It is recommended that the Chairman of the Juvenile Board be authorized to sign the juror fund contract

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documents on behalf of the Dallas County Juvenile Board.

- A motion was made by Ms. Paula Miller and seconded by Commissioner John Wiley Price to approve the Juror Fund Contract. The motion was unanimously approved.

Action Item S – TJJD Amendment #15 to the 2012-2013 State Financial Assistance Contract.

It is recommended that the Dallas County Juvenile Board approve Amendment #15 to the State Financial Assistance Contract for the 2012-2013 Biennium with the Texas Juvenile Justice Department.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Gracie Lewis to approve the TJJD Amendment #15 to the 2012-2013 State Financial Assistance Contract. The motion was unanimously approved.
- A motion was made by Commissioner John Wiley Price and seconded by Judge Robert Burns to recess as the Dallas County Juvenile Board. The motion was unanimously approved.
- A motion was made by Commissioner John Wiley Price and seconded by Judge Robert Burns to convene as the Dallas County Academy for Academic Excellence (AAE) Charter School Board.

Discussion Item T – Academy for Academic Excellence Charter School Update.

Dr. Pirtle and his staff continue to do a great job with the students. Dr. Pirtle, Ms. Vernetta Kinnard, Mrs. Michelle Sims, Ms. Carla Davis, Ms. Nina Kang, Mr. Keith Armwood, Mr. Roger Taylor, and Ms. Savannah Rivera toured the Harlem Children's Zone (HCZ) and participated in the Practitioner's Institute. We were able to gain valuable insight into several successful HCZ initiatives and program components (i.e. Healthy Harlem, Academic Case Management, and Data Gathering), which we can tailor and plan to utilize in various areas of our department. The staff continues to work closely with students, parents and community partners to address the underlying causes of school absenteeism by utilizing school and community resources in order to improve student attendance and student outcomes. Academy for Academic Excellence has developed 4 major goals as it relates to truancy and absenteeism: Reduce truancy by 25% over the next 12 weeks, reduce absences by 25% over the next 12 weeks, and increase parental involvement by 25% over the next 12 weeks, and increase Department participation by 25% over the next 12 weeks. For Hispanic Heritage month, the Social Studies team covered Latin America and its influence on America and Latin American civil rights activists.

Action Item U – Academy for Academic Excellence and Dallas County Juvenile Facilities Statement of Agreement.

Federal funds are provided to the State under Title I, Part D, Subpart 2 Neglected, Delinquent, and At-Risk Youth, of the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the No Child Left Behind (NCLB) Act of 2001 (PL 107-110). It is recommended that the Academy for Academic Excellence School Board approve the Academy for Academic Excellence and Dallas County Juvenile Facilities Statement of Agreement.

- A motion was made by Ms. Paula Miller and seconded by Judge Robert Burns to approve Academy for Academic Excellence and Dallas County Juvenile Facilities Statement of Agreement. The motion was unanimously approved.

Action Item V – Styles of Music Program Contract.

Styles of Music Mentoring Program is a youth development program that is designed to help students learn to understand and communicate their feelings, to relate to their peers and to develop positive relationships with parents and adults.

- A motion was made by Commissioner John Wiley Price and seconded by Ms. Paula Miller to approve

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Styles of Music Program Contract. The motion was unanimously approved.

Action Item W – Rainbow Days (Drug Prevention Program).

This Memorandum of Understanding (MOU) between Rainbow Days, Inc. and the Day Reporting Center (DRC) has been established to allow for a collaborative alliance to provide a 12-session Curriculum-Based Support Group (CBSG) Program for children and youth, 6th-12th grade. It is recommended that the Academy for Academic Excellence School Board approve the MOU between Rainbow Days, Inc. and the Academy for Academic Excellence.

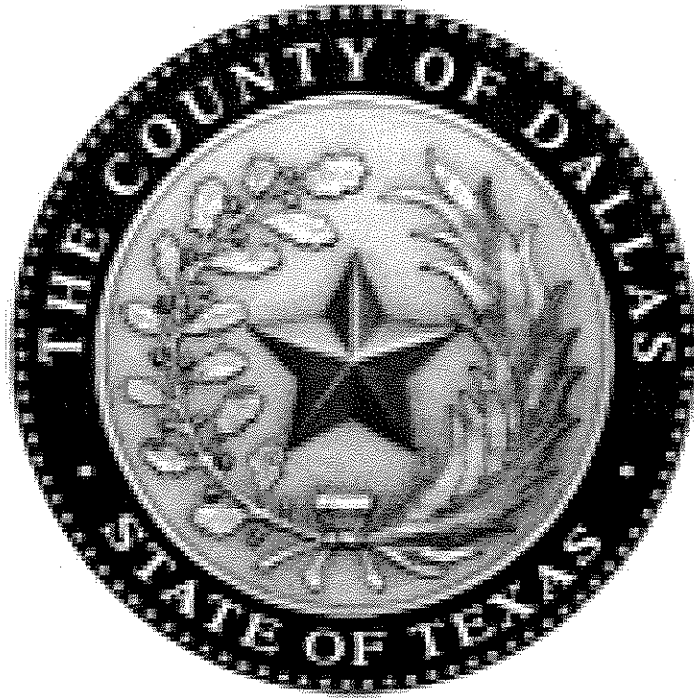
- A motion was made by Commissioner John Wiley Price and seconded by Ms. Paula Miller to approve Rainbow Days (Drug Prevention Program). The motion was unanimously approved.

Action Item X – University of Texas @ Arlington Criminal Justice Service Learning Program.

The Service Learning Program (SLP) is a teacher and learning strategy that integrates meaningful community service with instruction and reflection to enrich the learning experience, teach civic responsibility, and strengthen communities. It is recommended that the Dallas County Academy for Academic Excellence (AAE) School Board approve the SLP agreement between the UTA and AAE.

- A motion was made by Judge Gracie Lewis and seconded by Commissioner John Wiley Price to approve the University of Texas @ Arlington Criminal Justice Service Learning Program. The motion was unanimously approved.
- A motion was made by Commissioner John Wiley Price and seconded Judge Gracie Lewis to recess as the Dallas County Academy for Academic Excellence (AAE) Charter School Board. The motion was unanimously approved.
- A motion was made by Commissioner John Wiley Price and seconded by Judge Robert Burns to reconvene as the Dallas County Juvenile Board. The motion was unanimously approved.

There being no other business for the Juvenile Board to consider, the meeting was adjourned at 5:57 pm, following a motion by Ms. Paula Miller and seconded by Commissioner John Wiley Price. The motion was unanimously approved.



AGENDA ITEM

IV.

COURT ORDER

23

ORDER NO. 2011 507

DATE: March 15, 2011

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 15th day of March, 2011, on a motion made by John Wiley Price, Commissioner of District No. 3 and seconded by Dr. Elba Garcia, Commissioner of District No. 4 the following Order was adopted:

WHEREAS, on January 18, 2011, the Dallas County Commissioners Court was briefed on a series of proposals that would make the operations of Dallas County more open, accessible, and visible to the public;

WHEREAS, these proposals have been further enhanced and are now incorporated into the attached "Dallas County Policy on Transparency"; and

WHEREAS, this policy, which includes such requirements as the video-recording and the posting of Commissioners Court meetings on the internet, disclosing potential conflicts of interest, and the registering of lobbyists, is consistent with the County's strategic plan which specifically recommends that the County provide sound, financially responsible, and accountable governance.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the attached "Dallas County Policy on Transparency" is adopted, that it shall govern the various operations of Dallas County, and that it shall be implemented and administered in the manner herein described.

DONE IN OPEN COURT this the 15th day of March, 2011

Clay Lewis Jenkins
County Judge

ABSENT
Maurine Dickey
Commissioner District #1

Mike Cantrell
Commissioner District #2

John Wiley Price
Commissioner District #3

Dr. Elba Garcia
Commissioner District #4

Recommended by: [Signature]

Terry Smith

From: Commissioners Court
Sent: Tuesday, January 14, 2014 2:48 PM
To: Broadcast
Subject: Updating/Disclosing Outside Income Information
Attachments: outside income form.doc; transparency policy.pdf

We would like to remind you about a policy that was adopted a few years ago and encourage you to see if information that you may have originally provided needs to be updated.

In 2011, the Commissioners Court adopted a transparency policy that provides the public with unprecedented access to information about the County, its meetings, its records, its contracts, and its decision-making process.

One of the components of this policy (Section 10) requires a very small portion of the County's officials and employees to disclose the existence of any outside information that is received by them, their spouse, and any dependents. The people who must provide this information includes:

- Commissioners Court members and their staff;
- County Administrator, Assistant County Administrator, Auditor, and Budget Officer;
- Elected officials, department heads, and other County employees who evaluate bids, proposals, and/or qualifications or who recommend the awarding of contracts and bids, the selling or acquisition of real property, or the provision of economic development incentives; and
- Elected officials, department heads, and other County employees who manage or who are otherwise responsible for the daily administration, implementation, or monitoring of a contract, bid, incentive, or real property transaction.

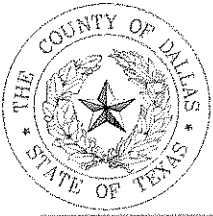
If you fall into this category and previously provided information about your immediate family's outside income, please review this information and see if it needs to be updated. If, however, you fall into this category, and you haven't previously provided any information on your family's outside income, please do so now.

A copy of the Outside Income Form that is to be used to either update your information or if you haven't previously submitted such information is attached. Please note that this Form does not require you to list the amounts of any outside income that your family might receive—only the sources. Please complete this Form and return it to Darryl Martin, the County Administrator, by April 30 (individuals that are already required to submit a Personal Financial Disclosure Form may either provide that information to the County Administrator or inform him in writing to refer to any such information that is already on file).

At any time that a source of outside income changes, please update your Form and send it to the County Administrator as soon as possible, and especially before you serve on any evaluation committee, prepare an item for the Court's agenda, or make a recommendation on a matter before the Court.

Your assistance in updating and submitting outside income information is greatly appreciated. Please understand that failure by a non-elected County official, department head, or employee to properly report outside income may result in disciplinary action, including possibly the termination of County employment.

If you have any questions about the County's transparency policy (a copy of which is attached), who must disclose outside income, and what should be included on the Outside Income Form, please do not hesitate to call the County's Director of Planning & Development, Rick Loessberg, at 214.653.7601.



Dallas County, Texas
Disclosure of Outside Income

**SAMPLE OF COMPLETED FORM FOR DISCLOSURE OF
OUTSIDE INCOME**

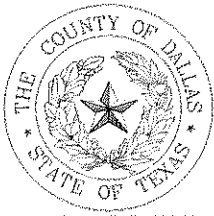
| Individual Receiving Income | Relationship to You | Source of Income | Type of Income |
|------------------------------------|----------------------------|-------------------------------|-----------------------------|
| John Smith | self | 2 nd National Bank | savings account interest |
| John Smith | self | Go-Far Golf Balls | stock earnings |
| John Smith | self | Consultants R Us | contract work |
| Joan Smith | spouse | Acme Rocket Pack, Inc. | salary |
| Joan Smith | spouse | 1111 11 th Street | rental income from property |
| Johnny Smith | dependent | Hamburger Hut | wages |
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I certify that the information requested above is not applicable to my situation as there is no outside income received by myself, any spouse, and/or any dependents.

By signing and submitting this document, I certify, under penalty of law and County policy, that I am the person herein named and that the information contained within this Form is complete, truthful, and accurate.

Signature _____

Date: _____



Dallas County, Texas
Disclosure of Outside Income

Please complete the following table showing all sources and types (**but not amounts**) of income received by you, your spouse, and any dependents **from outside of Dallas County**. Please use the attached example of a completed form to assist you in this task. Please also use additional pages if necessary to reflect all sources.

DISCLOSURE OF OUTSIDE INCOME

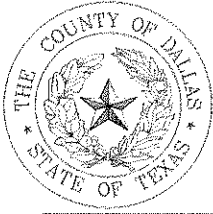
| Individual Receiving Income | Relationship to You | Source of Income | Type of Income |
|------------------------------------|----------------------------|-------------------------|-----------------------|
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I certify that the information requested above is not applicable to my situation as there is no outside income received by myself, any spouse, and/or any dependents.

By signing and submitting this document, I certify, under penalty of law and County policy, that I am the person herein named and that the information contained within this Form is complete, truthful, and accurate.

Signature

Date:



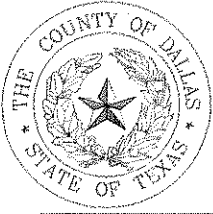
Dallas County, Texas
Disclosure of Outside Income

DISCLOSURE OF OUTSIDE INCOME FORM

| | |
|------------------------------------|--|
| <i>Name</i> | |
| <i>Title/Position</i> | |
| <i>Department</i> | |
| <i>Home Address</i> | |
| <i>Office Telephone Number</i> | |

Reason for Filing

- Commissioners Court member
 - Commissioners Court staff
 - Elected Officer
 - County Administrator, Asst. County Administrator, Auditor,
or Budget Officer
 - Department Head
 - Evaluation Committee member
 - Contract Manager/Program Administrator
 - Other (please explain/describe)
-



Dallas County, Texas Disclosure of Outside Income

Introduction:

Pursuant to Dallas County's Transparency Policy, as adopted under Court Order No. 2011-507, the following individuals are required to disclose the existence and source of any income generated outside of working for Dallas County that is received by that individual, their spouse, or any dependent:

- Commissioners Court members and their staff
- County Administrator, Assistant County Administrator, Auditor, and Budget Officer
- Elected officials, department heads, and other County employees who evaluate bids, proposals, and/or qualifications or who recommend the awarding of contracts and bids, the selling or acquisition of property, or the provision of economic development incentives
- Elected officials, department heads, and other employees who manage or who are otherwise responsible for the daily administration, implementation, or monitoring of a contract, bid, incentive, or property transaction

Said disclosure shall be made to the County Administrator by **April 30th** of each year. The amount of outside income received by someone subject to this policy shall not be required to be disclosed on the **Disclosure of Outside Income Form** attached hereto.

Any change in the source of outside income received by the individual, a spouse, or their dependents shall be promptly reported to the County Administrator, but no later than:

- (1) Prior to a meeting of an evaluation committee of which the individual is a member;
- (2) Before any associated item is placed on the Commissioners Court's agenda; or
- (3) Before any consideration of the item by the Commissioners Court, whichever occurs first.

Additionally, an individual who becomes subject to the provision of this policy after **April 30th** of any year must also comply with the reporting deadlines of this policy.

Failure by a non-elected County official, department head or employee to disclose the existence and source of outside income in the manner prescribed herein may result in discipline, up to and including the termination of the individual.

SECTION 12. No Contact During RFP/RFQ Process

Parties responding to a request for proposal (RFP) or a request for qualifications (RFQ) shall sign a statement stating that, unless otherwise specifically allowed by a formal majority of the Commissioners Court, once the County has released the RFP or RFQ, these interested parties, as well as their employees and any paid or unpaid personnel acting on their behalf, will not contact, meet, or initiate communication with any member of the Commissioners Court for the purpose of discussing their qualifications, the qualifications of other parties, the RFP/RFQ, the anticipated contract, or past contract performance or experience until the responses to the RFP/RFQ are briefed to the Commissioners Court. However, nothing in this provision shall prevent the Commissioners Court from interacting with a current vendor/contractor about typical matters arising under the firm's current contract. Failure to refrain from such contact and discussion may result in the firm being disqualified from further consideration under said RFP/RFQ.

SECTION 13. Voluntary Moratorium on Campaign Contributions During RFP/RFQ Process

Parties interested in responding to a County request for proposal (RFP) or a request for qualifications (RFQ) shall be encouraged to sign a statement indicating that they will be willing to temporarily refrain from making any donation to any Dallas County elected official or candidate for office whose office (or potential office) has any involvement in the selection process for the associated contract during the pendency of the RFP/RFQ through thirty days after the contract is awarded.

SECTION 14. Twelve-Month Waiting Period for Employment of Certain Former County Employees

All contracts involving the County procurement of goods or services shall include a provision which prohibits the firm from hiring any individual who has previously worked for the County and in that capacity either evaluated, recommended, approved, monitored, or managed a contract involving that firm no sooner than twelve months after that individual has ceased to work for or be employed by the County. Failure to adhere to such a contractual requirement may result in the termination of the contract with the County.

Said disclosure shall be made to the County Administrator by April 30 of each year on a Form developed by the County Administrator. Information pertaining to the amount of outside income received by someone subject to this provision shall not be required to be included on the Form by this Policy.

Any change in the sources of outside income that an individual, a spouse, or their dependents receive shall be promptly reported, as soon as practicable, to the County Administrator and must be reported in advance of either any evaluation committee meeting that the individual participates in, before any associated item is placed on the Commissioners Court's agenda, or before any consideration of the item in question by the Commissioners Court, whichever occurs first. Similarly, any individual who becomes subject to this provision after April 30 of any year must also promptly provide the information required by this Policy in advance of either any evaluation committee meeting that the individual participates in, before any associated item is placed on the Commissioners Court's agenda or before any consideration of the item in question by the Commissioners Court, whichever occurs first. Failure by a non-elected County official, department head or employee to appropriately disclose the existence and source of outside income in the manner prescribed herein may result in the termination of that individual's employment with the County.

SECTION 11. Registration of Lobbyists

All lobbyists, prior to engaging in any lobbying activity with the Commissioners Court and to the extent permitted by State law, should file a Lobbyist Registration Form with the County Administrator (for purposes of this Section, a "lobbyist" is any individual, corporation, firm, association or group that receives compensation in an amount of at least \$200 per calendar quarter that is paid, received, or reimbursed in the past, present or future in return for or in connection with providing lobbying services or makes an expenditure, excluding one's own travel, food, or lodging expenses in an amount of at least \$200 per calendar quarter in association with the provision of lobbying services).

The Lobbyist Registration Form shall contain such information as the name of the lobbyist, the lobbyist's client(s), and the issue/subject which the lobbyist anticipates discussing with any member of the Commissioners Court. This Form shall also contain any other information which the Commissioners Court deems as necessary. Each time a lobbyist either represents a different client or becomes involved with a different County issue/subject, the lobbyist should update and submit a new Lobbyist Registration Form.

All received Forms will immediately be forwarded to the Commissioners Court, and the information from these Forms will also be posted on the County's website.

This Section is mandatory and binding to the extent permitted by State law. This Section does not apply to an unpaid volunteer, an individual representing only himself, a media representative on a matter of general public interest, or a governmental entity wishing to discuss matters related to its own governmental interest.

indicating how information that is older than two years and is thus no longer posted on the website may be acquired from the County.

SECTION 6. On-Line Calendar of County Public Meetings

The County shall post on its website a monthly calendar which shall list the time and location of public Commissioners Court meetings and the public meetings of other County boards and committees.

SECTION 7. Disclosure of Campaign Finance Reports

The campaign finance reports for at least the last two years of all Commissioners Court members shall be posted on the County's website. Other elected County officials are also strongly encouraged to post their campaign finance reports from the past two years on the County's website.

SECTION 8. Disclosure of Financial Contributions Made to Specific Non-Profits

All third-party financial contributions made over the past two years to any non-profit organization controlled by a Commissioners Court member, their spouse, or dependent shall be annually disclosed by that Court member by April 30 of each year.

SECTION 9. Disclosure of Previous/Existing Attorney-Client Relationship with Court Member

All private attorneys interested in being retained by the County for legal work must disclose the existence of any previous or on-going attorney-client relationship with any individual Commissioners Court member. Failure to do so may result in the attorney not being retained by the County.

SECTION 10. Disclosure of Outside Income

The following individuals are required to disclose the existence and source of any income generated outside of working for Dallas County that is received by that individual, their spouse, or any dependent:

- Commissioners Court members and their staff
- County Administrator, Assistant County Administrator, Auditor, and Budget Officer
- Elected officials, department heads, and other County employees who evaluate bids, proposals, and/or qualifications or who recommend the awarding of contracts and bids, the selling or acquisition of property, or the provision of economic development incentives
- Elected officials, department heads, and other employees who manage or who are otherwise responsible for the daily administration, implementation, or monitoring of a contract, bid, incentive, or property transaction

DALLAS COUNTY POLICY ON TRANSPARENCY

SECTION 1. Introduction and Purpose

Only an open, visible, and accessible government can endure and function appropriately. Without such characteristics, the public's confidence in government will wane, accountability will deteriorate, new ideas will cease to be exchanged, and the potential for poor decisions will increase.

With the population of Dallas County now being larger than the population of about one-third of the states in the country and with the size of its annual budget approaching that of a Fortune 1000 firm, it is perhaps more important than ever that the County make its workings as transparent and accessible as possible. Accordingly, this Policy shall govern and make more open the County's major operations and decision-making processes and provide the public with precedent-setting access to records, policies, contracts, and other information.

SECTION 2. Application and Interpretation

The County's Transparency Policy shall complement, not replace, existing State and federal law. In the event a provision of this Policy is in conflict with a previously existing County policy, the Transparency Policy shall prevail and supercede the previous policy.

SECTION 3. Administration

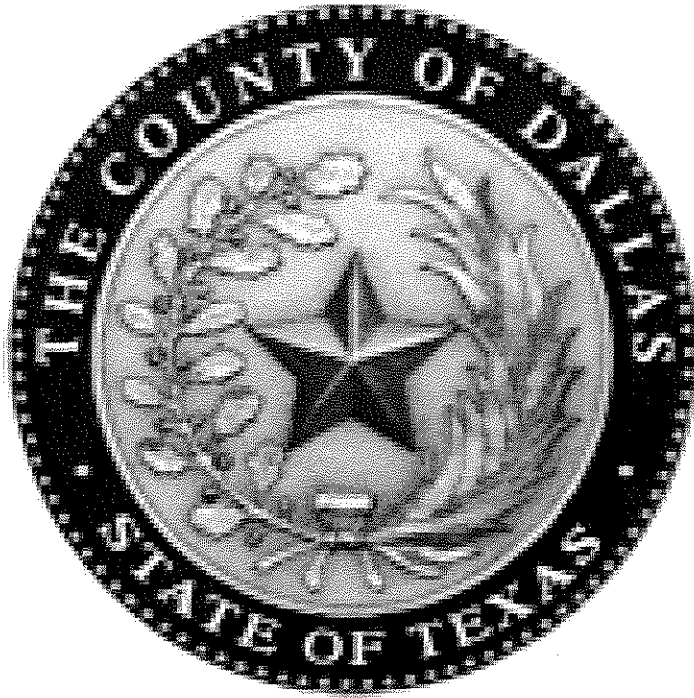
Unless otherwise stated, it shall be the responsibility of the County Administrator (or his designee) to administer the provisions of this Policy, to collect, receive, maintain, and make accessible the information that is required by this Policy, and to monitor, facilitate, and encourage compliance with this Policy.

SECTION 4. Video-Recording of Commissioners Court Meetings

All Tuesday morning formal and briefing sessions of the Dallas County Commissioners Court shall be video-recorded and shall be posted for a period of at least two years on the County's website. A notice shall also be posted on the County's website indicating how video recordings that are older than two years and are thus no longer posted on the website may be acquired from the County.

SECTION 5. On-Line Availability of Additional Commissioners Court Meeting Information

Information pertaining to Commissioners Court meetings, including the formal and briefing session agendas, a summary of the actions taken, approved court orders and contracts, and Court member attendance, shall be posted for a period of at least two years on the County's website. A notice shall also be posted on the County's website



AGENDA ITEM

A.

DIRECTOR'S REPORT JANUARY 2014

The Department recognized outstanding divisional and departmental employees for the month of October, 2013, for the following staff: **DCJD Employees of the Month:** (November '13) Allison Harris (Administration); (December '13) Thomas King (Court Assessment); **Units of the Month:** (November) D.A. Liaison; (December) JJAEP Data Support Services; **Service Pins: 20-years** – Jarvis Redmond (District 8); **5-years** – Linda Schmidt (Education); Charles Askew (Letot).

PROBATION SERVICES

Pre-Adjudication Services:

The Drug Court Diversion Program held its first annual Winter Celebration on December 17, 2013. The celebration was made possible with funds received from the Youth Services Advisory Board. During the Drug Court, nineteen program participants received gift bags containing a journal, snacks and an MP3 player. In addition, two families were presented with gift baskets filled with household necessities such as food items, clothing, cleaning supplies, school supplies and a gas card. All the participants and family members were very touched and appreciative of receiving the gifts and gift baskets. Approximately sixty one individuals, drug court participants and family members were in attendance and received a menu of finger foods and drink. The Juvenile Department is appreciative of the caring and generosity demonstrated by the Youth Services Advisory Board in funding the purchases made and distributed for identified youth and families.

| | DEC | YTD |
|-----------------------------|------|--------|
| Probation Caseload | 1474 | 1550 * |
| New Probationers | 130 | 2185 |
| Review Hearings | 154 | 2604 |
| Delinquent Conduct | 25 | 253 |
| Technical Violations | 33 | 455 |
| Pre-Adjudicated | 732 | - |
| PAIS | 152 | - |
| Total Caseload | 2358 | - |

Post-Adjudication Field Services:

District 2 and District 5 Probation Services Units have moved to their much anticipated new locations. The new lease space will allow the districts to be more centrally located to the communities that they serve. District 2 is now located at the heart of east Dallas in the 75238 zip code. District 5 is now located in the heart of the Pleasant Grove area of Dallas in the 75217 zip code. An Open House will be scheduled in the near future for both districts.

All nine Probation Field Units and the Specialty Units – Special Needs Unit and Diversion Male Court participated in the Youth Services Advisory Board (YSAB) Christmas gift giving event. Thanks to the generous grant awarded by YSAB, probation officers were able to purchase and distribute 605 gifts to 368 youth and families and gave 36 food baskets to needy families. The reactions from the probation officers and the families were heart-felt and proved to be a very worthwhile event. The department's goal is to make this an annual event.

The Diversion Male Court (DMC) held its third graduation ceremony on Monday, January 13th. Eleven (11) youth graduated from this specialized diversion initiative, which held its inaugural court session in February 2013. These young men successfully completed all assignments and finished all character stages of this court to earn their graduation. There are 32 young males currently enrolled in DMC who are making their way toward graduation as well.

Community Service Restitution (CSR) Update:

Throughout the month of December 2013, **320** youth completed a total of **923** court ordered CSR hours at various approved CSR sites in Dallas County. Furthermore, court ordered youth on probation participated in ten Holiday group Community Service Restitution events held at Kwanzaafest at Fair Park, Santa Paws at Fedal

Friends, and Garland Pawsibilities. A total of twenty-seven (27) youth completed one hundred and three (103) hours.

PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION

Psychology staff referred **127** youth for psychiatric services during the month of December. A total of **143** psychiatric consultations were performed with **115** of those being follow-up consultations. Of the **28** initial psychiatric consultations that were performed: **10** resulted in no medication being prescribed; **11** had already been prescribed psychotropic medications and continued those; **1** youth was already prescribed psychotropic medication and their medication was discontinued; and **6** were started on medication.

INSTITUTIONAL SERVICES DIVISION

DETENTION CENTER

MONTHLY REPORT December 2013

Program News & Updates:

“Do you see what’s in My Bag?!!” This was the sentiment that echoed throughout the Detention and Hill Center on Christmas morning as residents rushed to open their holiday striped red and green gift bags. The icing on the cake – red and white “reindeer” bags filled with hot chips, assorted chocolates, candies, cookies, honey buns and so much more. We’ve witnessed many happy faces on Christmas morning, but none like those on Wednesday, December 25, 2013 at 8AM.

So what was in the Bag? Lounge pants with cool tops and designed t-shirts and a short and matching t-shirt. Also, included were the latest in board games, several books and a “4GB MP3 Audio Player” packaged with all the trimmings (earbuds, batteries, USB Cable and 20 songs already loaded)!

None of this would be possible without our Platinum, Gold, Silver, Bronze and Contributing sponsors and volunteers who still believe that Christmas is for kids. A special thank you to our Platinum Sponsors, Youth Services Advisory Board and Alert Ministries; Gold Sponsors, Diocese of Dallas, Thomas & Cheryl Tella (I AM Second) and Rainbow Days; Silver Sponsor, Covenant Church Juvenile Ministry and to our many Bronze Sponsors who are represented by Detention and Hill Center Volunteers.

We would like to give a special shout to our special guest Mayor Mike Rawlings who joined Commissioner John Wiley Price and Dr. Terry Smith and 42 volunteers that included Juvenile and Dallas County employees in the quest to deliver the message of hope and another chance to more than 250 residents. It was a morning of “Youth First!”

On another note, we would like to recognize volunteer, Anne Johns for her tireless efforts and dedication to our residents before and even during her crisis. Ms. Johns lost the fight to cancer on December 20. She lived a life of urgency and on purpose. Her legacy and program “I AM Second” will continue at the Dr. Jerome McNeil, Jr. Detention Center.

Volunteer Programs and Residents Activity:

Total Volunteer’s/Hours for December 2013: Volunteers: 102 Intern: 0 Hours: 301.5

Dallas County Health and Human Services tested/counseled **11** residents; 0 positive for Syphilis and **0** positive for HIV

Life/Social Skill Programs: The Potter’s House – Boys to Men with Character; COPES – Drug Education; ALERT Ministries – Girls Circle; Family & Leadership Empowerment Network (FLEN) – Teens Maturing & Parenting (TMP) and Crumbs; New Friends New Life – Mending the Soul; MTO Leadership Development; I AM Second; UTA School of Social Work - Say it Straight; Family Place - Be Project; Traffick911 – TRAPS (Traps of a

Trafficker); ALERT Ministries – Life Changers; and CCTOF – MOF (Mentoring Our Future)

Spiritual Enrichment/Ministry Bible Study: Covenant Church, A-Team, Gospel Lighthouse, Children's Home Bible Club, Oak Cliff Bible Fellowship, New Birth Baptist Church, Praise Chapel, New Hope Prison Ministry, Living Hope Outreach, New Comfort COGIC and I Am Second; Lend-an-Ear.

| START PROGRAM | | | | | | |
|---|-----|------|-----|-----|-----|-------|
| Activity | Aug | Sept | Oct | Nov | Dec | Total |
| Individual Counseling Sessions | 187 | 160 | 156 | 167 | 170 | 1778 |
| Family Counseling Sessions | 0 | 0 | 0 | 0 | 0 | 0 |
| Victim Impact Panel participation | 7 | 7 | 11 | 5 | 0 | 78 |
| Participation in Family Training Sessions | 47 | 90 | 79 | 52 | 43 | 64 |
| Family Training Sessions | 8 | 8 | 8 | 9 | 5 | 59 |
| Case Staffings | 35 | 32 | 23 | 24 | 43 | 320 |
| Aftercare Contacts | 17 | 16 | 13 | 14 | 13 | 178 |
| Probation Officer Participation in Case Staffings | 93% | 99% | 95% | 92% | 98% | |

December Special Programs/Events:

Movie Night: Movies and refreshments made possible by Robert Cahill, One Way Films

- Judgment
- A Christmas Story

Friday Night Socials – made possible by Covenant Church Juvenile Ministry

| | Aug | Sept | Oct | Nov | Dec | Total |
|-------------------------|------|------|------|------|------|-------|
| Detention Center | | | | | | |
| Admissions | 235 | 228 | 267 | 299 | 250 | 3305 |
| Releases | 223 | 225 | 254 | 377 | 240 | 3259 |
| ADP | 153 | 162 | 177 | 160 | 168 | 161 |
| ALOS (days) | 21.9 | 20.5 | 21.1 | 18.6 | 16.4 | 17.3 |
| Detention Hearings | 568 | 600 | 616 | 615 | 579 | 6508 |
| TYC/Placement Trips | 20 | 30 | 16 | 17 | 11 | 195 |
| Local Trips | 89 | 101 | 95 | 80 | 58 | 854 |
| Youth Transported | 90 | 188 | 78 | 81 | 75 | 1033 |
| START Program | | | | | | |
| Admissions | 7 | 7 | 13 | 9 | 9 | 118 |
| Releases | 6 | 16 | 14 | 8 | 11 | 118 |
| Successful | 6 | 13 | 11 | 6 | 10 | 108 |
| Unsuccessful | 0 | 3 | 3 | 2 | 1 | 10 |
| Administrative | 0 | 0 | 0 | 0 | 0 | 0 |
| ADP | 30 | 26 | 22 | 23 | 28 | 27 |
| ALOS | 89.5 | 89.8 | 91.1 | 89.8 | 90.6 | 91.2 |

Detention: The Detention/START/RDT/Hill centers passed out Christmas gifts to all the residents in the facility on Christmas Day. The Detention/START/RDT/Hill centers had a Christmas Celebration/Staff Appreciation for

all staff. The celebrations were spread out over three weeks in December, the 5th, 12th, & 19th, 2013. The theme this year was "Golden Moment" with a detailed awards ceremony.

**MARZELLE C. HILL TRANSITION CENTER
MONTHLY REPORT, December 2013**

| | Nov. | Dec. | YTD |
|--------------------|------|------|-----|
| Admissions | 63 | 52 | 496 |
| ADP | 33 | 34 | 37 |
| ALOS | 29.1 | 30.2 | 28 |
| Releases | 32 | 32 | 494 |
| Total Youth Served | 55 | 75 | 537 |

Program Updates: Rainbow Days community partner did group with residents and provided stockings with candy and pizza on December 19th. Presbyterian Children's Homes and Services donated gifts to female residents. Hill Center volunteers provided gifts to residents on December 25th.

Program and Residents Activities: Regularly scheduled monthly programming.

Incidents: There were 23 Incident Reports written at the Hill Center during the month of December.

Medical Services: There were no medical issues during the month of December.

Resident Injury: There were no reportable injuries for the month of December.

Grievances from residents: There were 5 grievances filed during the month of December.

Volunteer Services: 6 groups including 21 individuals provided a total of 42 hours of service.

**LETOT CENTER
MONTHLY REPORT, December 2013**

Letot Capital Board Initiatives:

Letot Foundation continues to conduct tours and raise funds for enrichment activities for the new girls Residential Treatment Center.

Community Initiatives:

Non-Residential Services received 60 paper referrals to be addressed through the Letot Crisis Intervention Program, Deferred Prosecution and ESTEEM Court.

The ESTEEM Court continues at Letot Center with Judge Shannon presiding. There are currently five youth and families attending ESTEEM Court. One youth began services in the month of December. Five youth were referred during the month of

| LETOT CENTER | | | |
|---------------------------|------|------|------|
| Residential | Nov | Dec | YTD |
| Admissions | 25 | 16 | 298 |
| Releases | 11 | 27 | 296 |
| ADP | 22 | 21 | 19 |
| ALOS | 26.4 | 29.7 | 23.6 |
| Total Youth Served | 43 | 44 | 313 |
| Intake/Orientation | | | YTD |
| Admissions | 63 | 40 | 883 |
| Releases | 64 | 40 | 884 |
| ADP | 1 | 1 | 1 |
| ALOS | 0.3 | 0.5 | 0.5 |
| Total Youth Served | 64 | 40 | 884 |

December. Aim, Functional Family Therapy, Clinical, and Big Brothers and Sisters have been providing services.

Program and Residents:

The Intake Unit conducted two Intake Orientations (paper complaints) and 11 youth were processed.

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

Medical Services:

Residential: Health Screens – 15, Call Backs – 3, Doctor's visits - 24
Recommendations are made for medical and/or clinical follow-up.

Volunteer Services:

Faith Based Volunteers: worship and religious study - 12 volunteers, 10 hours; Life Skills Volunteers: visiting and teaching - 30 volunteers, 31 hours.

Clinical Services:

In the Residential Unit, Clinical Services held three Process groups with the boys (seven residents) and six Process groups with the girls (26 residents), processing issues pertaining to why they are here and what steps they can take to keep from going further into the system. Residential rounds consisted of clinical team making one to two rounds daily to speak with the youth and JSO's. The daily rounds allow the Clinical team to staff the resident's cases, provide consultation, and conduct crisis screens as needed (50 rounds).

Residential clinical staffing: 64 clients. Held therapy sessions with 60 clients: 81 individual and 37 family sessions.

In the Non-Residential Unit, Clinical Services provided the following services:

Therapy sessions among 32 clients: 28 family session and six individual sessions.

Non-Residential Staffing/Consultation determining timeframe and therapeutic needs: 16.

Conducted 0 HOPE After Care Groups with 0 families (ESTEEM).

Conducted three Parent Support Groups with six families (ESTEEM).

MEDLOCK CENTER

MONTHLY REPORT, December 2013

New Initiatives:

Medlock youth participated in many activities during the holiday season. Each dorm participated in a dorm decorating contest. The dorms were transformed into winter wonderland, Bart Simpson Christmas, and Medlock Staff Gingerbread Christmas. The youth assigned to the two winning dorms were provided extra treats for their cooperation and creativity. On December 14th, Youth Village Resources of Dallas provided a Christmas meal for the young men. On December 15th, the young men were treated to another Christmas dinner provided by Lake Point Church. On Christmas day all youth were favored with holiday treats, clothing, games, movies, books, etc. Parents and guardians were also allowed a special Christmas visit. Thanks to the time and talents of Probation Officer, Lori Husch and others, Medlock was awarded second place in the Gingerbread House Contest sponsored by the Juvenile Department.

Activities:

Youth Village Resources of Dallas, training for STARS and EPIC youth and families; Full Gospel Holy Temple; Family Training; Lake Pointe Baptist Church; Potter's House; Pleasant Valley Baptist Church; Life Quest Essentials.

Medical Services/Transports:

Thirteen (13) youth were transported to Parkland Memorial Hospital for routine medical care. Twelve (12) youth were transported to Henry Wade Detention for routine dental exams. One (1) youth was transported to an independent optometrist appointment.

Volunteer /Intern Hours:

This month we had five (5) individual volunteers who were on campus for ten (10) hours. There were twenty three (23) group volunteers who were on campus for a total of forty six (46) hours. The total volunteer hours for the month of December were fifty six (56) hours.

YOUTH VILLAGE

MONTHLY REPORT, December 2013

On Campus

Family Training, El Centro College Introduction to Computers; Career Management Classes; Culinary Arts Program and Family Place Non-Violence Program and Can We Talk Program.

On December 5, 2013 Youth Village's Annual Holiday Celebration was held in the cafeteria due to inclement weather conditions. Ms. Augustus, Ms. Gomez and several Youth Village students presented an original holiday program for the students, staff, volunteers and guests at the celebration. The program included "step dancing", carol singing and skits. The meal was prepared by Youth Village residents that are involved in the culinary arts program and Mr. Plummer. Youth Village youth also assisted Mr. Plummer in preparing the holiday meal for the staff and residents at Lyle B. Medlock.

During the Christmas holidays all youth participated in a dorm decorating contest. Residents in the winning dorm were favored with extra treats. All residents received shoes, clothing, games, and books for Christmas.

State Assessments-EOC were administered Monday through Thursday, 12/02-05/2013. There were no incidents or testing irregularities. Semester exams were administered Monday-Friday, 12/09-13/2013. The fall semester ended on Friday, 12/20/2013. The report cards were mailed on Friday, 12/20/2013. The students and teachers' Winter Break begins

| MEDLOCK CENTER | | | |
|-----------------------|-------|-------|-------|
| | Nov | Dec | YTD |
| Total | | | |
| Admissions | 6 | 5 | 57 |
| Released | 7 | 9 | 107 |
| Successful | 7 | 9 | 94 |
| Unsuccessful | 0 | 0 | 9 |
| Administrative | 0 | 0 | 4 |
| ALOS | 172.7 | 169.4 | 179.2 |
| ADP | 55 | 53 | 50 |
| Total Youth Served | 60 | 58 | 156 |
| MEDLOCK STARS | | | |
| | Nov | Dec | YTD |
| Admissions | 0 | 0 | 23 |
| Releases | 3 | 1 | 23 |
| Successful | 1 | 1 | 14 |
| Unsuccessful | 2 | 0 | 9 |
| Administrative | 0 | 0 | 0 |
| ALOS (days) | 367 | 296.2 | 335 |
| ADP | 19 | 16 | 18 |
| Total Youth Served | 20 | 17 | 39 |

| | NOV | DEC | YTD |
|---------------------|------|------|------|
| TOTALS | | | |
| Applied | 17 | 19 | 204 |
| Accepted | 8 | 11 | 144 |
| Admissions | 8 | 7 | 109 |
| ADP | 55 | 55 | 52 |
| Avg. Enrollment | 55 | 55 | 52 |
| Avg. LOS (months) | 6.1 | 6.8 | 6 |
| # served | 156 | 163 | 163 |
| Releases | 6 | 8 | 91 |
| Drops | 3 | 1 | 17 |
| Client Satisfaction | 100% | 100% | 100% |
| STARS | | | |
| Admissions | n/a | n/a | n/a |
| Releases | n/a | n/a | n/a |
| Successful | n/a | n/a | n/a |
| Unsuccessful | n/a | n/a | n/a |
| Life Skills | | | |
| Admissions | n/a | n/a | n/a |
| Administrative | n/a | n/a | n/a |
| ADP | n/a | n/a | n/a |
| ALOS | n/a | n/a | n/a |

on Monday, 12/23/2013. Classes resumed on Tuesday, 01/06/2013.

Off Campus

Eight residents and staff attended the Department's Annual Holiday Celebration, the youth provided entertainment during the event and were later treated to lunch at an all you can eat pizza restaurant. One resident was escorted to his grandfather's wake by 2 of our campus staff. One resident had a Review Hearing at the Henry Wade Detention Center. Seven residents attended the 19th Annual Dallas Farmers Market Hoedown at the Food and Fiber Building in Fair Park. Eight residents and staff attended the Café Momentum pop up dinner and fund raiser held at Cane Russo Restaurant in downtown Dallas.

Volunteer /Intern Hours

This month we had a total nine (9) individual volunteers who were on campus for a total 183.5 hours. There were (6) six group volunteers who were on campus for a total of 90.5 hours. One Chaplain provided eight (8) hours of service. The total volunteer hours for the month of December were two hundred eighty two (282) hours.

Medical Services

Eight (8) youth were transported to JDC for routine dental appointments; five (5) youth were transported to Parkland Hospital for pre scheduled appointments; and forty five (45) youth were treated on the Med Van.

Religious Programs

Freedom Fighters Ministry, Full Gospel Holy Temple, Mt. Zion Baptist Church, Countryside Bible Shady Grove Baptist Church , One King Church of Worship, Victory Outreach, Dallas Church of Christ, Catholic Diocese of Dallas.

Staff Activities

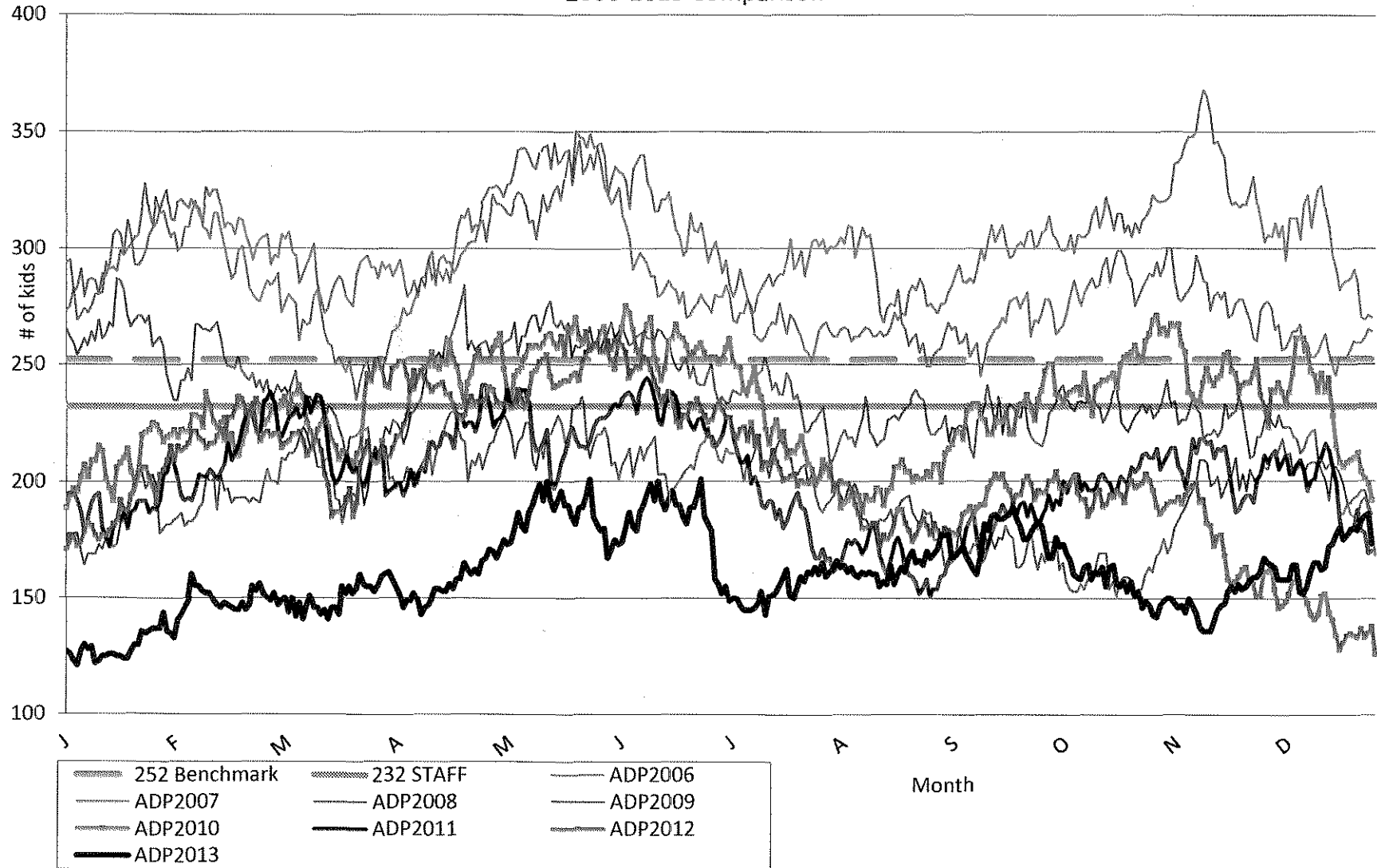
The Motivating Force Committee with the support of Superintendent Ms. Marilyn Boss provided a holiday appreciation lunch to all of the Youth Village and Medlock staff after the Suicide Prevention and Abuse Neglect and Exploitation Suicide Prevention Training.

| DALLAS COUNTY JUVENILE DEPARTMENT | | | | | |
|--|--------------------|---------------|----------|----------|-----------------|
| Referrals During the Month of December 2013, by Offense Category | | | | | |
| Offense Type | All Referral Types | | | | |
| | 2012 | Current Month | YTD 2013 | YTD 2012 | YTD Change 2012 |
| Homicide (F) | 4 | 0 | 7 | 6 | 17% |
| Attempt. Homicide (F) | 0 | 0 | 0 | 0 | 0% |
| Sexual Assault (F) | 85 | 16 | 163 | 166 | -2% |
| Robbery (F) | 113 | 8 | 223 | 125 | 78% |
| Assaultive (F) | 186 | 25 | 229 | 213 | 8% |
| Other Violent (F) | 1 | 0 | 0 | 0 | 0% |
| Burglary (F) | 207 | 32 | 419 | 354 | 18% |
| Theft (F) | 68 | 9 | 174 | 107 | 63% |
| Other Property (F) | 38 | 10 | 50 | 60 | -17% |
| Drug Offenses (F) | 42 | 5 | 111 | 87 | 28% |
| Weapons Offenses (F) | 30 | 4 | 43 | 40 | 8% |
| Other Felony (F) | 51 | 0 | 63 | 71 | -11% |
| Weapons Offenses (M) | 21 | 5 | 49 | 23 | 113% |
| Assaultive (M) | 340 | 54 | 494 | 466 | 6% |
| Theft (M) | 231 | 52 | 611 | 639 | -4% |
| Other Property (M) | 85 | 20 | 181 | 178 | 2% |
| Drug Offenses (M) | 145 | 44 | 483 | 347 | 39% |
| Other Misdemeanor (M) | 268 | 47 | 507 | 465 | 9% |
| Contempt of Magistrate (M*) | 940 | 19 | 492 | 1199 | -59% |
| Violation of Court Order (M*) | 499 | 63 | 634 | 745 | -15% |
| Truancy (C) | 17 | 0 | 16 | 22 | -27% |
| Runaway (C) | 419 | 94 | 756 | 753 | 0% |
| Alt. Ed. Expulsion (C) | 1 | 0 | 7 | 20 | -65% |
| Property (was theft) (C) | 6 | 0 | 13 | 10 | 30% |
| Disorderly Conduct (C) | 9 | 0 | 24 | 29 | -17% |
| Other (C) | 1 | 0 | 8 | 4 | 100% |
| Liquor Laws (C) | 1 | 0 | 5 | 4 | 25% |
| Sex Offenses (C) | 7 | 0 | 6 | 7 | -14% |
| Other CINS (C) | 192 | 10 | 208 | 224 | -7% |
| Contract Detention | 47 | 8 | 52 | 44 | 18% |
| Crisis Intervention | 3 | 29 | 109 | 83 | 31% |
| Total Felony | 4057 | 554 | 6137 | 6491 | -5% |
| Total Misdemeanor | 1090 | 222 | 2325 | 2118 | 10% |
| Total VOP & Contempt | 1439 | 82 | 1126 | 1944 | -42% |
| Total CINS & Crisis | 656 | 133 | 1152 | 1156 | 0% |
| Total Contract Detention | 47 | 8 | 52 | 44 | 18% |
| Grand Total | 7289 | 999 | 10792 | 11753 | -8% |

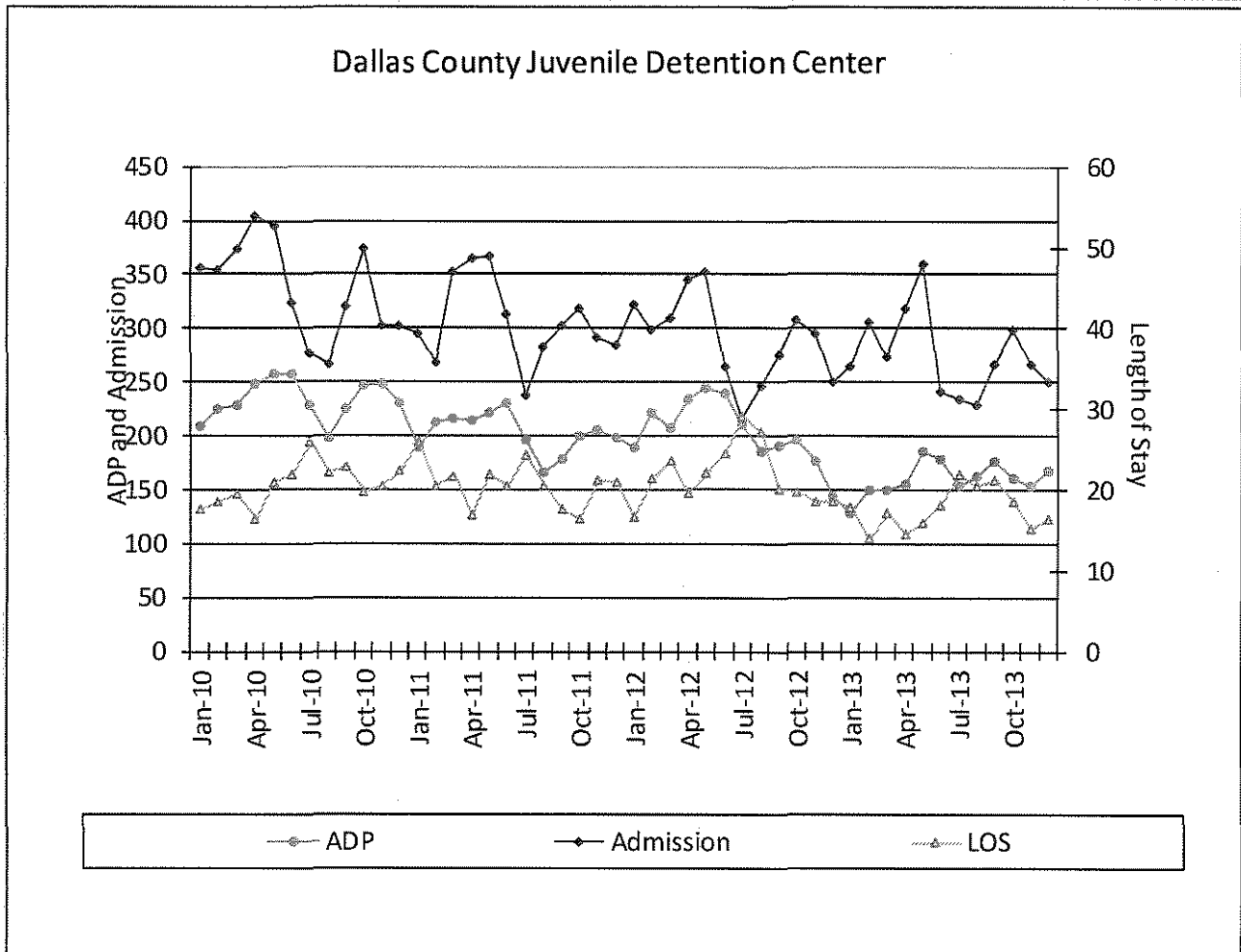
Racial/Ethnic and Gender Breakdown of Referrals, Year to Date

| Race/Ethnicity | Felony | Misc. | VOP & Contempt | CINS/Crisis | Contract Detention | Total |
|---------------------------|--------|-------|----------------|-------------|--------------------|-------|
| American Indian | 0 | 2 | 2 | 5 | 0 | 9 |
| % | 0% | 0% | 0% | 0% | 0% | 0% |
| Asian or Pacific Islander | 9 | 25 | 4 | 10 | 0 | 48 |
| % | 1% | 1% | 0% | 1% | 0% | 1% |
| African American | 776 | 1197 | 456 | 483 | 20 | 2932 |
| % | 51% | 50% | 40% | 42% | 37% | 47% |
| Hispanic | 552 | 867 | 598 | 465 | 22 | 2504 |
| % | 36% | 36% | 52% | 40% | 41% | 40% |
| Unknown | 2 | 3 | 2 | 1 | 0 | 8 |
| % | 0% | 0% | 0% | 0% | 0% | 0% |
| Caucasian | 195 | 320 | 91 | 186 | 12 | 804 |
| % | 13% | 13% | 8% | 16% | 22% | 13% |
| Total | 1534 | 2414 | 1153 | 1150 | 54 | 6305 |
| Gender | | | | | | |
| Female | 193 | 648 | 328 | 631 | 16 | 1816 |
| % | 12% | 26% | 28% | 53% | 29% | 28% |
| Male | 1383 | 1829 | 854 | 550 | 39 | 4655 |
| % | 88% | 74% | 72% | 47% | 71% | 72% |
| Total | 1576 | 2477 | 1182 | 1181 | 55 | 6471 |
| % | 100% | 100% | 100% | 100% | 100% | 100% |

Average Daily Detention Population: 2006-2013 Comparison

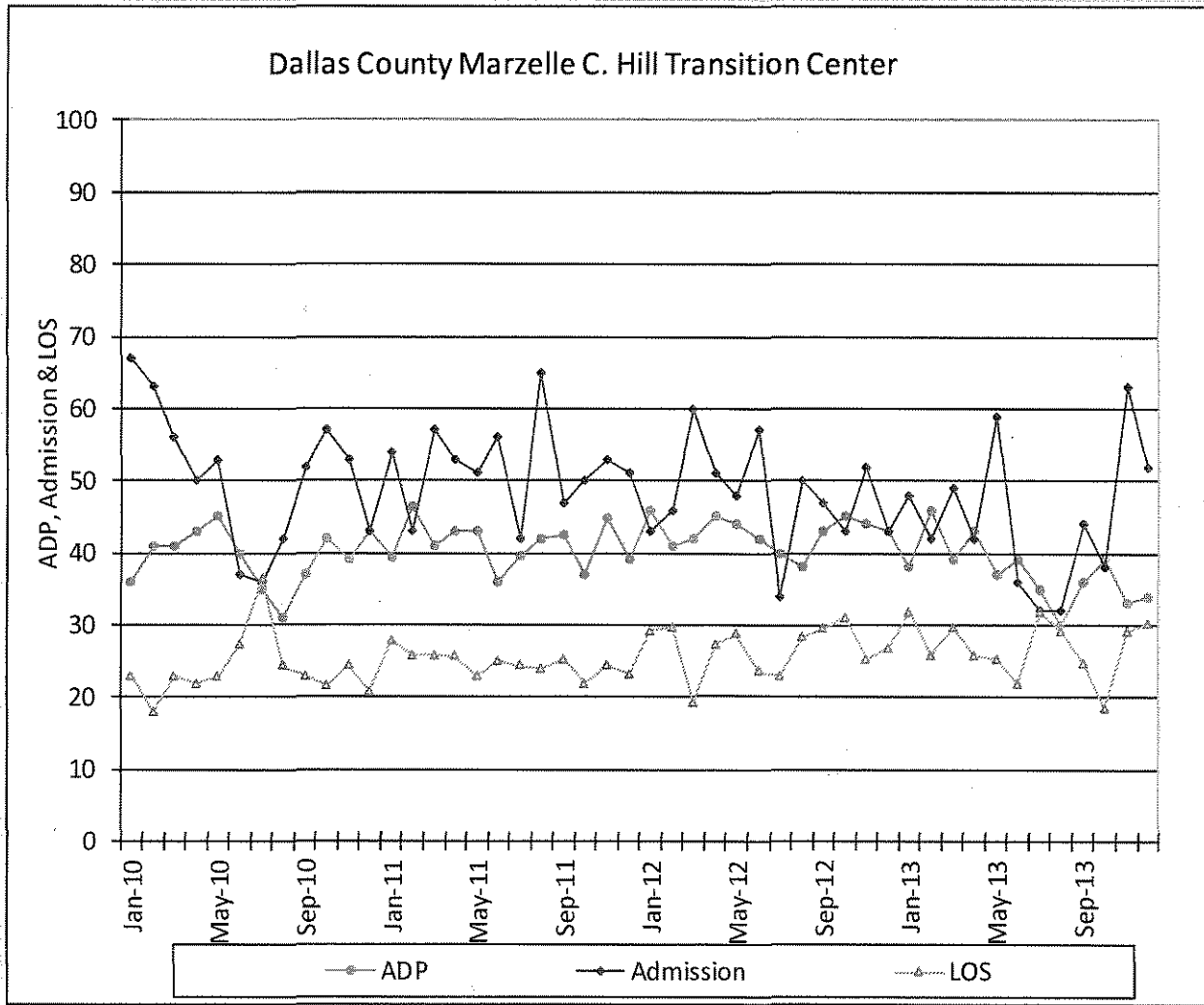


ATTACHMENT B

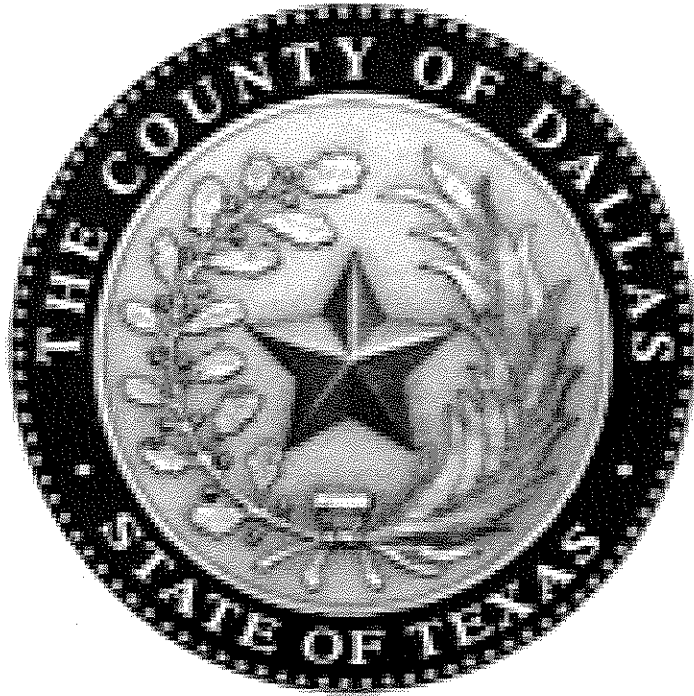


| Month | ADP | | | | Admissions | | | | Average Length of Stay | | | |
|---------|------|------|------|------|------------|------|------|------|------------------------|------|------|------|
| | 2010 | 2011 | 2012 | 2013 | 2010 | 2011 | 2012 | 2013 | 2010 | 2011 | 2012 | 2013 |
| Jan | 209 | 190 | 189 | 129 | 357 | 295 | 323 | 264 | 17.6 | 26.0 | 16.6 | 17.8 |
| Feb | 225 | 212 | 222 | 150 | 354 | 269 | 299 | 306 | 18.6 | 20.4 | 21.5 | 13.9 |
| Mar | 228 | 216 | 207 | 150 | 374 | 352 | 310 | 273 | 19.6 | 21.8 | 23.5 | 17.1 |
| Apr | 248 | 215 | 234 | 156 | 404 | 365 | 346 | 319 | 16.3 | 16.9 | 19.5 | 14.4 |
| May | 257 | 221 | 245 | 186 | 395 | 367 | 353 | 359 | 20.9 | 21.9 | 22.1 | 15.9 |
| Jun | 258 | 231 | 240 | 178 | 324 | 313 | 264 | 242 | 22.0 | 20.4 | 24.6 | 18.2 |
| Jul | 229 | 196 | 211 | 153 | 277 | 237 | 217 | 235 | 25.9 | 24.4 | 29.2 | 21.9 |
| Aug | 198 | 166 | 185 | 162 | 266 | 282 | 246 | 228 | 22.1 | 20.5 | 27.2 | 20.5 |
| Sep | 225 | 178 | 191 | 177 | 321 | 302 | 276 | 267 | 22.8 | 17.7 | 20.1 | 21.1 |
| Oct | 247 | 200 | 196 | 160 | 375 | 318 | 307 | 299 | 19.7 | 16.5 | 19.7 | 18.6 |
| Nov | 249 | 206 | 176 | 154 | 302 | 292 | 296 | 266 | 20.5 | 21.2 | 18.6 | 15.3 |
| Dec | 230 | 198 | 144 | 168 | 302 | 284 | 251 | 250 | 22.4 | 21.0 | 18.6 | 16.4 |
| YTD AVG | 232 | 203 | 212 | 160 | 345 | 310 | 294 | 279 | 20.6 | 20.7 | 22.4 | 17.9 |
| Average | 234 | 202 | 203 | 160 | 338 | 306 | 291 | 276 | 20.7 | 20.7 | 21.8 | 17.6 |

ATTACHMENT C



| Month | 2010 | 2011 | 2012 | 2013 | 2010 | 2011 | 2012 | 2013 | 2010 | 2011 | 2012 | 2013 |
|---------|------|------|------|------|------|------|------|------|------|------|------|------|
| Jan | 36 | 39 | 46 | 38 | 67 | 54 | 43 | 48 | 23 | 28 | 29 | 32 |
| Feb | 41 | 46 | 41 | 46 | 63 | 43 | 46 | 42 | 18 | 26 | 30 | 26 |
| Mar | 41 | 41 | 42 | 39 | 56 | 57 | 60 | 49 | 23 | 26 | 19 | 30 |
| Apr | 43 | 43 | 45 | 43 | 50 | 53 | 51 | 42 | 22 | 26 | 27 | 26 |
| May | 45 | 43 | 44 | 37 | 53 | 51 | 48 | 59 | 23 | 23 | 29 | 25 |
| Jun | 40 | 36 | 42 | 39 | 37 | 56 | 57 | 36 | 27 | 25 | 24 | 22 |
| Jul | 35 | 40 | 40 | 35 | 36 | 42 | 34 | 32 | 36 | 24 | 23 | 32 |
| Aug | 31 | 42 | 38 | 30 | 42 | 65 | 50 | 32 | 24 | 24 | 28 | 29 |
| Sep | 37 | 43 | 43 | 36 | 52 | 47 | 47 | 44 | 23 | 25 | 30 | 25 |
| Oct | 42 | 37 | 45 | 39 | 57 | 50 | 43 | 38 | 22 | 22 | 31 | 30 |
| Nov | 39 | 45 | 44 | 33 | 53 | 53 | 52 | 63 | 24 | 25 | 25 | 29 |
| Dec | 43 | 39 | 43 | 34 | 43 | 51 | 43 | 52 | 21 | 23 | 27 | 30 |
| YTD AVG | 39 | 41 | 43 | 38 | 51 | 52 | 48 | 42 | 24 | 25 | 27 | 28 |
| Average | 39 | 41 | 43 | 37 | 51 | 52 | 48 | 45 | 24 | 25 | 27 | 28 |



AGENDA ITEM

B.

**Juvenile Department Secure Programs Operations Report
4th Quarter 2013**

Effective January 1, 2010, TJPC Standards require the facility administrator or chief administrative officer to update the Juvenile Board on the operations of the facility as outlined below. Previously this report was submitted to the Juvenile Board annually during the facility walk through and certification process.

Subchapter: B. Pre-Adjudication and Post-Adjudication Secure Facility Standards
§343.212. Duties of Facility Administrator

(h) The facility administrator or chief administrative officer shall provide the presiding officer of the juvenile board or governing board of the facility with periodic updates on the operation of the facility, including the following information to be provided at least every quarter:

- (1) facility population/capacity reports;
- (2) number of serious incidents by category that occurred in the facility;
- (3) number of resident restraints by type (e.g., personal, mechanical and chemical);
- (4) number of injuries to residents requiring medical treatment; and
- (5) number of injuries to staff requiring medical treatment.

Quarterly Operations data for the Juvenile Department's secure programs follows.

DR. JEROME MCNEIL, JR. DETENTION CENTER

The Dr. Jerome McNeil, Jr. Detention Center is certified and has the capacity to 322 house youth. 4th quarter statistics for the facility are as follows:

| Incident Description (Performance Measures) | October | November | December | Quarter Totals |
|--|----------------|-----------------|-----------------|-----------------------|
| Facility Population | 160 | 154 | 168 | 161 avg. |
| Physical Restraints | 24 | 20 | 40 | 84 |
| Chemical Restraints | 0 | 0 | 0 | 0 |
| Mechanical Restraints | 7 | 5 | 19 | 31 |
| Escape - Serious Incident | 0 | 0 | 0 | 0 |
| Attempted Escape - Serious Incident | 0 | 0 | 0 | 0 |
| Suicide Gesture - Serious Incident | 0 | 0 | 2 | 2 |
| Reportable Injury - Serious Incident | 2 | 1 | 4 | 7 |
| Youth on Youth Physical Assault - Serious Incident | 3 | 3 | 3 | 9 |
| Attempted Suicide - Serious Incident | 0 | 0 | 2 | 2 |
| Resident Injuries (Basic First Aid/Sports Related) | 26 | 19 | 35 | 80 |
| Staff Injuries | 4 | 3 | 2 | 9 |
| Youth on Youth Sexual Conduct | 1 | 0 | 0 | 1 |

Account of Reportable Injuries:

- 2013 OCT: 10/04** While distributing clothing, Resident C.P. stated to JSO S. Aghimen that he, Resident C.P., needed to pass gas. He was directed to the sleeping area to do so, where Resident C.P. then fell to the floor and passed out. Resident C.P. was taken to the clinic on a wheel chair where he was seen by Nurse Griffin, and Doctor White-Jackson.
- 10/19** Resident D.R. was being placed in his cell after medication time; Resident D.R. proceeded to hit the cell door with a closed fist. Resident D.R. sustained an injury to his pointer finger of his right hand. Resident D.R. was seen by Nurse Adams and it was recommended that Resident D.R. be transported to Parkland Hospital for stitches. Resident D.R. was transported to the hospital and received three stitches to his pointer finger on his right hand.
- 2013 NOV: 11/25** At bedtime Resident K.T. stated to JSO J. Clemons that she was having difficulty breathing and also that her lips were swollen. Resident K.T. was escorted to the clinic and was seen by Nurse Hua. Resident K.T. was administered 25mg of Benadryl and instructed to drink 4 cups of water. It was recommended that Resident K.T. be transported to Parkland Hospital for further evaluation.
- 2013 DEC: 12/14** During routine door checks, Resident B.B. stated that he was going to harm himself with his bedding in his cell. JSO E. Lee began to remove the bedding from the Resident's cell to avoid any possible safety concerns. At this time, Resident B.B. attempted an escape from the section; responding staff assisted with securing Resident B.B. and removing his clothes due to the continual threats of harming himself. Resident B.B. was escorted to the medical clinic and was seen by Nurse Akin. It was recommended that Resident B.B. be transported to Parkland Hospital Emergency Room for a psych evaluation.
- 12/16** Resident I.M. stated to JSO W. Bell that he was feeling sick and needed to vomit during classroom time. JSO J. Thompson and Supervisor A. Aaron escorted Resident I.M. to the clinic at which time Resident I.M. stated that he had been saving all of his medication pills from previous shifts, and had consumed several pills earlier that day. After being seen by Nurse Skief and Doctor Jackson-White, it was recommended that Resident I.M. be transported to Parkland Hospital for further evaluation.
- 12/17** As the residents were being removed from their cells; Resident E.S. obtained a bottle of air freshener without JSO A. Snorton's knowledge. Once JSO A. Snorton became aware that Resident E.S. was in possession of the air freshener can, JSO A. Snorton proceeded to remove the can from the resident. Resident E.S. stated that he had already consumed some of the air freshener in his mouth while it was in his possession. Resident E.S. was examined by Nurse Poole and gave Resident E.S. instructions to rinse his mouth out and drink several cups of water, which was administered and supervised by Nurse Poole and JSO J. Thompson. Resident E.S. was then examined by Dr. Batson who reported no injuries to Resident E.S. nor was any treatments needed at that time.
- 12/18** Resident D.C. collapsed to the floor outside of the education area. JSO J. Thompson initiated a Code Blue and attempted to verify if Resident D.C. was conscious or unconscious. Resident D.C. was assessed by Nurse Chandy in which she recommended that Resident D.C. be escorted to the clinic and examined by Dr. Johnson. Dr. Johnson examined Resident D.C. and administered medication and placed Resident E.S. on 24hr bed rest.

Juvenile Department Non Secure Programs Operations Report
4th Quarter 2013

Effective January 1, 2010, TJPC Standards require the facility administrator or chief administrative officer to update the Juvenile Board on the operations of the facility as outlined below. Previously this report was submitted to the Juvenile Board annually during the facility walk through and certification process.

Subchapter: B. Pre-Adjudication and Post-Adjudication Secure Facility Standards

§343.212. Duties of Facility Administrator

(h) The facility administrator or chief administrative officer shall provide the presiding officer of the juvenile board or governing board of the facility with periodic updates on the operation of the facility, including the following information to be provided at least every quarter:

- (1) facility population/capacity reports;
- (2) number of serious incidents by category that occurred in the facility;
- (3) number of resident restraints by type (e.g., personal, mechanical and chemical);
- (4) number of injuries to residents requiring medical treatment; and
- (5) number of injuries to staff requiring medical treatment.

Quarterly Operations data for the Juvenile Department's non-secure programs follows.

MARZELLE HILL TRANSITION CENTER

The Marzelle Hill Center is certified and has the capacity to house 48 youth. 4th quarter statistics for the facility are as follows:

| Incident Description (Performance Measures) | Oct | Nov | Dec | Quarter Totals |
|---|------------|------------|------------|-----------------------|
| Facility Population | 39 | 33 | 34 | 35 Avg. |
| Physical Restraints | 5 | 6 | 2 | 13 |
| Chemical Restraints | 0 | 0 | 0 | 0 |
| Mechanical Restraints | 0 | 0 | 0 | 0 |
| Escape - Serious Incident | 0 | 0 | 0 | 0 |
| Attempted Escape - Serious Incident | 1 | 0 | 0 | 1 |
| Suicide Gesture - Serious Incident | 0 | 0 | 0 | 0 |
| Reportable Injury - Serious Incident | 0 | 0 | 0 | 0 |
| Youth on Youth Physical Assault - Serious Incident | 0 | 0 | 0 | 0 |
| Attempted Suicide - Serious Incident | 0 | 0 | 0 | 0 |
| Resident Injuries (Basic First Aid/Sports Related) | 0 | 0 | 2 | 2 |
| Staff Injuries | 0 | 0 | 0 | 0 |

**Juvenile Department Secure Programs Operations Report
4th Quarter 2013**

Effective January 1, 2010, TJJJ Standards require the facility administrator or chief administrative officer to update the Juvenile Board on the operations of the facility as outlined below. Previously this report was submitted to the Juvenile Board annually during the facility walk through and certification process.

Subchapter: B. Pre-Adjudication and Post-Adjudication Secure Facility Standards
§343.212. Duties of Facility Administrator

(h) The facility administrator or chief administrative officer shall provide the presiding officer of the juvenile board or governing board of the facility with periodic updates on the operation of the facility, including the following information to be provided at least every quarter:

- (1) facility population/capacity reports;
- (2) number of serious incidents by category that occurred in the facility;
- (3) number of resident restraints by type (e.g., personal, mechanical and chemical);
- (4) number of injuries to residents requiring medical treatment; and
- (5) number of injuries to staff requiring medical treatment.

Quarterly Operations data for the Juvenile Department's secure programs is as follows.

LETOT CENTER

The Letot Center is registered by TJJJ and has the capacity to house 40 (Orientation and Residential programs). 4th quarter statistics for the facility are as follows:

| Incident Description (Performance Measures) | OCT | NOV | DEC | Quarter Totals |
|--|------------|------------|------------|---------------------------|
| Facility Population | 21.0 | 23.5 | 22.1 | 22 Avg. |
| Physical Restraints | 8 | 1 | 2 | 11 |
| Chemical Restraints | 0 | 0 | 0 | 0 |
| Mechanical Restraints | 0 | 0 | 0 | 0 |
| Escape - Serious Incident | 0 | 3 | 0 | 3 |
| Attempted Escape - Serious Incident | 2 | 0 | 1 | 3 |
| Attempted Suicide - Serious Incident | 0 | 0 | 0 | 0 |
| Reportable Injury - Serious Incident | 0 | 0 | 0 | 0 |
| Youth on Youth Physical Assault - Serious Incident | 2 | 0 | 0 | 2 |
| Youth Sexual Conduct - Serious Incident | 0 | 0 | 0 | 0 |
| Resident Injuries Requiring Medical Treatment | 0 | 0 | 0 | 0 |
| Staff Injuries Requiring Medical Treatment | 0 | 0 | 0 | 0 |

*Medical treatment means medical care, processes, and procedures that are performed by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic, or dentist. Diagnostic procedures are excluded unless further intervention beyond basic first aid is needed.

**Juvenile Department Secure Programs Operations Report
4th Quarter 2013**

Effective January 1, 2010, TJJ Standards require the facility administrator or chief administrative officer to update the Juvenile Board on the **operations** of the facility as outlined below. Previously this report was submitted to the Juvenile Board annually during the facility walk through and certification process.

Subchapter: B. Pre-Adjudication and Post-Adjudication Secure Facility Standards
§343.212. Duties of Facility Administrator

(h) The facility administrator or chief administrative officer shall provide the presiding officer of the juvenile board or governing board of the facility with periodic updates on the operation of the facility, including the following information to be provided at least every quarter:

- (1) facility population/capacity reports;
- (2) number of serious incidents by category that occurred in the facility;
- (3) number of resident restraints by type (e.g., personal, mechanical and chemical);
- (4) number of injuries to residents requiring medical treatment; and
- (5) number of injuries to staff requiring medical treatment.

Quarterly Operations data for the Juvenile Department's secure programs is as follows.

LYLE B. MEDLOCK TREATMENT CENTER

The Lyle B. Medlock Treatment Facility is certified and has the capacity to house 96 youth. 4th quarter statistics for the facility are as follows:

| Incident Description (Performance Measures) | Oct | November | Dec | Quarter Totals |
|--|------------|-----------------|------------|---------------------------|
| Facility Population | 74 | 74 | 69 | 72 avg. |
| Physical Restraints | 13 | 6 | 5 | 24 |
| Chemical Restraints | 0 | 0 | 0 | 0 |
| Mechanical Restraints | 1 | 0 | 0 | 1 |
| Escape - Serious Incident | 0 | 0 | 0 | 0 |
| Attempted Escape - Serious Incident | 0 | 0 | 0 | 0 |
| Attempted Suicide - Serious Incident | 0 | 0 | 0 | 0 |
| Reportable Injury - Serious Incident | 1 | 2 | 0 | 3 |
| Youth on Youth Physical Assault - Serious Incident | 0 | 2 | 0 | 2 |
| Youth Sexual Conduct- Serious Incident | 1 | 0 | 0 | 1 |
| Resident Injuries Requiring Medical Treatment | 1 | 2 | 0 | 3 |
| Staff Injuries Requiring Medical Treatment | 0 | 0 | 0 | 0 |

*Medical treatment means medical care, processes, and procedures that are performed by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic, or dentist. Diagnostic procedures are excluded unless further intervention beyond basic first aid is needed.

October, 2013: Resident Briggs got angry and hit the wall, and as a result he suffered a broken finger. He was treated at Parkland Hospital.

Resident Williams reported that two other youth were showing him their penis in the classroom and he got aroused. This incident was reported to TJJ.

November, 2013: Resident Clayton assaulted Resident Ballard, who was taken to Parkland because he passed out. No serious injuries were sustained.

Resident Ricardo assaulted Resident Soto. Resident Soto was transported to Parkland Hospital where he was treated and given three sutures.

Dallas County Youth Village

The Dallas County Youth Village is TDFPS licensed has a General Residential Operations to house 88 youth and TJJD to house 72 youth. 4th quarter statistics for the facility are as follows:

| Incident Description (Performance Measures) | Oct | Nov | Dec | Quarter Totals |
|--|-----|-----|-----|----------------|
| Facility Population | 54 | 55 | 55 | 55 avg. |
| Physical Restraints | 2 | 3 | 2 | 7 |
| Chemical Restraints | 0 | 0 | 0 | 0 |
| Mechanical Restraints | 0 | 0 | 0 | 0 |
| Escape - Serious Incident | 0 | 0 | 0 | 0 |
| Attempted Escape - Serious Incident | 0 | 0 | 0 | 0 |
| Suicide Gesture - Serious Incident | 0 | 2 | 0 | 2 |
| Reportable Injury - Serious Incident | 1 | 3 | 0 | 4 |
| Youth on Youth Physical Assault - Serious Incident | 0 | 0 | 0 | 0 |
| Youth on Youth Sexual Assault - Serious Incident | 0 | 0 | 0 | 0 |
| Attempted Suicide- Serious Incident | 0 | 0 | 0 | 0 |
| Resident Injuries (Basic First Aid/Sports Related) | 6 | 16 | 8 | 30 |
| Staff Injuries | 0 | 0 | 0 | 0 |

Account of Reportable Injuries:

10/31/13- Resident J. Stevens fractured his pinky finger during a recreation event and received medical treatment at Parkland Hospital.

11/2/13 Resident J. Winston fractured his nose during a recreation event and received medical treatment at Parkland Hospital. During his visit to Parkland, it was determined that he also had a fractured left hand due to an old fracture prior to his placement at YV.

11/19/13- Resident J. Padilla suffered acute appendicitis. He was transported to Parkland Hospital where emergency surgery was performed. The youth was released within twenty four (24) hours after a successful surgery. Subsequently, he was successfully released from placement to the custody of his parents.

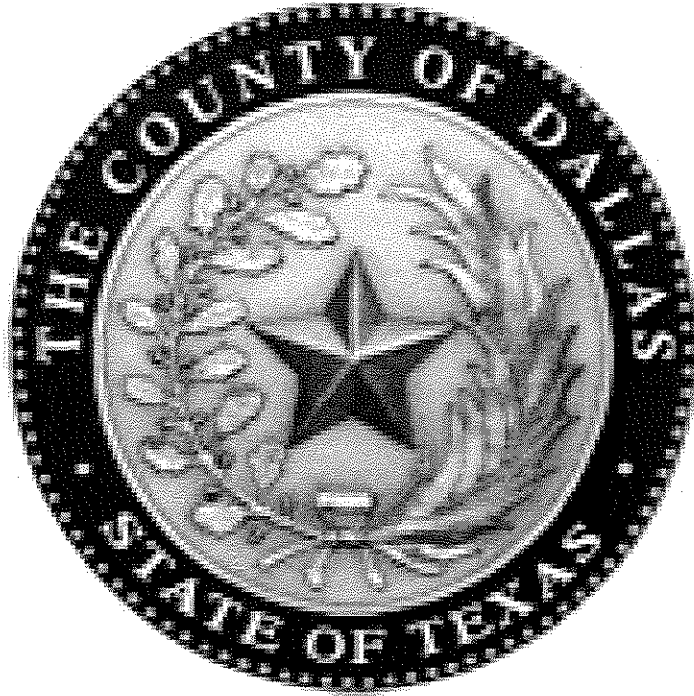
11/12/13 – Resident J. Winston fractured his right hand due to physical altercation with another resident. He was transported to Parkland Hospital for medical treatment.

Escapes: None

Attempted Escapes: None

Staff Injuries: None

Suicide Gestures: 10/8/13 and 10/30//13- Resident J. Martinez made a suicidal gesture by claiming he was going to “kill himself.” The youth was referred to Psychology and did not suffer any injuries.



AGENDA ITEM

C.

Dallas County
Juvenile Justice Alternative Education Program
MONTHLY REPORT
January 2014

November 2013 –

Quote of the Month – “If you think education is expensive, try ignorance.”

Overview of Activities

Students at J.J.A.E.P. conducted a Thanksgiving food drive from November 4th – 20th. Students were encouraged to donate at least two canned food items to fill Thanksgiving baskets for needy families. The class with the highest amount of donations was treated to popcorn and viewed an educational movie prior to dismissal. Ms. Harned’s homeroom came in first with two hundred twenty three donated items, of which one hundred twenty canned items were donated by a student’s family in her homeroom. We recognized the student by placing a certificate on the Wall of Honor. His family also received a copy. Ms. Gaines’ homeroom class collected one hundred fifty five items. A grand total of three hundred seventy eighty food items was collected. Parents were informed of our food drive in our monthly newsletter. Needless to say we are so proud of our students for displaying such generosity.

National Education Week was celebrated November 18th – 22nd, 2013. During this time Americans are able to recognize the power of public education and honor individuals who are making a difference by ensuring that every child has the right to a quality education. Parents were sent an invitation to visit the school and have lunch with their child and one student created a visual display on the relevancy of education where it was posted in the education suite.

Approximately twenty students made the honor roll or achieved perfect attendance. Individual certificates recognizing students’ achievement were posted on the wall in view of the population. A special holiday breakfast was held for these achievers on December 19, 2013. The monthly Eagle Newsletter was sent home to parents to keep them informed of events occurring at the school.

Instructional Activities

Science:

This month in science students studied DNA, acids and bases, and the characteristics of waves. Students were able to create a model DNA and complete a matching chromosome activity. The chemistry students were able to test various liquids for PH to determine whether the liquid was an acid or base. For American Education Week, students were given a job in the science profession and mapped out the selected career. Information they had to find and present included the profession, what degree was required, profession growth potential, job duties and training information for that job. They also had to describe their life as that professional in detail. Students realized education was the key to any professional’s success.

Social Studies:

Students studied the major religions of the world. They researched and created poster presentations on each religion focusing on beliefs, symbols, writings, deity, and a number of world wide followers. Posters were displayed in the education hallway.

Students observed American Education week by creating a Multiflow Thinking Map on the importance of education. "Getting an Education" was the common goal for all students. Students came up with causes and effects of education. For example; studying hard, completing homework, attending school can be seen as causes and getting a good job, having a stable income and the ability to buy products can be seen as effects of getting an education.

ELAR:

Students studied informational text in various formats. Selected pamphlets, news and magazine articles were read to understand the basic purpose of this written text. This unit is part of the STAAR test.

Mathematics:

In preparation for taking the State of Texas Assessments of Academic Readiness (STAAR) and End of Course exams, students reviewed basic mathematics problem solving skills in addition, multiplication, percentages, division, and subtraction. Ninth through 12th graders reviewed mathematic systems and the theories used in solving problems.

Special Education:

The Special Education department conducted two Assessment Review and Dismissal (ARD) reviews for current students. Representatives from the students' assigned district conducted the review.

December 2013 –

Quote of the Month: "The future belongs to young people with an education and the imagination to create." President Barak Obama

Overview:

This month was an abbreviated, high paced and high stakes testing assessment month. Students were administered the mandated State of Texas Assessments of Academic Readiness (STAAR) and End of Course examinations. Testing spanned over a one week period, with final subject area examinations occurring the second week of the month. Since so much time was needed to meet state guidelines and time window, our focus was on testing. Parents were informed of the testing schedule through our monthly newsletter.

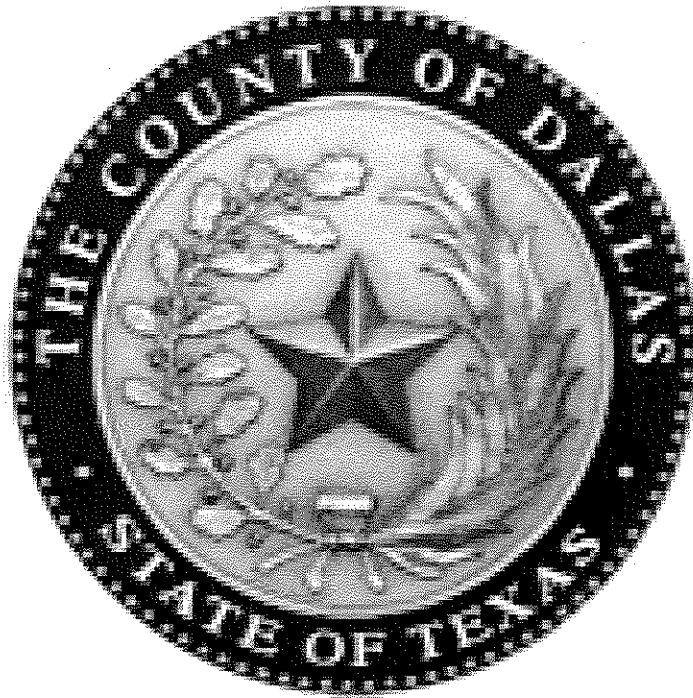
Instructional Overview:

Teachers in all subject matters concentrated on preparation for STARR and EOC and final examinations. Students reviewed previous course work and studied notes. Final examinations were unified in all core content areas. Department chairs developed the tests based on TEKs and teacher input.

Celebrations:

Honor Roll and Perfect Attendance students were treated to a waffle, pancake and breakfast casserole breakfast. Sound holiday music was played as students celebrated their accomplishments. Our hats are off to these students!

| DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|---|--|-------------------|----------|------------------|--|---------------------------|--|-----------|--|---------------|--|--------|---------|---------|--|--|--|-------|--|--|--|--|
| ACTIVE ENROLLMENT | | | | | | | | | | | | | | | | | | | | | | | | |
| Student Enrollment as of: | | 12/20/2013 | | Total Enrollment: | | 86 | | | | | | | | | | | | | | | | | | |
| Students on Probation/Spv.: | | 31 | | 36.05% | | | | | | | | | | | | | | | | | | | | |
| OFFENSE STATUS | | | | | | | | | | | | | | | | | | | | | | | | |
| Disc.: | | 21 | | 24.42% | | Mand.: | | 63 | | 73.26% | | Plmt.: | | 2 | | 2.33% | | | | | | | | |
| DEMOGRAPHICS | | | | | | | | | | | | | | | | | | | | | | | | |
| GENDER | | | | | DISTRICT | | | | | | | | | | | | | | | | | | | |
| Category | | | | | Category | | | | | | | | | | | | | | | | | | | |
| Male | | | | | Female | | | | | Number | | | | | Percent | | | | | | | | | |
| 67 | | | | | 19 | | | | | CFB-904 | | | | | 4 | | | | | 4.65% | | | | |
| 77.91% | | | | | 22.09% | | | | | CHISD-904 | | | | | 1 | | | | | 1.16% | | | | |
| GRADE | | Number | | Percent | | Coppell-992 | | 0 | | 0.00% | | Desoto-906 | | 1 | | 1.16% | | | | | | | | |
| 3 | | 0 | | 0.00% | | DISD-905 | | 25 | | 29.07% | | Duncville-907 | | 12 | | 13.95% | | | | | | | | |
| 4 | | 1 | | 1.16% | | Garland-909 | | 7 | | 8.14% | | GPISD-910 | | 8 | | 9.30% | | | | | | | | |
| 5 | | 1 | | 1.16% | | HPISD-911 | | 0 | | 0.00% | | IRVING-912 | | 11 | | 12.79% | | | | | | | | |
| 6 | | 4 | | 4.65% | | Lancaster-913 | | 0 | | 0.00% | | Mesquite-914 | | 9 | | 10.47% | | | | | | | | |
| 7 | | 9 | | 10.47% | | RISD-916 | | 8 | | 9.30% | | Sunnyvale-919 | | 0 | | 0.00% | | | | | | | | |
| 8 | | 9 | | 10.47% | | | | | | | | | | | | | | | | | | | | |
| 9 | | 27 | | 31.40% | | | | | | | | | | | | | | | | | | | | |
| 10 | | 17 | | 19.77% | | | | | | | | | | | | | | | | | | | | |
| 11 | | 13 | | 15.12% | | | | | | | | | | | | | | | | | | | | |
| 12 | | 5 | | 5.81% | | | | | | | | | | | | | | | | | | | | |
| | | 86 | | 100.00% | | | | | | | | | | 86 | | 100.00% | | | | | | | | |
| AGE | | Number | | Percent | | ETHNICITY | | Number | | Percent | | | | | | | | | | | | | | |
| 10 | | 2 | | 2.33% | | African American | | 28 | | 32.56% | | | | | | | | | | | | | | |
| 11 | | 2 | | 2.33% | | Asian | | 1 | | 1.16% | | | | | | | | | | | | | | |
| 12 | | 1 | | 1.16% | | Caucasian | | 10 | | 11.63% | | | | | | | | | | | | | | |
| 13 | | 12 | | 13.95% | | Hispanic | | 47 | | 54.65% | | | | | | | | | | | | | | |
| 14 | | 13 | | 15.12% | | Native American | | 0 | | 0.00% | | | | | | | | | | | | | | |
| 15 | | 16 | | 18.60% | | | | 86 | | 100.00% | | | | | | | | | | | | | | |
| 16 | | 20 | | 23.26% | | | | | | | | | | | | | | | | | | | | |
| 17 | | 14 | | 16.28% | | | | | | | | | | | | | | | | | | | | |
| 18+ | | 6 | | 6.98% | | | | | | | | | | | | | | | | | | | | |
| | | 86 | | 100.00% | | | | | | | | | | | | | | | | | | | | |
| OFFENSE DESCRIPTIONS | | | | | | | | | | Number | | Percent | | | | | | | | | | | | |
| D-12/13 | | Serious/Persistent Misbehavior | | | | | | 6 | | 6.98% | | | | | | | | | | | | | | |
| D-14 | | Misdemeanor Drugs | | | | | | 1 | | 1.16% | | | | | | | | | | | | | | |
| D-15 | | Felony Criminal Mischief | | | | | | 0 | | 0.00% | | | | | | | | | | | | | | |
| D-16 | | Court/County Placement | | | | | | 0 | | 0.00% | | | | | | | | | | | | | | |
| D-17 | | Assault Against Employee | | | | | | 5 | | 5.81% | | | | | | | | | | | | | | |
| D-18 | | Assault/Retaliation of Employee (ON/OFF CAMPUS) | | | | | | 1 | | 1.16% | | | | | | | | | | | | | | |
| D-19 | | False Alarm/Terroristic Threat | | | | | | 7 | | 8.14% | | | | | | | | | | | | | | |
| Title 5 | | Off Campus Felonies Against Student & Other New Discretionary | | | | | | 1 | | 1.16% | | | | | | | | | | | | | | |
| M-01 | | Weapons/Firearms | | | | | | 10 | | 11.63% | | | | | | | | | | | | | | |
| M-02 | | Weapons other than Firearm | | | | | | 16 | | 18.60% | | | | | | | | | | | | | | |
| M-03 | | Aggravated Assault | | | | | | 5 | | 5.81% | | | | | | | | | | | | | | |
| M-04 | | Sexual Assault | | | | | | 0 | | 0.00% | | | | | | | | | | | | | | |
| M-05 | | Aggravated Sexual Assault | | | | | | 1 | | 1.16% | | | | | | | | | | | | | | |
| M-06 | | Arson | | | | | | 1 | | 1.16% | | | | | | | | | | | | | | |
| M-07 | | Murder Offenses/Manslaughter | | | | | | 0 | | 0.00% | | | | | | | | | | | | | | |
| M-08 | | Indecency with a Child | | | | | | 1 | | 1.16% | | | | | | | | | | | | | | |
| M-09 | | Aggravated Kidnapping | | | | | | 0 | | 0.00% | | | | | | | | | | | | | | |
| M-10 | | Felony Drugs | | | | | | 29 | | 33.72% | | | | | | | | | | | | | | |
| M-11 | | Retaliation Against Any Employee | | | | | | 0 | | 0.00% | | | | | | | | | | | | | | |
| P-16 | | Retaliation Against Any Employee | | | | | | 2 | | 2.33% | | | | | | | | | | | | | | |
| | | | | | | | | 86 | | 100.00% | | | | | | | | | | | | | | |
| DETENTION; PLACEMENT or WARRANTS: | | | | | | | | | | 0 | | 0.00% | | | | | | | | | | | | |
| SPECIAL EDUCATION STUDENTS: | | | | | | | | | | 21 | | 24.42% | | | | | | | | | | | | |
| Avg. Daily Attendance: | | | | 70 | | 81.40% | | Cum. SY Daily Attendance: | | | | 68 | | 79.07% | | | | | | | | | | |



AGENDA ITEM

D.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

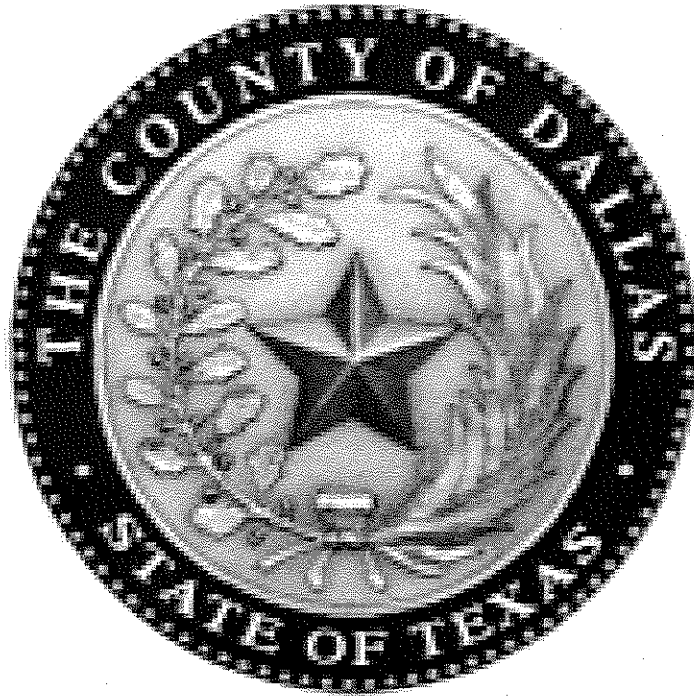
Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: January 27, 2014
To: Dallas County Juvenile Board
From: Dr. Danny W. Pirtle
Subject: Update on University of Texas at Arlington Service Learning Program

Please be advised Dr. Pirtle will update the Board on the concerns previously discussed with Commissioner John Wiley Price and Royce West Jr. concerning the agreement with UTA Services Learning Program.

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



AGENDA ITEM

E.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 27, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Re: Election of Chairman of the Juvenile Board

Background of Issue:

Section 152.0361 of the Human Resource Code establishes the composition of the Dallas County Juvenile Board, the terms of appointment, and stipulates that the Board will hold a meeting in January and elect a chairman and hold other "regular meetings as determined by the Board at the January meeting".

Sec. 152.0631. DALLAS COUNTY. (a) The juvenile board of Dallas County is composed of:

- (1) the county judge;*
 - (2) one county commissioner appointed by the commissioners court;*
 - (3) each juvenile court judge;*
 - (4) the local administrative judge;*
 - (5) one judge of a district court in Dallas County that gives preference to family matters, appointed by the judges of those courts;*
 - (6) one judge of a district court in Dallas County that gives preference to criminal matters, appointed by the judges of those courts;*
 - (7) one judge of a district court in Dallas County that gives preference to civil matters, appointed by the judges of those courts; and*
 - (8) the chairman of the youth services advisory board.*
- (b) The appointed members serve one-year terms.*
- (c) The board shall hold an annual meeting in January and at this meeting shall elect a chairman from among the members. The board shall hold other regular meetings as determined by the board at the January meeting and may meet at the call of the chairman or at the request to the chairman of at least two members. The board shall keep accurate and complete minutes of its meetings. The minutes are open to public inspection.*

Legal Information:

Section 152.0361 of the Human Resource Code establishes that the Dallas County Juvenile Board will hold a meeting in January and elect a chairman and hold other "regular meetings as determined by the Board at the January meeting".

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

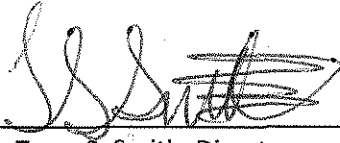
214-698-2200 Office

214-698-5508 Fax

Recommendation:

It is respectfully recommended that the Board elect a Chairman of the Juvenile Board for the 2014 term.

Recommended By:



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

JUVENILE BOARD ORDER

ORDER NO: 2014 -001

DATE: January 27, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

| | | |
|---------------------------|-------------------------------|-------------------|
| Judge Cheryl Lee Shannon | Commissioner John Wiley Price | Judge Grace Lewis |
| County Judge Clay Jenkins | Judge Craig Smith | Ms. Paula Miller |

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

WHEREAS, Section 152.0361 of the Human Resource Code establishes that the Dallas County Juvenile Board will hold a meeting in January and elect a chairman; and

WHEREAS, the Dallas County Juvenile Board annually elects one member of the board to serve as Chairman; and

WHEREAS, it is the desire of the Dallas County Juvenile Board to elect a Chairman for the 2014 term.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board elects Judge Cheryl Lee Shannon as Chairman of the Dallas County Juvenile Board for the 2014 term.

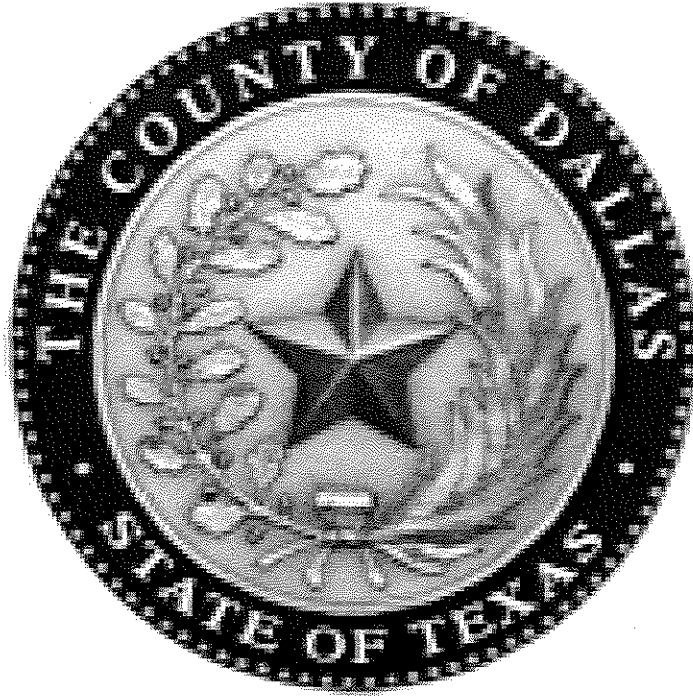
DONE IN OPEN BOARD MEETING this 27th day of January, 2014.

The forgoing Juvenile Board Order was lawfully moved by Judge Gracie Lewis and seconded by County Judge Clay Jenkins, and duly adopted by the Juvenile Board on a vote of 5 for the motion and 0 opposed.

Approved By:



Commissioner John Wiley Price, Vice-Chairman
Dallas County Juvenile Board



AGENDA ITEM

F.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 27, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Re: Election of Vice-Chairman of the Juvenile Board

Background of Issue:

Section 152.0361 of the Human Resource Code establishes the composition of the Dallas County Juvenile Board, the terms of appointment, and stipulates that the Board will hold a meeting in January and elect a chairman and hold other "regular meetings as determined by the Board at the January meeting".

Sec. 152.0631. DALLAS COUNTY. (a) The juvenile board of Dallas County is composed of:

- (1) the county judge;*
- (2) one county commissioner appointed by the commissioners court;*
- (3) each juvenile court judge;*
- (4) the local administrative judge;*
- (5) one judge of a district court in Dallas County that gives preference to family matters, appointed by the judges of those courts;*
- (6) one judge of a district court in Dallas County that gives preference to criminal matters, appointed by the judges of those courts;*
- (7) one judge of a district court in Dallas County that gives preference to civil matters, appointed by the judges of those courts; and*
- (8) the chairman of the youth services advisory board.*

(b) The appointed members serve one-year terms.

(c) The board shall hold an annual meeting in January and at this meeting shall elect a chairman from among the members. The board shall hold other regular meetings as determined by the board at the January meeting and may meet at the call of the chairman or at the request to the chairman of at least two members. The board shall keep accurate and complete minutes of its meetings. The minutes are open to public inspection.

Legal Information:

Section 152.0361 of the Human Resource Code establishes that the Dallas County Juvenile Board will hold a meeting in January and elect a chairman and hold other "regular meetings as determined by the Board at the January meeting".

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

214-698-2200 Office

214-698-5508 Fax

Recommendation:

It is respectfully recommended that the Board elect a Vice-Chairman of the Juvenile Board for the 2014 term.

Recommended By:



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

JUVENILE BOARD ORDER

ORDER NO: 2014 -002

DATE: January 27, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon

Commissioner John Wiley Price

Judge Gracie Lewis

County Judge Clay Jenkins

Judge Craig Smith

Ms. Paula Miller

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

WHEREAS, the Dallas County Juvenile Board annually elects one member of the board to serve as Vice-Chairman; and

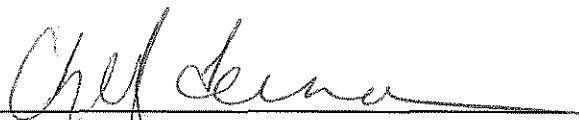
WHEREAS, it is the desire of the Dallas County Juvenile Board to elect a Vice-Chairman for the 2014 term.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board elects William Mazur, as Vice-Chairman of the Dallas County Juvenile Board for the 2014 term.

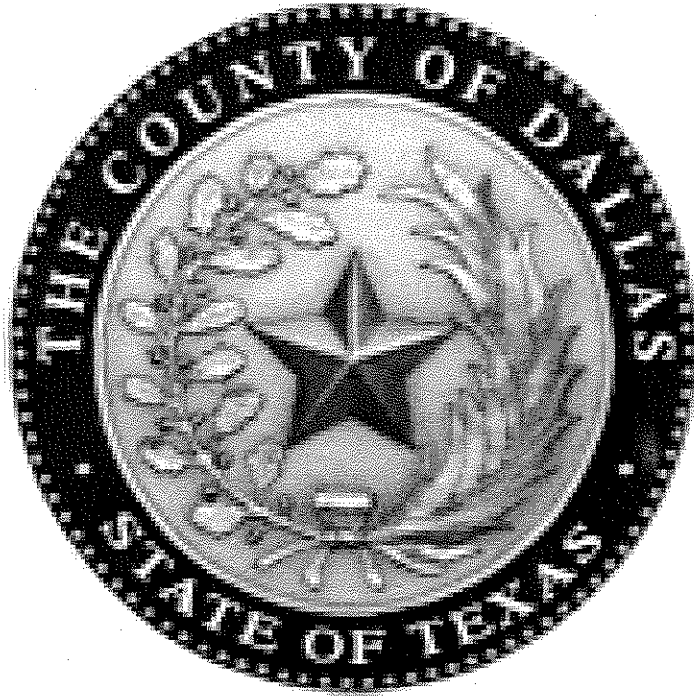
DONE IN OPEN BOARD MEETING this 27th day of January, 2014.

The forgoing Juvenile Board Order was lawfully moved by Commissioner John Wiley Price and seconded by County Judge Clay Jenkins, and duly adopted by the Juvenile Board on a vote of 5 for the motion and 0 opposed.

Approved By:



Judge Cheryl Lee-Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

G.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

Memorandum

Date: January 27, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Ratification of Juvenile Case Management System Grant Application / Governor's Criminal Justice Division Grant Funding Applications

Background of Issue

The Criminal Justice Division (CJD) of the Office of the Governor is currently soliciting applications for FY2015 continuation grant funding for six Juvenile Department programs (Juvenile Case Management System, Mental Health Court, Drug Court, Residential Drug Treatment Center, Family Violence Intervention Program and ESTEEM Court). The Juvenile Case Management System (JCMS) grant application is due to CJD on January 31, 2014; four are due February 28th and one on March 31, 2014. The purpose of this briefing is to request approval from the Juvenile Board to ratify the JCMS grant application that was submitted to CJD prior to the January 31, 2014 due date and to approve applying to CJD for continuation funding for the other five grants for FY2015. If approved, this issue will be briefed before the Dallas County Commissioners Court on February 4, 2014.

Impact on Operations and Maintenance

Juvenile Case Management System (JCMS) / Techshare.Juvenile

Dallas County has received continuation funding from CJD since 2000 for the purpose of creating and operating a centralized database for juvenile records, called the Juvenile Case Management System (JCMS) / Techshare.Juvenile. The award will provide for the cost of the JCMS System's Data Analyst, a full-time employee of the Juvenile Department, and other costs associated with the ongoing operations and modifications of the JCMS in Dallas County including the local law enforcement and other agencies currently utilizing the JCMS. The JCMS System's Data Analyst is responsible for records management in the JCMS, including consolidating duplicate records, warrant management, and account maintenance. Any remaining grant funds will be allocated to the cost of modifications of the JCMS; upgrade of any necessary hardware, software and license fees; and maintenance and operational costs. Funding for this grant has continued to be reduced each year. For FY 2014, Dallas County received \$62,685 from CJD. For grant year FY2015, Dallas County received notice of available CJD funding for \$48,912 with a required cash match of 10% (\$5,435) of the total project expenditures (\$54,347) for the coming grant year.

Mental Health Court (MHC)

The MHC program began in 2011 and is operated by the Juvenile Department at the Henry Wade Juvenile Justice Center. The program is designed to divert juveniles with mental health illnesses from further penetration into the juvenile justice system; connect the juveniles and their families with community mental health based services/treatments; educate families about mental illnesses; and encourage increased family

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law abiding citizens, while promoting public safety and victim restoration.*

involvement with, and stronger advocacy for, their children with mental health illnesses. CJD funding for this grant provides for one full-time and one part-time probation officer. For FY2014, Dallas County received \$80,000 in funding with no cash match requirement. For FY2015, Dallas County will again request funding in the amount of \$80,000 with no cash match requirement.

Drug Court

The Juvenile Department currently operates the Drug Court program that began in 2002. This program serves youth referred for misdemeanor and limited felony drug offenses based on criteria approved by the Juvenile Division of the District Attorney's office. The Drug Court Program's team includes a program coordinator, a full-time probation officer, a part-time probation officer, a part-time clerk, and a Referee-Master working under a contractual arrangement. Youth involved in the Drug Court Program receive a comprehensive assessment and referral to community substance abuse treatment and support resources. The youth and family appear before the Referee-Master on a routine basis to reinforce positive achievements and re-direct negative behavior. The probation officers monitor the youth to ensure compliance with treatment programs, school attendance, and to provide additional support as needed. For FY2014, Dallas County requested funding in the amount of \$139,132 with a ten percent cash match (\$15,459) of total project expenditures (\$154,591). However, CJD funding for FY2014 was reduced to \$93,071. For FY2015, this department will request \$93,071 with a ten percent cash match (\$10,341) of total project expenditures (\$103,412) that will pay for the coordinator and full-time probation officer.

Residential Drug Treatment Center

The purpose of this program is to provide residential substance abuse treatment (RSAT) projects within state and local correctional facilities and jail-based substance abuse projects within jails and local correctional facilities. The RSAT grant funding pays for three drug intervention specialists for youth enrolled in the Residential Drug Treatment program operated in the Henry Wade Juvenile Justice Center. The Juvenile Department has received RSAT continuation funding from CJD for sixteen consecutive years. The Juvenile Department currently utilizes evidence-based practices in the delivery of services under this grant. The projected length of residential drug treatment is 90 days of inpatient treatment followed by 90 days of community-based treatment. For FY2013, Dallas County received \$172,314 in continuation grant funding. For FY2014, funding was reduced to \$162,414. For FY2015, Dallas County will again request funding in the amount of \$162,414 with no cash match requirement.

Family Violence Intervention Program (FVIP)

The Family Violence Intervention Program began in September 2012 and is designed for first time misdemeanor offenders and their families to address the family's need for a safety plan against violence while providing programming for the family's therapeutic needs. The FVIP is a best practice 'wrap around' program which best serves the rehabilitative process of the entire family. The Juvenile Department has a contractual agreement with the Jewish Family Services of Dallas to provide basic therapeutic services to address violent behavior in the family and also provide services to address other family stressors such as unemployed parent(s) or parent(s) struggling to feed their families. For FY2014, Dallas County received \$79,949 in grant funding to pay for a Licensed Professional Counselor and a Case Manager through the Jewish Family Services of Dallas, a cell phone and bus vouchers. For FY2015, Dallas County will again request funding in the amount of \$79,949 with no cash match requirement.

E.S.T.E.E.M. Court (ESTEEM)

The E.S.T.E.E.M. (Experiencing Success Through Empowerment, Encouragement and Mentoring) Court is a diversion program targeted specifically to combat the potential for sexual exploitation and sex trafficking among at-risk juvenile girls within Dallas County. The mission of ESTEEM Court is to provide positive experiences for referred female youth that will foster success and empowerment and thereby prevent further involvement in the legal system. The ESTEEM Court program fosters pro-social development of the youth and her family through many means including case management, family therapy, group therapy, mentorship, educational advocacy and life skills training among others. For FY2014, the Dallas County Juvenile Department requested and was awarded \$64,402 for a dedicated full-time Functional Family Therapist. The department will request the same amount in funding with no cash match for FY2015.

Strategic Plan Compliance

This request complies with the Dallas County Strategic Plan, Vision 3: Dallas is a safe, secure and prepared as denoted by the following indicators: evaluating allocation of criminal justice resources around Dallas County to maximize effectiveness.

Legal Information

The grant application submission deadline for the JCMS grant is January 31, 2014. The deadlines for the other five grants are February 28th and March 31, 2014. All applications are certified electronically. The signature of the Dallas County Judge as Authorized Official is required on the Grant Application Certification forms. If funding is awarded, the signature of the Dallas County Judge as Authorized Official, Dallas County Auditor as Financial Officer, and Director of Juvenile Services as Project Director are required on the Grantee Acceptance Notices. CJD requires specific language in the Court Order that states in the event of the loss or misuse of these grant funds, the funds will be returned by Dallas County to CJD in full. If Board approved, this briefing will be presented to the Dallas County Commissioners Court for approval.

Financial Impact/Considerations

This department is requesting grant funding in the amount of \$48,912 for the JCMS, \$80,000 for the Mental Health Court, \$93,071 for the Drug Court, \$162,414 for the RSAT, \$79,949 for the FVIP and \$64,402 for the ESTEEM Court for a combined total grant funding request of \$528,748. There is a cash match requirement of ten percent (10%) of the total projected cost for the JCMS (\$5,435) and Drug Court (\$10,341) grant but not for the other four grants. If awarded, grant funding will begin September 1, 2014 and end August 31, 2015.

Performance Impact Measures

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

Project Schedule/Implementation

If approved, applications will be submitted to CJD prior to their due dates.

M/WBE Information

M/WBE is not applicable to the CJD grant applications.

Recommendation

It is recommended that the Dallas County Juvenile Board approve ratifying the JCMS grant application submitted to CJD prior to the January 31, 2014 due date and to approve submitting applications to CJD for the other five grant applications prior to their February 28th and March 31, 2014 due dates for continuation funding for FY2015.

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Smith', written over a horizontal line.

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

JUVENILE BOARD ORDER

ORDER NO: 2014-003

DATE: January 27, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

| | | |
|---------------------------|-------------------------------|--------------------|
| Judge Cheryl Lee Shannon | Commissioner John Wiley Price | Judge Gracie Lewis |
| County Judge Clay Jenkins | Judge Craig Smith | Ms. Paula Miller |

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

- WHEREAS,** The Criminal Justice Division (CJD) of the Office of the Governor is currently soliciting applications for FY2015 continuation grant funding for six Juvenile Department programs [Juvenile Case Management System (JCMS), Mental Health Court, Drug Court, Residential Drug Treatment Center, Family Violence Intervention Program (FVIP) and ESTEEM Court]; and
- WHEREAS,** the JCMS grant application is due to CJD on January 31, 2014 and the other five applications are due February 28th and March 31, 2014; and
- WHEREAS,** this department is requesting grant funding in the amount of \$48,912 for the JCMS, \$80,000 for the Mental Health Court; \$93,071 for the Drug Court; \$162,414 for the Residential Drug Treatment Center; \$79,949 for the FVIP and \$64,402 for the ESTEEM Court for a combined total grant funding request of \$528,748; and
- WHEREAS,** there's a cash match requirement of ten percent (10%) of the total projected cost for the JCMS (\$5,435) and Drug Court (\$10,341) grants; and
- WHEREAS,** the signature of the Dallas County Judge as Authorized Official is required on the Grant Application Certification forms; and
- WHEREAS,** the signature of the Dallas County Judge as Authorized Official, Dallas County Auditor as Financial Officer, and Director of Juvenile Services as Project Director are required on the Grantee Acceptance Notices if funding is awarded; and
- WHEREAS,** in the event of the loss or misuse of these grant funds, the funds will be returned by Dallas County to CJD in full; and
- WHEREAS,** this request complies with the Dallas County Strategic Plan, Vision 3: Dallas is a safe, secure and prepared as denoted by the following indicators: evaluating allocation of criminal justice resources around Dallas County to maximize effectiveness; and

WHEREAS, it is recommended that the Dallas County Juvenile Board approve the request to apply for six grant applications to the Office of the Governor, Criminal Justice Division, for continuation funding for FY2015.

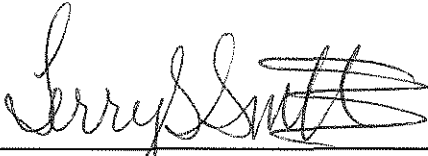
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the request of the Juvenile Department to apply for six grant applications to the Office of the Governor, Criminal Justice Division, for continuation funding for FY2015.

DONE IN OPEN BOARD MEETING this 27th day of January, 2014.

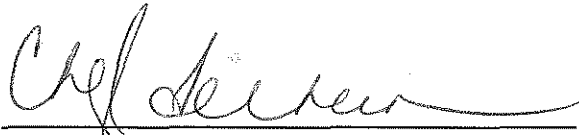
The forgoing Juvenile Board Order was lawfully moved by Ms. Paula Miller and seconded by Commissioner John Wiley Price and duly adopted by the Juvenile Board on a vote of 5 for the motion and 0 opposed.

Recommended by:

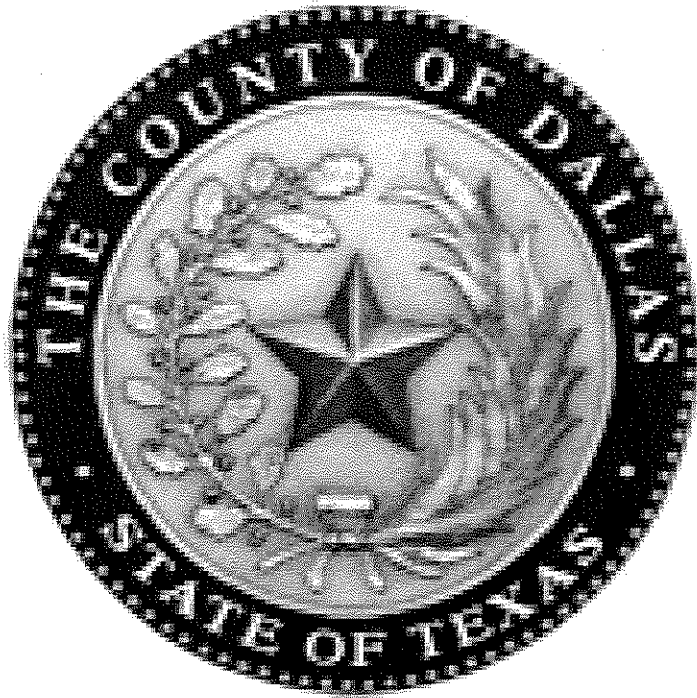
Approved by:



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



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

H.



DALLAS COUNTY
JUVENILE DEPARTMENT

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

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

Date: January 27, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Re: Reauthorization of Dallas County Juvenile Department Purchasing Authorization

Background of Issue

Historically, the Juvenile Board grants authorization to utilize a modified purchasing system to expedite purchases and to pay invoices. To date, this system has been effective in creating a more responsive purchasing process. With the utilization of the modified system, there have been no significant challenges encountered. This practice has not circumvented the enforcement of the Local Government and Dallas County Purchasing policies and procedures. Items to be purchased and invoices to be paid were accounted for in the various line items of the Juvenile Department's Budget.

The purpose of this briefing is to request Juvenile Board authorization to extend the previously approved modification to the purchasing process used to facilitate the expeditious ordering of needed supplies and paying invoices.

Impact on Operations and Maintenance

The Juvenile Department's FY2014 budget was approved by the Juvenile Board during the June 24, 2013 Juvenile Board meeting. The budget briefing included a proposed line item budget of expenditures for Juvenile Board's approval. The Purchasing Department, in accordance with purchasing policies and procedures, requires a Juvenile Board Order or Commissioners Court Order when purchasing items outside of basic office supplies and copier paper, and in some cases a contract to purchase materials and supplies, and / or to pay outstanding invoices. Additionally, orders that exceed \$50 require Commissioners Court approval. The fact that the Juvenile Board meets monthly, could keep some orders for needed supplies and materials from being processed expeditiously.

Basic supplies and materials are ordered in advance to ensure that staff have the necessary resources to restore youth, facilitate a safe community, and have the necessary resources to complete assigned task and duties during the Juvenile Department's day-to-day operations. Some resources are needed to be in compliance with licensing and standards while others will increase staff efficiency and are cost effective.

To ensure that all purchase requests are consistent with the Juvenile Department's approved budget, appropriate staff members have received training related to their specific line item budget and have also been provided detailed copies of their respective budgets. Moreover, these staff members have been provided detailed information on the purchasing process. Each purchasing request or payment is accompanied by appropriate documentation asserting that the identified items were included in the approved budget.

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

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

- (1) \$0.01--\$500. Purchases in this range may be purchased via a standing Juvenile Board Order that authorizes payments for items reflected in the Board approved Juvenile Department Budget.
- (2) \$500.01--\$1,000. Purchases in this range require the Department Head's signature and the standing Juvenile Board Order in 1 above.
- (3) \$1,000.01--\$3,500. Purchases in this range require a signed authorization by the Juvenile Board Chair. The standing board order will have given the Juvenile Board Chair authorization to sign approving purchases in this range.
- (4) \$3,500.01--and above. Purchases in this range requires a traditional Juvenile Board briefing and order. These purchases must be in compliance with Dallas County and Local Government Code purchasing policies and procedures.

Strategic Plan Compliance

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

Legal Information

Dallas County purchasing policies and procedures as well as Local Governments Purchasing Codes require that all purchases be made from a contract vendor or purchased through a purchasing agent of the County. In addition, purchases over \$50 require Commissioners Court approval. The extension requested will not circumvent or violate any previously mentioned purchasing policies or procedures.

Financial Impact/Considerations

The modification requested does not require any additional funding. The cost for any materials or supplies ordered or invoices to be paid was accounted for under specific line items in the Juvenile Department's approved budget.

Performance Impact Measures

Approval of this recommendation will ensure that staff have the necessary resources to complete assigned tasks and duties during the Juvenile Department's day-to-day operations.

Project Schedule/Implementation

Project Schedule/Implementation is not applicable to this issue.

M/WBE Information

M/WBE Information is not applicable to this issue.

Recommendation

It is recommended that the Juvenile Board approve the attached modified approval process for ordering needed supplies and materials.

Recommended By:

A handwritten signature in black ink, appearing to read 'Terry S. Smith', written over a horizontal line.

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

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

JUVENILE DEPARTMENT PURCHASE REQUEST FORM

Open Purchase Order (PO)



Date Request sent: _____
 Unit: _____
 Contact Person: _____

Address: 2600 Lone Star Drive
Dallas, TX 75212
 Phone #: _____

| Vendor's Name | Item Description | Req# | PO# | Amount |
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All SIGNATURES MUST BE ACQUIRED BEFORE SUBMITTING. THANK YOU.

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| Requestor's Signature: _____ | Date |
| Supervisor's Signature _____ | Date |
| Budget Supervisor _____ | Date |
| Deputy Director's Signature (Required if item is > \$50.00 - \$500.00) _____ | Date |
| *Director's Signature (Required if an Item is > \$500.01-\$1000.00) _____ | Date |
| *Judge's Signature (Required if an Item is > \$1000.01- \$3500.00) _____ | Date |

| To be filled by the Budget Department | |
|---------------------------------------|----------|
| Date Received by Budget Clerk: | _____ |
| Requisition No.: | _____ |
| Date Requested: | _____ |
| Budget Clerk's Signature: | _____ |
| Coding: | _____ |
| Buyer: | _____ |
| Purchase Order No.: | _____ |
| Total Amount: | \$ _____ |
| Category: | _____ |

* Revised January 2014

JUVENILE BOARD ORDER

ORDER NO: 2014 - 004

DATE: January 27, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

| | | |
|---------------------------|-------------------------------|--------------------|
| Judge Cheryl Lee Shannon | Commissioner John Wiley Price | Judge Gracie Lewis |
| County Judge Clay Jenkins | Judge Craig Smith | Ms. Paula Miller |

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

WHEREAS, On January 27th, 2014 the Juvenile Board was briefed to utilize a modified purchasing system to expedite purchases and pay invoices; and

WHEREAS, the Juvenile Department FY2014 Budget was approved by the Juvenile Board during the June 24, 2013 Juvenile Board meeting; and

WHEREAS, orders that exceed \$50 require Commissioners Court approval; and

WHEREAS, purchases in the range of \$0.01--\$500 may be purchased via a standing Juvenile Board Order that authorizes payments for items reflected in the Juvenile Department's budget approved by the Juvenile Board; and

WHEREAS, purchases in the range of \$500.01--\$1000.00 require the Department Head's signature and the standing Juvenile Board Order; and

WHEREAS, purchases in the range of \$1000.01--\$3,500.00 require a signed authorization by the Juvenile Board Chair; and

WHEREAS, purchases in the range of \$3,500.01—*and above* range require a traditional Juvenile Board briefing and board order; and

WHEREAS, the current modification requested will not circumvent or violate purchasing policies or procedures; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board of Dallas County reauthorizes the modified approval process for ordering needed supplies and materials.

DONE IN OPEN BOARD MEETING this 27th day of January, 2014.

The forgoing Juvenile Board Order was lawfully moved by Commissioner John Wiley Price and seconded by Judge Gracie Lewis, and duly adopted by the Juvenile Board on a vote of 5 for the motion and 0 opposed.

Recommended by:

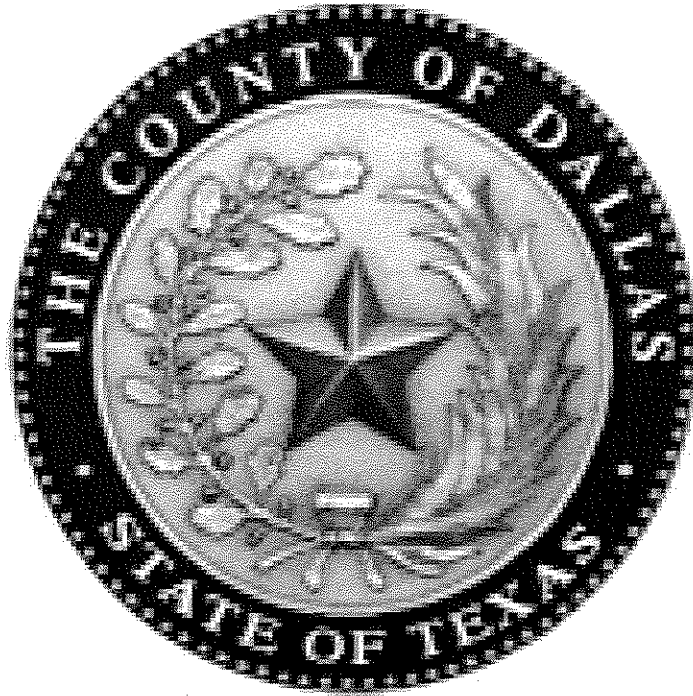
Approved by:



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

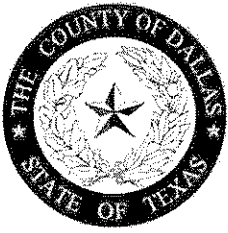


Judge Cheryl Lee-Shannon, Chair
Dallas County Juvenile Board



AGENDA ITEM

I.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

DATE: January 27, 2014
TO: Dallas County Juvenile Board
FROM: Dr. Terry S. Smith, Director
SUBJECT: Approval to Conduct 14th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems: April 24-25, 2014

Background:

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

The Juvenile Department is requesting permission to conduct its 14th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems.

Impact on Operations:

The 2014 workshop is scheduled for April 24-25, 2014, and will be held at the Henry Wade Juvenile Justice Center. The Juvenile Department's Training Unit will coordinate the logistical arrangements and the Clinical Services staff will determine the content of the conference and the recruitment of speakers. Participants will receive 14 continuing education units (CEUs) for the two day event. CEU hours will apply to the required training hours for Licensed Sex Offender Treatment Providers, Licensed Professional Counselors, Psychologists, Texas Juvenile Justice Department (TJJD) Parole Officers, and Juvenile Probation Officers.

Strategic Plan Compliance

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

Financial Impact:

The Juvenile Department will charge external workshop attendees a \$270 registration fee for both days and a \$160 registration fee for one day. There will be a discount for early registration as well as group discounts. The early registration fee for one day is \$145 and is \$240 for two days. Students will be charged a 2-day conference fee of \$130 and 1-day conference fee of \$100. Group discounts range from a \$10 to \$40 discount depending on the number of individuals in the group and how early they register. Approximately 100 participants are expected to attend, which includes 50 internal Juvenile Department employees that will not be charged a fee to attend. Registration fees will be deposited into project account No. 94022 maintained by the County Auditor's Office. Expenses related to this event will be dispersed from this account and will have no adverse fiscal impact on Dallas County. Any proceeds remaining after expenses will be utilized to pay costs associated with staff development, training, or the purchase of supplies, materials, or equipment for the department's Training or Clinical Services Units.

Legal Impact:

Dallas County internal control system and local government code require Juvenile Board authorization order to engage in account payable or account receivable transactions associated with this event. Additionally, future utilization of surplus revenue associated with this event requires the same approval.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to host the 14th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems scheduled for April 24-25, 2014, and to charge attendees other than the internal Juvenile Department staff a \$270 registration fee for both days and \$160 registration fee for one day or a discounted rate for early registration as well as group registrations. It is also recommended that the Dallas County Auditor be authorized to utilize project account No. 94022 for accepting registration fees and paying expenses associated with the conference. Further, it is requested that the Dallas County Juvenile Department be allowed to utilize any funds remaining after payment of all expenses to pay for further staff development and training, or the purchase of supplies, materials or equipment for the department's Training Unit or Clinical Services Units.

Recommended by:



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

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

JUVENILE BOARD ORDER

ORDER NO: 2014-005

DATE: January 27, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

| | | | |
|---------------------------|-------------------------------|--------------------|------|
| Judge Cheryl Lee Shannon | Commissioner John Wiley Price | Judge Gracie Lewis | Name |
| County Judge Clay Jenkins | Ms. Paula Miller | Judge Craig Smith | |

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

WHEREAS, The Dallas County Juvenile Board was briefed on January 27, 2014 regarding the Juvenile Department's request to conduct its 14th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems; and

WHEREAS, the 2014 conference is scheduled for April 24-25, 2014 and will be held at the Henry Wade Juvenile Justice Center; and

WHEREAS, attendees other than the fifty internal Juvenile Department attendees will be charged a \$270 registration fee for both days and \$160 registration fee for one day, including any discount fees for early registration (\$240 registration fee for both days and \$145 registration fee for one day) and group discounts (ranging from a \$10 to \$40 discount depending on the number of individuals in the group and how early they register); students will be charged a 2-day conference fee of \$130 and 1-day conference fee of \$100; and

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

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

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the Juvenile Department's request to host the 14th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems scheduled for April 24-25, 2014, and authorizes the Dallas County Auditor to utilize project account No. 94022 for accepting registration fees and paying all expenses associated with the conference.

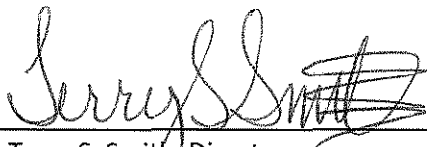
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that any funds remaining after payment of all expenses shall be utilized by the Juvenile Department to pay costs associated with staff development, training, or the purchase of supplies, materials or equipment for the department's Training or Clinical Services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

DONE IN OPEN BOARD MEETING this 27th day of January, 2014.

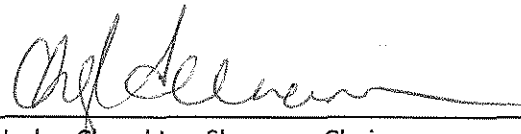
The forgoing Juvenile Board Order was lawfully moved by Ms. Paula Miller and seconded by Commissioner John Wiley Price, and duly adopted by the Juvenile Board on a vote of 5 for the motion and 0 opposed.

Recommended by:

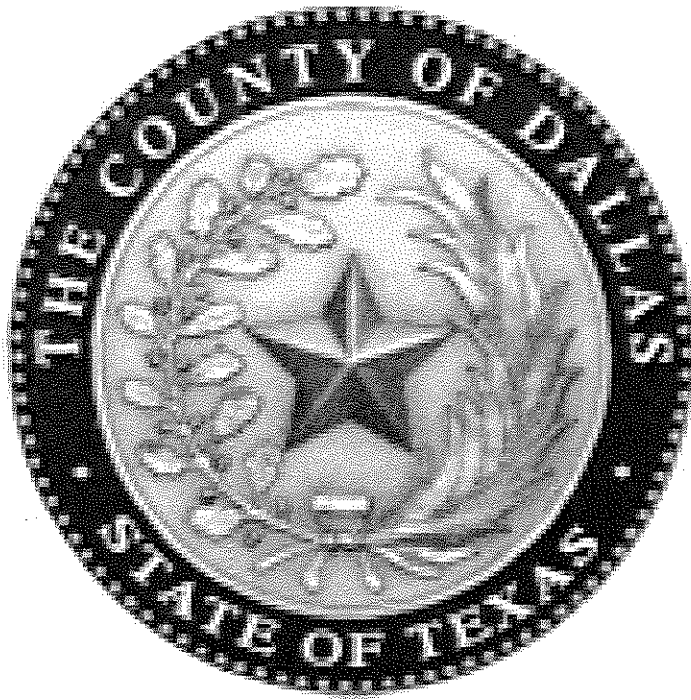
Approved by:



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



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

J.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 27, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Inclement Weather Policy

Background of Issue:

Weather related incidents and events require a special response from employers. Incidents such as snow, ice storms and flooding can make the physical presence of employees at work difficult or impossible. Beyond the effect of these events on employees, they are also likely to affect the ability of the business or organization to remain open and serving customers.

Consequently, Dallas County has an emergency and inclement weather policy Sec. 82-62, however, the Juvenile Department has special circumstances which require specific language regarding "essential personnel". The purpose of this brief is to specify the role of essential staff as it pertains to Education staff. Education staff are to be considered essential staff if the County remains open during inclement weather and/or other weather related events. It is essential to the Juvenile Department that education staff report to work as scheduled as long as the County remains open. In the event that the County does close, the Juvenile Department Head will notify the Deputy Director of Education, who will notify pertinent school personnel and transportation offices.

Impact on Operations and Maintenance:

It is essential to the Juvenile Department that education staff report to work as scheduled as long as the County remains open. When teachers do not report to work as scheduled, it puts an undue hardship on the Education Division and most importantly, it impacts the ability to provide education services to the students enrolled in the Academy for Academic Excellence Charter School. In the event that the County does close, the Juvenile Department Head will notify the Deputy Director of Education, who will notify pertinent school personnel and transportation offices.

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:

This policy has been approved as to form by Mrs. Denika Caruthers, the Assistant District Attorney, Civil Section.

Financial Impact/Considerations:

There is no financial impact to Dallas County.

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

214-698-2200 Office

214-698-5508 Fax

Performance Impact Measures:

There are no specific performance measures.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Inclement Weather policy.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2014-006

DATE: January 27, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon

Commissioner John Wiley Price

Judge Gracie Lewis

County Judge Clay Jenkins

Judge Craig Smith

Ms. Paula Miller

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

WHEREAS, Weather related incidents and events require a special response from employers. Incidents such as snow, ice storms and flooding can make the physical presence of employees at work difficult or impossible. Beyond the effect of these events on employees, they are also likely to affect the ability of the business or organization to remain open and serving customers; and

WHEREAS, Consequently, Dallas County has an emergency and inclement weather policy Sec. 82-62, however, the Juvenile Department has special circumstances which require specific language regarding "essential personnel". The purpose of this brief is to specify the role of essential staff as it pertains to Education staff. Education staff are to be considered essential staff if the County remains open during inclement weather and/or other weather related events. It is essential to the Juvenile Department that education staff report to work as scheduled as long as the County remains open. In the event that the County does close, the Juvenile Department Head will notify the Deputy Director of Education, who will notify pertinent school personnel and transportation offices; and

WHEREAS, It is essential to the Juvenile Department that education staff report to work as scheduled as long as the County remains open. When teachers do not report to work as scheduled, it puts an undue hardship on the Education Division and most importantly, it impacts the ability to provide education services to the students enrolled in the Academy for Academic Excellence Charter School. In the event that the County does close, the Juvenile Department Head will notify the Deputy Director of Education, who will notify pertinent school personnel and transportation offices.

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

WHEREAS, The inclement weather policy has been submitted and approved to form by Denika Caruthers in the Dallas County District Attorney's Office, Civil Section.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve the inclement weather policy.

DONE IN OPEN BOARD MEETING this 27th day of January, 2014


The forgoing Juvenile Board Order was lawfully moved by Commissioner John Wiley Price and seconded by County Judge Clay Jenkins, and duly adopted by the Juvenile Board on a vote of 5 for the motion and 0 opposed.

Recommended by:

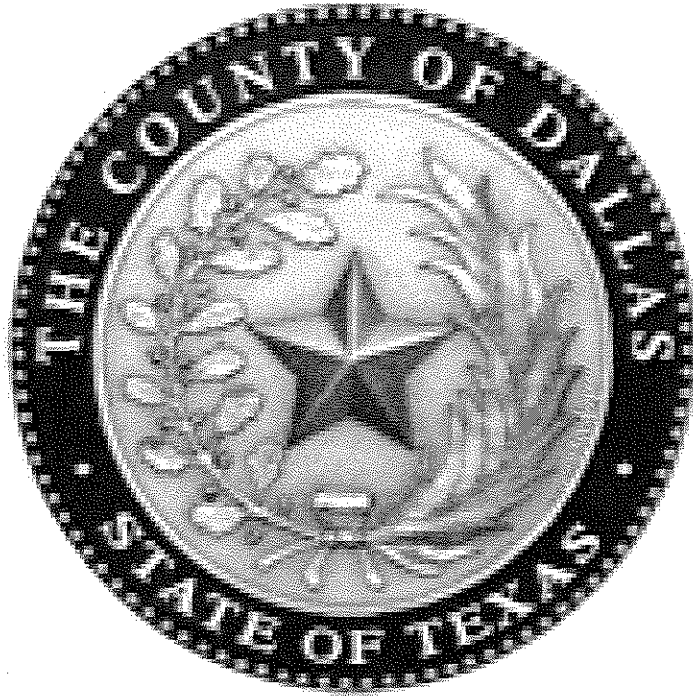


Dr. Terry S. Smith, Director
Dallas County Juvenile Department

Approved by:



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

K.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 27, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Re: Designation of Community Service Restitution Site

Background of Issue:

Section 54.044(a) of the Juvenile Justice Code mandates the Juvenile Court to require as a condition of probation that the youth work a specified number of hours at a community service project. Community Service Restitution (CSR) sites must be approved by the court and designated by the Juvenile Board. In January 1999, the Dallas County Juvenile Board approved community service restitution (CSR) sites for departmental use.

The department provides community service restitution opportunities, under the direction of our Community Service Restitution Coordinator. This probation officer is constantly proceeding with reviewing CSR locations and surveying probation officers to evaluate the effectiveness of each CSR site.

According to Texas Juvenile Justice Department (TJJD) officials, CSR sites must be approved by the court and the Juvenile Board prior to youth being placed. Therefore, instead of annual Board approval, the department is requesting approval as changes occur. To adhere to TJJD guidelines, we will bring changes to the Board once a new site has been identified. All proposed new sites are personally inspected by the department's Community Service Restitution Coordinator, Robert Baumeister, who maintains a verified listing of all approved CSR sites, addresses, contact persons, and phone numbers for these agencies.

Recommended CSR Site for Approval:

| <u>Agency Name</u> | <u>Address</u> | <u>City</u> | <u>Zip Code</u> | <u>Inspected On:</u> |
|--------------------|-------------------------------|---------------|-----------------|----------------------|
| World Vision | 3325 Roy Orr Blvd., Suite 300 | Grand Prairie | 75050 | 12-17-13 |

World Vision is an international non-profit agency focusing on poverty reduction and disaster relief. The Grand Prairie location is the warehouse for disaster relief supplies and also operates a clothing outreach and a teachers' resource center. Dallas County youth would help in the warehouse by putting together various kits for the disaster relief efforts and would assist in stocking the supplies. They would also help to keep the clothing outreach and teachers' resource center neatly organized. As an aside, the site manager has also expressed an interest in participating in our Summer CSR program in 2014.

Strategic Plan Compliance:

Juvenile Board approval of designated community restitution sites complies with Dallas County Strategic Plan: Vision 3.4- Dallas County is safe, secure, and prepared by maximizing the effectiveness of Dallas County Criminal Justice Resources.

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

Legal Impact:

Potential CSR sites must follow department guidelines and sign an agreement before the youth are placed. The CSR agency has a right to accept or reject any applicant. The duties we expect the probationers to complete are preferably meaningful tasks and not just created to keep them busy, although this cannot always be realized. Work sites must agree to keep the identity of the youth confidential and treat her/him as a volunteer. It is the youth's responsibility to arrange a schedule, maintain good attendance and complete the work satisfactorily.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve designation of the additional CSR site included in this briefing.

Recommended By:

A handwritten signature in black ink, appearing to read 'T. S. Smith', is written over a horizontal line.

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

JUVENILE BOARD ORDER

ORDER NO: 2014-007

DATE: January 27, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

| | | |
|---------------------------|-------------------------------|--------------------|
| Judge Cheryl Lee Shannon | Commissioner John Wiley Price | Judge Gracie Lewis |
| County Judge Clay Jenkins | Judge Craig Smith | Ms. Paula Miller |

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


- WHEREAS, Section 54.044 (a) of the Juvenile Justice Code mandates the Court to “require as a condition of probation that the child work a specified number of hours at a community service project approved by the court and designated by the Juvenile Board”; and
- WHEREAS, Subsection (e) permits the court to “submit to the Juvenile Probation Department a list of organizations or projects approved by the court for community service”; and
- WHEREAS, a list has been assembled of Community Service Restitution (CSR) sites needing to be added; and
- WHEREAS, the Texas Juvenile Justice Department requires that the Juvenile Board approve Community Service Restitution sites before juveniles are placed at any site ; and
- WHEREAS, designated community restitution sites comply with Dallas County Strategic Plan: Vision 3.4- Dallas County is safe, secure, and prepared by maximizing the effectiveness of Dallas County Criminal Justice Resources; and
- WHEREAS, the Juvenile Department’s Community Service Restitution Coordinator, Robert Baumeister, has personally inspected the CSR site which is being proposed for approval.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves World Vision in Grand Prairie Texas as a Community Restitution Site.

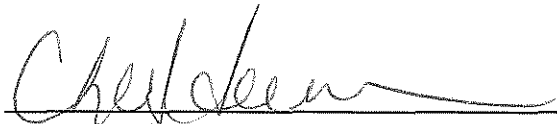
DONE IN OPEN BOARD MEETING this 27th day of January, 2014.

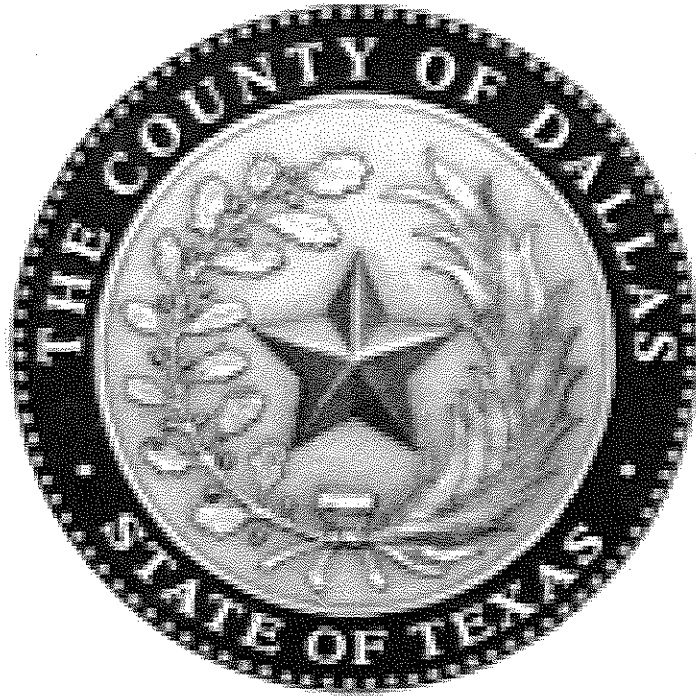
The forgoing Juvenile Board Order was lawfully moved by Commissioner John Wiley Price and seconded by Judge Gracie Lewis, and duly adopted by the Juvenile Board on a vote of 5 for the motion and 0 opposed.

Recommended by:


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

Approved by:


Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

L.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 27, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Annual Review of Probation Services Division Policy and Procedures

Background of Issue:

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

§341.3 Policy and Procedures.

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

§341.9 Policy and Procedure Manual.

- (a) The chief administrative officer shall maintain and enforce a policy and procedure manual for the juvenile probation department, which shall include the policies, procedures, and regulations of the juvenile probation department as adopted by the juvenile board.*
- (b) The chief administrative officer shall provide all employees with a copy of or access to the policy and procedure manual, review the manual on an annual basis and update it as necessary.*

Impact on Operations and Maintenance:

The Probation Services Division of the Dallas County Juvenile Department has a unique set of policies and procedures for both pre- and post-adjudicated juveniles who are referred to our agency. This manual has updated some of the procedural and policy changes that have been implemented, as well as formatting existing policy into a consistent documentation style that lends itself to improved comprehension and training of staff.

Strategic Plan Compliance:

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

Legal Information:

A copy of the Probation Services Division Policy and Procedure manual has been made available to the Juvenile Board via CD for its review and approval. Once approved, a copy of this manual will be made available to all staff via the common network drive.

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

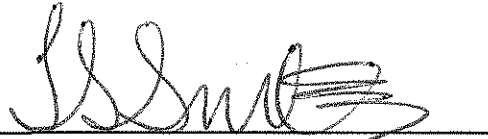
214-698-2200 Office

214-698-5508 Fax

Recommendation:

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

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Smith', written over a horizontal line.

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

JUVENILE BOARD ORDER

ORDER NO: 2014-XXX

DATE: January 27, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

| | | |
|------|------|------|
| Name | Name | Name |
| Name | Name | Name |
| Name | Name | Name |

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

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

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

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

WHEREAS, the Probation Services Division of the Dallas County Juvenile Department has made updates to policy and procedure, as well as formatting this information in an improved manner; and

WHEREAS, the revision and re-formatting of this policy and procedure lends itself to a more comprehensive, and more easily understood, documentation of the proposed policies; and

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

WHEREAS, a copy of this revised Policy and Procedure manual for the Probation Services Division has been made available to the Juvenile Board members for review; and

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

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

DONE IN OPEN BOARD MEETING this 27th day of January, 2014.

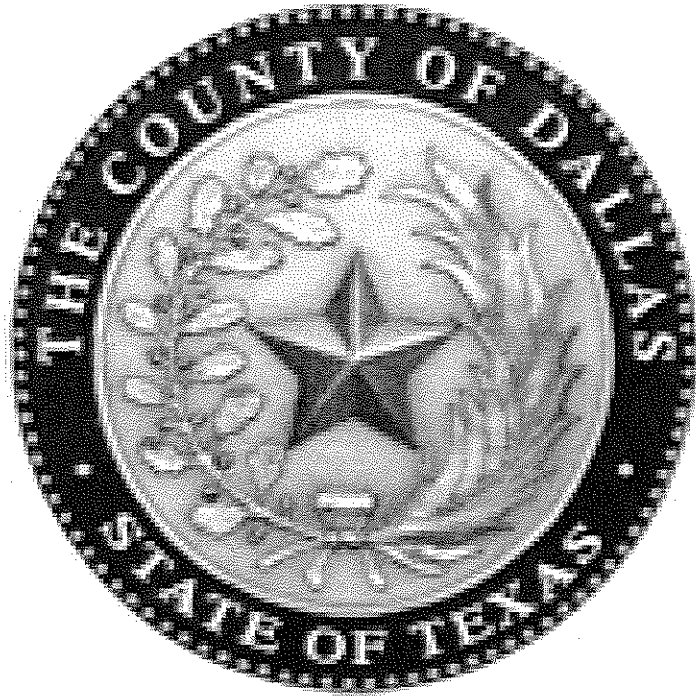
The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of ____ for the motion and _____ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

M.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 27, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Functional Family Therapy Professional Services Agreement

Background of Issue:

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

Dr. McVea resigned her position with the Juvenile Department effective January 6, 2014 to expand her private practice. Her resignation leaves the Department without a supervisor for the FFT program, and one of the implications of not having a supervisor in this unit is that the national FFT organization will have to move our program back to Phase II in status. This would mandate a higher financial commitment to FFT, as they would require us to utilize one of their staff consultants as an "off-site" supervisor who would need to coordinate all of our therapists' weekly and monthly case staffings via phone consultation. National FFT would also need to make more frequent on-site visits for clinical training, and would have to maintain the data base that we are required to utilize via our FFT contract. Thus, until the Department can hire a new FFT supervisor and get this individual to attend a lengthy training and certification regimen according to the FFT mandates, we would lose momentum both fiscally and operationally.

National FFT does allow for agencies to enter into contracts with FFT-certified counselors to act as the program supervisor during periods when their supervisory position is vacant. Discussions with Dr. McVea have revealed that she is very willing to enter into a professional services agreement with the Juvenile Department to act in the capacity of a contract supervisor for the FFT unit until a replacement supervisor is hired and trained. Thus, a contract was developed for this purpose, and the Department is asking the Juvenile Board to approve such contract.

Impact on Operations and Maintenance:

As mentioned, the impact of operating our FFT program without a certified supervisory would result in the Department being designated as a Phase II site now, instead of Phase III which we have been at for the last 2 years. There are fiscal implications to this designation, as well as operational regressions. Our FFT program has

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

214-698-2200 Office

214-698-5508 Fax

been highly successful since its implementation in 2009, and we have expanded both our staff in the program and the services that it offers in the ensuing years. FFT is now not only utilized for our youth on Court-ordered probation, as originally designed; but we have expanded our client base to include diversion youth and youth in several of our Specialty Courts, such as Girls ESTEEM Court, Mental Health Court, and Diversion Male Court (DMC). We have future expansion plans for this program as well. Thus, although we are quite confident that we would regain Phase III status without issue following the hiring of a new supervisor, it would be most advantageous to the Department to remain at Phase III during the transition by contracting with Dr. McVea to act as our supervisory liaison to the national FFT office. The cost of the contract with her would be less than the financial outlay to revert to Phase II, and just as importantly, our FFT program would not lose any momentum as we continue to provide this best practices model to the youths and families who are referred to us.

Strategic Plan Compliance:

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

Legal Information:

The attached professional services contract with Dr. Stephanie McVea has been sent to the District Attorney's Office- Civil Division for review and approval. Assistant District Attorney Denika Caruthers has approved this contract as to form.

Financial Impact/Considerations:

The professional services agreement is to be for a term of one year, unless terminated earlier under any provision in the contract. The financial compensation for Dr. McVea will be set at \$500.00 per month, with a maximum total compensation of \$6,000.00 for the length of the contract. The minimum financial outlay for the Juvenile Department to FFT LLC would amount to \$18,000.00 if we were to revert to Phase II again due to lack of an on-site supervisor for our FFT program. It would likely be higher than that, as Dallas County would have to also pay for the airfare, lodging, meals, rental cars, cabs, or any other travel expenses for the on-site training and consultant who would be required to visit us while in Phase II.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the proposed Professional Services Agreement with Dr. Stephanie McVea, Ph.D. to function in the capacity of a contract Supervisor for the Department's FFT program.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2014-008

DATE: January 27, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon

Commissioner John Wiley Price

Judge Gracie Lewis

County Judge Clay Jenkins

Judge Craig Smith

Ms. Paul Miller

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

WHEREAS, the Juvenile Board in March 2009 approved the Department's request to apply for site certification and training to implement a Functional Family Therapy (FFT) program; and

WHEREAS, the Juvenile Department was subsequently certified and licensed as a FFT provider by the national FFT organization, allowing us to establish a FFT unit with four therapist and one doctoral level supervisor; and

WHEREAS, the Juvenile Department's FFT program progressed through all the mandated three phases of implementation, culminating in Phase III designation which requires the least financial outlay and direct monitoring from the national organization; and

WHEREAS, the FFT unit supervisor, Dr. Stephanie McVea, has resigned her position effective January 6, 2014; and

WHEREAS, operating the FFT program with a vacant supervisory position would require the Department's FFT designation to revert to Phase II while a new supervisor could be hired, trained and certified; and

WHEREAS, this Phase II designation would impact the momentum of our FFT program, and would require a significant fiscal increase in our FFT contract since we would have to utilize a national FFT consultant to act as the off-site supervisor; and

WHEREAS, it is permissible by national FFT for agencies to hire a FFT-certified contract supervisor during a vacancy, thus being allowed to remain at Phase III designation while a new supervisor is trained; and

WHEREAS, Dr. McVea is amenable to serving in the role of a contracted supervisor for our FFT program under a Professional Services Agreement; and

WHEREAS, a Professional Services Agreement has been established between the Juvenile Board and Dr. Stephanie McVea for a period not to exceed one year with a payment schedule of \$500.00 per month; and

WHEREAS, Assistant District Attorney Denika Caruthers of the Civil Division has reviewed the proposed contract, and has approved it as to form; and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Professional Services Agreement with Dr. Stephanie McVea for the provision of acting as the FFT contract supervisor for a period not to exceed one year so as to allow the Juvenile Department to remain at Phase III designation with the national FFT LLC organization.

DONE IN OPEN BOARD MEETING this 27th day of January, 2014.

The forgoing Juvenile Board Order was lawfully moved by Commissioner John Wiley Price and seconded by Ms. Paula Miller, and duly adopted by the Juvenile Board on a vote of 5 for the motion and 0 opposed.

Recommended by:

Approved by:



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



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

THE STATE OF TEXAS

§
§
§

THE COUNTY OF DALLAS §

PROFESSIONAL SERVICES AGREEMENT

Between

The Dallas County Juvenile Board

And

**Stephanie D. McVea, Ph.D.
("Contractor")**

PURPOSE:

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

1. TERM:

The term of this Agreement January 1, 2014 and ending on December 31, 2014, unless terminated earlier under any provision hereof.

2. CONTRACTOR'S OBLIGATIONS AND SCOPE OF SERVICES:

Contractor agrees to furnish the following

- (a) Weekly face-to-face team clinical meeting
- (b) Monthly FFT consultation with Julie
- (c) Monitor FFTCSS input (progress and contact notes, pre/post assessments, etc.)
- (d) Quarterly Global Therapist Rating (GTR) - FFT clinical evaluation.
- (e) Pro bono Monthly individual meetings.

3. TERMS AND CONDITIONS OF PAYMENT FOR SERVICES:

County agrees to compensate Contractor for approved budget expenses incurred and for documented units of services performed, subject to the following limitations:

- (a) Compensation for Professional Services. Contractor has agreed to be compensated for the services on a monthly basis at a rate of Five Hundred Dollars (\$500.00), per month.
- 10. Not to Exceed Amount. Contractor understands and agrees that the maximum total amount payable for the services described herein shall not exceed Six Thousand (\$6,000.00), for the performance of the services described herein; Contractor shall monitor the cumulative billings against the estimated budget and send County written notification of when such billings reach eighty percent (80%) of the maximum payable amount for the services described herein. Contractor assures County that it will not perform services that would cause the amounts payable to Contractor for the services described herein to exceed the maximum amount payable of Six Thousand Dollars (\$6,000.00), without following the procedures described in this subsection (b). County shall not pay for any services that

would cause the amounts payable for the services described herein to exceed the maximum amount payable of Six Thousand Dollars (\$6,000.00).

- (b) County will only be obligated to pay those funds to Contractor as specified and expended in accordance with this Agreement (as set forth in parts (a) and (b) above).
- (c) Contractor agrees to submit to the Juvenile Department complete, fully documented, and accurate itemized invoices with appropriate documentation, as required by County, by the 20th day following the last day of the month in which the service is provided.
- (d) Contractor's invoices shall be fully documented in accordance with specifications.
- (e) Payment will be made to Contractor by County upon receipt of a verified and proper billing for services actually rendered. Any payments by County to Contractor may be withheld if the Contractor fails to comply with County's reporting requirements, performance objectives, or other requirements relating to Contractor's performance of work and services under this Agreement. County shall pay Contractor only for those costs that are allowable under applicable rules and regulations, as stated in this Agreement. County shall have the right to withhold all or part of any payments to the Contractor to offset any reimbursement made to Contractor for ineligible expenditures, undocumented units of service billed, etc.
- (f) Contractor understands and agrees that invoices submitted more than ninety (90) days after the last day of the month in which the service is provided will not be honored or paid. During the period of the last three (3) months of the term of this Agreement, Contractor may only bill for the preceding month. All billings must be submitted to County within thirty (30) days of expiration or termination of this Agreement. County must approve any exceptions to this billing procedure in writing. All billings must have appropriate supporting documentation before such billings will be approved.
- (g) County will make payment to Contractor upon receipt of a verified and proper invoice in accordance with Texas Government Code, Chapter 2251.
- (h) County agrees to review Contractor's invoices and will forward payment to Contractor within thirty (30) days of receipt of invoice after County, at its sole discretion, determines that such funds are in fact due and owing.
- (i) The Dallas County Auditor is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the parties regarding County's payments to Contractor for services rendered under this Agreement.

4.REPORTING AND ACCOUNTABILITY:

- (a) Reporting. Contractor agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Agreement with no obligation to pay for undocumented services, or both.
- (b) Access to Records. Contractor agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of Contractor that are pertinent to the fulfillment of the requirements of this Agreement, in order to make audit, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Contractor's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the requesting party in Dallas County, Texas.
- (c) Ownership. Contractor agrees that all information, data, and supporting documentation that relates to the services provided hereunder shall remain the property of County.

- (d) Maintenance of Records. Contractor's records, books, and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available in Dallas County subject to inspection by County or authorized County personnel upon request. County shall retain the right to audit the records, books, and documents, in whatever form, at their discretion upon reasonable notice to Contractor. Contractor shall ensure that any and all electronic data is compatible with County's ability to record and read such data and Contractor shall provide electronic data in a format compatible with County's information technology capabilities. Contractor shall furnish all required items, including, but not limited to, documents pertaining to services provided for purposes of this Agreement, records of work performed, records of payments, copies of invoices and/or receipts, or other items necessary or convenient to transmit and communicate the information needed or convenient for full and unrestricted audit of the Contractor's records, books, and documents.
- (e) Audit. The Dallas County Auditor, its assigns, or any other governmental entity approved by County shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, Contractor shall make all of its records, books, and documents reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.
- (f) Retention of Records. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by Contractor for a minimum of four (4) years and ninety (90) days after termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents and/or records begins before the specified period expires, Contractor must keep the records and documents for not less than four (4) years and ninety (90) days and until all litigation, claims, or audit findings are resolved, whichever is later. **Contractor is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement, unless the time period for maintaining such under this subsection (f) has lapsed.**

5. CONFIDENTIALITY:

- (a) Contractor shall not disclose privileged or confidential communications or information acquired in the course of the performance of the services under this Agreement, unless authorized by law. Contractor agrees to adhere to all confidentiality requirements, as applicable, for the services performed for County under this Agreement.
- (b) Public Information Act. The parties acknowledge and agree that County is subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552 (Vernon 1994), also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. Contractor hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by Contractor or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

(c) Notwithstanding the foregoing, the parties agree, to the extent permitted by the Public Information Act, and other law compelling the production of information, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other party, or any information related to services under this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each party's obligations under this Agreement.

6.CONFIDENTIAL OR PROPRIETARY MARKING:

Any information, software, or documents the Contractor uses in the performance of the services provided under this Agreement that Contractor considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or otherwise required by law.

7.INDEMNIFICATION:

DALLAS COUNTY, DALLAS COUNTY COMMISSIONERS, ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREINAFTER, "INDEMNITEES") SHALL NOT BE LIABLE TO CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER OR ENTITY WHATSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY, ON OR ABOUT COUNTY PROPERTY, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGE: (1) CAUSED BY ANY ACT OR OMISSION OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR OF ANY OTHER PERSON ENTERING COUNTY PROPERTY BY EXPRESS OR IMPLIED INVITATION OF CONTRACTOR OR SUBCONTRACTOR; OR (2) OCCASIONED BY OR THROUGH ANY ACT OR OMISSION OF CONTRACTOR OR ITS SUBCONTRACTOR ON COUNTY PROPERTY OR OF ANY OTHER PERSONS WHOMSOEVER; OR (3) ARISING OUT OF THE USE OF COUNTY PROPERTY BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ASSIGNS; OR (4) ARISING OUT OF ANY BREACH OR DEFAULT BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ASSIGNS OF ANY OF THE REQUIREMENTS OR PROVISIONS OF THIS AGREEMENT OR IN THE EXECUTION OR PERFORMANCE OF ITS OBLIGATIONS HEREUNDER; OR (5) OCCASIONED BY OR THROUGH THE USE OF ANY COUNTY PROVIDED UTILITIES, COMPUTERS, SOFTWARE, FIRMWARE, HARDWARE OR ANY VIRUS OR SIMILAR RELATED ITEMS THAT MAY BE CONTRACTED BY CONTRACTOR THROUGH SUCH USE.

CONTRACTOR ASSURES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT, SERVANT, OR EMPLOYEE OF COUNTY. CONTRACTOR AGREES, AND SHALL REQUIRE ALL SUBCONTRACTORS TO AGREE, TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES AGAINST ALL CLAIMS, DEMANDS, ACTIONS, SUITS, LOSSES, DAMAGES, LIABILITIES, COSTS AND/OR EXPENSES OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO, COURT COSTS, LITIGATION EXPENSES AND ATTORNEY'S FEES) AND ALLRECOVERABLE INTEREST THEREON, INCURRED BY OR SOUGHT TO BE IMPOSED ON INDEMNITEES BECAUSE OF BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY (WHETHER REAL, PERSONAL OR INCHOATE), ARISING OUT OF OR IN ANY WAY RELATED (WHETHER DIRECTLY OR INDIRECTLY, CAUSALLY OR OTHERWISE) TO: (1) THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM, THE SERVICES UNDER THIS AGREEMENT BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER AND/OR ANY OTHER PERSON OR ENTITY; (2) THE NEGLIGENT ACT OR OMISSION OF CONTRACTOR, SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT; (3) THE CONDITION OF THE PREMISES ON WHICH SAID SERVICES ARE BEING PERFORMED; (4) THE SELECTION, PROVISION, USE OR

FAILURE TO USE, BY ANY PERSON OR ENTITY, OF ANY POWER SOURCE, HARDWARE, SOFTWARE, TOOLS, SUPPLIES, MATERIALS, EQUIPMENT OR VEHICLES (WHETHER OWNED OR SUPPLIED BY INDEMNITEES, CONTRACTOR, OR ANY OTHER PERSON OR ENTITY) IN CONNECTION WITH SAID SERVICES; (5) THE PRESENCE ON COUNTY PROPERTY OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, INVITEES, LICENSEES, ASSIGNS OR ANY OTHER PERSON ACTING BY OR ON BEHALF OF CONTRACTOR; (6) THE SERVICES UPON OR ADJACENT TO ALL OR ANY PART OF COUNTY PROPERTY, WHETHER OR NOT CAUSED BY OR CONTRIBUTED TO BY THE PRESENCE IN OR OPERATION OF ANY FACILITY OR ANY OPERATION, STRUCTURE OR FACILITIES OF COUNTY, OR ANY OTHER PARTY, OR BY NEGLIGENCE OR ALLEGED NEGLIGENCE ON THE PART OF INDEMNITEES OR ANY OF INDEMNITEES' AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES OR LICENSEES; (7) THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT OR ANY FAILURE OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL OF THE REQUIREMENTS AND PROVISIONS; (8) OCCASIONED THROUGH THE LOSS OF FUNDS OR RIGHTS TO RECEIVE ANY SUM OF MONEY IN ANY FORM OR MEDIUM ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT; AND (9) OCCASIONED BY ANY CIVIL OR CRIMINAL ACTIVITY OR PENALTY UNDER STATE OR FEDERAL LAW BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT. IN ADDITION, CONTRACTOR HEREBY COVENANTS AND AGREES THAT IT WILL HOLD INDEMNITEES HARMLESS FOR ALL PERSONAL PROPERTY OF CONTRACTOR, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, AGENTS, GUESTS, CONSULTANTS, SUBCONTRACTORS, LICENSEES, SUBLICENSEES, INVITEES OR OTHER PARTY HAVING ANY PERSONAL PROPERTY ON COUNTY PREMISES IN RELATION TO THE CONTRACTOR'S USE OF THE AREA. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS SOLE COST AND EXPENSE (AT THE ELECTION OF COUNTY), AGAINST ANY CLAIM, DEMAND, ACTION OR SUIT FOR WHICH INDEMNIFICATION IS PROVIDED HEREUNDER.

APPROVAL AND ACCEPTANCE OF CONTRACTOR'S SERVICES BY COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS FOR THE ACCURACY AND COMPETENCY OF THEIR SERVICES; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY THE COUNTY FOR ANY DEFECT, ERROR OR OMISSION IN THE SERVICES PERFORMED BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS IN THIS REGARD. CONTRACTOR SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS OR OMISSIONS.

WITHOUT IN ANY WAY LIMITING OR RESTRICTING THE INDEMNIFICATION AND DEFENSE AGREEMENTS STATED ABOVE, CONTRACTOR AGREES THAT IT IS THE INTENTION OF THE PARTIES HERETO THAT CONTRACTOR, ITS CONTRACTORS AND SUBCONTRACTORS, AND THEIR INSURERS BEAR THE ENTIRE RISK OF LOSS OR INJURY TO ANY OF CONTRACTOR'S EMPLOYEES, "BORROWED SERVANTS," INDEPENDENT CONTRACTORS, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, VENDORS, MATERIALMEN, OR ANY OTHER PERSON PRESENT ON THE PROPERTY OR PERFORMING ANY OTHER ACT OR SERVICE ON CONTRACTOR'S BEHALF OR AT ITS REQUEST, WHETHER OR NOT ANY SUCH LOSS OR INJURY IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE OR FAULT OF INDEMNITEES, AND WITHOUT SEEKING ANY CONTRIBUTION THEREFOR FROM INDEMNITEES OR ITS INSURERS.

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

OF A NON-DELEGATABLE DUTY.

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

8. INSURANCE:

County agrees to waive Contractor's responsibility to carry insurance.

9. NONPERFORMANCE:

Contractor's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement shall be a basis for termination of the Agreement by the County. County shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized. At County's sole discretion and with written notice by County, Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Agreement. County will consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with Contractor's performance, such problems and/or deficiencies being determined by County. In the event this Agreement is prematurely terminated due to non-performance and/or withdrawal by Contractor, County reserves the right to seek monetary restitution to include, but not be limited to, withholding of money owed from Contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between terminated contractor's rate and subsequent contractor's rate) beginning the date of termination and/or withdrawal through the contract expiration date. In the event a civil suit is filed by County to enforce this provision, County reserves the right to seek its attorney's fees and cost of suit from Contractor. Nothing herein, however, shall be construed as negating the basis for termination for non-performance nor shall in no way limit nor waive County's right to terminate this Agreement under any other provisions herein.

10. SUSPENSION:

Should County desire to suspend the work but not terminate the Agreement, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. Contractor shall stop all services as set forth in Section 5 (Scope of Services) of this Agreement and will cease to incur costs to County during the term of the suspension. Contractor shall resume work when notified to do so by County in a written authorization to proceed. If a change in Section 7 (Terms and Conditions of Payment for Services) of this Agreement is necessary because of a suspension, a mutually agreed contract amendment will be executed in accordance with Section 16 (Amendments and Changes in the Law) of this Agreement.

11. TERMINATION:

Either party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or part, by giving thirty (30) days prior written notice thereof to the other party with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. County shall compensate the Contractor in accordance with the terms of this Agreement for the services performed prior to the date specified in such notice. In the event of cancellation, Contractor shall cease any and all services under this Agreement on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, Contractor shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. To the extent funds are available and reimbursement is permitted, County will reimburse Contractor for non-cancelled obligations that were incurred prior to the termination date. Upon termination of this Agreement as herein above provided, any and all unspent funds that were paid by County to Contractor under this Agreement and any and all County data, documents and information in Contractor's possession shall be returned to County within five (5) working days of the date of termination. In no event shall County's termination of this Agreement, for any reason, subject County to liability.

- (a) Without Cause: This Agreement may be terminated, in whole or in part, without cause, by either party upon thirty (30) days prior written notice to the other party.
- (b) With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
 - (1) Lack of, or reduction in, funding or resources in accordance with Section 26 (Fiscal Funding Clause);
 - (2) Non-performance by Contractor as described in Section 9 (Nonperformance) or Contractor's failure or inability to perform or substantially perform, for whatever reason, the services required under this Agreement;
 - (3) Contractor's improper, misuse or inept performance of services under this Agreement;
 - (4) Contractor's failure to comply with the terms and provisions of this Agreement;
 - (5) Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;
 - (6) Contractor's failure to comply with County's reporting requirements, the program objectives, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;
 - (7) Contractor's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;
 - (8) If funds allocated by the General fund, District Attorney, Other Professional Fees, shall become reduced, depleted, or unavailable during the contract term;
 - (9) In County's sole discretion, if termination is necessary to protect the health and safety of clients;
 - (10) Contractor's failure to provide County with proper notice of an assignment in accordance with Section 18 (Assignment);
 - (11) If Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or
 - (12) Contractor's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

12. 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.

TO COUNTY:

Dallas County Juvenile Department
Dr. Terry Smith, Director
2600 Lone Star Drive
Dallas, Texas 75212

TO CONTRACTOR:

Stephanie McVea
2931 Mojave Drive
Dallas, Texas 75241

13. 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 in this Agreement. 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.

14. SOVEREIGN IMMUNITY:

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

15. COMPLIANCE WITH LAWS:

In providing services required by this Agreement, Contractor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits. Contractor will also be solely responsible for defending matters and satisfying any fines or judgments that arise in whole or part from its actions in performing services under this contract.

15. GOVERNING LAW AND VENUE:

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

16. 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.

17. THIRD PARTIES:

The obligations of each party to this Agreement shall inure solely to the benefit of the other party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

18. ASSIGNMENT:

Contractor may not assign its rights and duties under this Agreement without the prior written consent of County and approval of the District Attorney, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent shall be null and void. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

19. CONTRA PROFERENTUM:

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the party who drafted the Agreement and such party shall not be responsible for the language used.

20. ENTIRE AGREEMENT:

This Agreement, including its Attachments, Exhibits, and Addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Agreement may not be modified without prior written agreement of the parties. Each party acknowledges that the other party, or anyone acting on behalf of the other party has made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

21. 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.

22. REMEDIES/WAIVER OF BREACH:

Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition or violation of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

23. FEDERAL FUNDED PROJECT:

If this Agreement is funded in part by either the State of Texas or the federal government, Contractor agrees to timely comply, without additional cost or expense to County, unless otherwise specified herein, with any statute, rule, regulation, grant, contract 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.

24. 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.

Contractor has a duty to mitigate damages.

25. PREVENTION OF FRAUD AND ABUSE:

Contractor 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 Contractor's employees or agents shall be reported immediately to the County by Contractor. Moreover, Contractor warrants to be not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Contractor and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Contractor shall, upon notice by County, refund expenditures of the Contractor that are contrary to this Agreement and deemed inappropriate by the County.

26. FISCAL FUNDING CLAUSE:

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. Contractor shall have no right of action against County in the event County 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 County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Contractor at the earliest possible time prior to the end of its fiscal year.

27. 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.

28. INDEPENDENT CONTRACTOR:

Contractor, including its employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services covered under this Agreement, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor, agent, employee or supplier of the Contractor and the County by virtue of this Agreement. This provision of this Agreement shall not be for the benefit of any other party other than the County and Contractor.

29. SUBCONTRACTING:

Contractor may not enter into agreements with subcontractors for delivery of the designated services outlined in this Agreement without prior written consent of and approval by County. The costs of all subcontracted services are included in the fees paid herein. Subcontracts, if any, entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that it will solely be responsible to County for the performance of this Agreement. Contractor shall pay all subcontractors in a timely manner. County shall have the right to prohibit Contractor from using any subcontractor.

30. ASSURANCES:

- (a) In providing services required by this Agreement, Contractor agrees to observe and comply with all grant requirements, licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. Contractor's failure to comply with this assurance shall be treated as a default and/or breach of this Agreement.
- (b) Contractor assures that it will not transfer or assign its interest in this Agreement without written consent of County. Contractor understands that in the event that all or substantially all of Contractor's assets are acquired by another entity, Contractor is still obligated to fulfill the terms and conditions of this Agreement. County approval to transfer or assign Contractor's interest in this Agreement to an entity that acquires all or substantially all of Contractor's assets is subject to formal approval by the District Attorney.
- (c) Contractor, by acceptance of the terms of this Agreement, agrees and ensures that personnel providing the services hereunder are duly licensed and/or qualified to perform the required services. Contractor further agrees and ensures that all program and/or facility licenses or permits necessary to perform the required services are current and that County will be notified immediately if such licenses or permits become invalid during the term of this Agreement.
- (d) Contractor assures that no person will, on the grounds of race, creed, color, handicap, disability, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any activity funded in whole or part under this Agreement. Contractor agrees to comply with all federal and state statutes relating to nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. SS 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.S 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. SS 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply.
- (e) Contractor agrees to adhere to confidentiality requirements, as applicable, for the services performed for County under this Agreement, and any other confidentiality provisions or laws, whether federal or state, relating to the services being providing hereunder.
- (f) Contractor assures that it will not use any information, documents, or data provided to Contractor by County for any proprietary purposes and shall not copy, sell, exchange, disclose or provide to others or use any information, documents or data reasonably related to this Agreement for its own proprietary interests.
- (g) Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- (h) Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers'

compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and non-discrimination laws and regulations. When required, Contractor shall furnish County satisfactory proof of compliance therewith.

- (i) Contractor certifies that it is not aware of any conflicts of interest involving any Dallas County official or employee related to this Agreement or the services provided under this Agreement.
- (j) Contractor certifies that it is not currently involved, either directly or indirectly, with any litigation against or involving Dallas County.
- (k) Contractor will develop and implement an agency-wide drug free work place policy. Contractor will also require that all contracts between itself and subcontractors also comply with said requirements.
- (l) Contractor understands that reimbursement for costs under this Agreement shall be in accordance with all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement.
- (m) Under Section 231.006, Texas Family Code, Contractor certifies to County that Contractor is not delinquent in any child support obligations and therefore ineligible to receive payment under the terms of this Agreement. Contractor hereby acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- (n) Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits Dallas County from entering into a contract with a corporation which is delinquent in paying taxes under Chapter 171 of the Tax Code, Contractor, by executing this Agreement, hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from, or not subject to such a tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for termination of this Agreement at the sole option of the County.
- (o) Contractor understands and agrees that the services being provided under this Agreement by Contractor is or may be subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy Regulations, 45 C.F.R. Parts 160 and 164 issued under said Act. If necessary and/or applicable, Contractor agrees to strictly comply with the HIPAA and the regulations issued under the HIPAA and to execute any documents that may be required by the HIPAA or the HIPAA Privacy Regulations. Failure of Contractor to comply with the HIPAA or the HIPAA Privacy Regulations if necessary and/or applicable shall be a default and/or material breach of this Agreement and may result, at the sole discretion of County, in the immediate termination of this Agreement. **CONTRACTOR SHALL BE SOLELY LIABLE FOR ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND/OR EXPENSES OF EVERY KIND AND NATURE RESULTING FROM OR ARISING UNDER THIS AGREEMENT DUE TO NONCOMPLIANCE OR OTHER VIOLATION OF THE HIPAA AND THE REGULATIONS ISSUED UNDER THE HIPAA.**
- (p) Contractor certifies to County that Contractor is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- (q) Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.
- (r) Contractor shall pay all subcontractors in a timely manner. County shall have no liability to any subcontractors in the event Contractor does not pay or delays payment to any subcontractors. At termination or expiration of this Agreement, Contractor shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Agreement.

- (s) Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Contractor in default and/or breach of this Agreement and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

31. PROMPT PAYMENT ACT:

Contractor agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County 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 of the Texas Government Code.

32. TRANSITION SERVICES REQUIRED OF CONTRACTOR:

Upon notice of termination and/or expiration of this Agreement, the County shall immediately have the right to audit any and all records of Contractor relating to this Agreement. Moreover, upon the termination and/or expiration date of this Agreement, Contractor agrees to transition the services provided herein in a cooperative manner and provide anything requested from the County at no additional cost, including, but not limited to the following, upon date of termination and/or expiration: (i) All contract and services documentation, including all records, books and data reasonably related to this Agreement, maintained in accordance with Section 8 (Reporting and Accountability) of this Agreement and identified in a complete, neat and orderly manner; (ii) A good faith pledge to cooperate with County upon transition of services to another contractor or County department providing the same or similar services; (iii) Records, books and data, including electronic data, in a format compatible with County's information technology capabilities, or in a format compatible with a succeeding contractor's information technology capabilities, as determined by County; (iv) Final accounting of all income derived from the Agreement; (v) Downloading and removal of all County information from Contractor's equipment and software; and (vi) Removal of Contractor's services without degradation or other adverse effect on County's system. This provision shall survive termination or cancellation of this Agreement.

33. SIGNATORY WARRANTY:

The person or persons signing and executing this Agreement on behalf of Contractor, or representing themselves as signing and executing this Agreement on behalf of Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all terms, conditions and provisions herein set forth. Contractor shall furnish to County a corporate resolution authorizing signatory authority, in the event Contractor is a corporation or limited liability company.

34. ACCEPTANCES:

By their signatures below, the duly authorized representatives of County and Contractor accept the terms of this Agreement in full.

EXECUTED this _____ day of _____, 2014.

DALLAS COUNTY JUVENILE DEPARTMENT:

CONTRACTOR:

BY: Dr. Terry Smith, Director

BY: Stephanie D. McVea, Ph.D.

County:

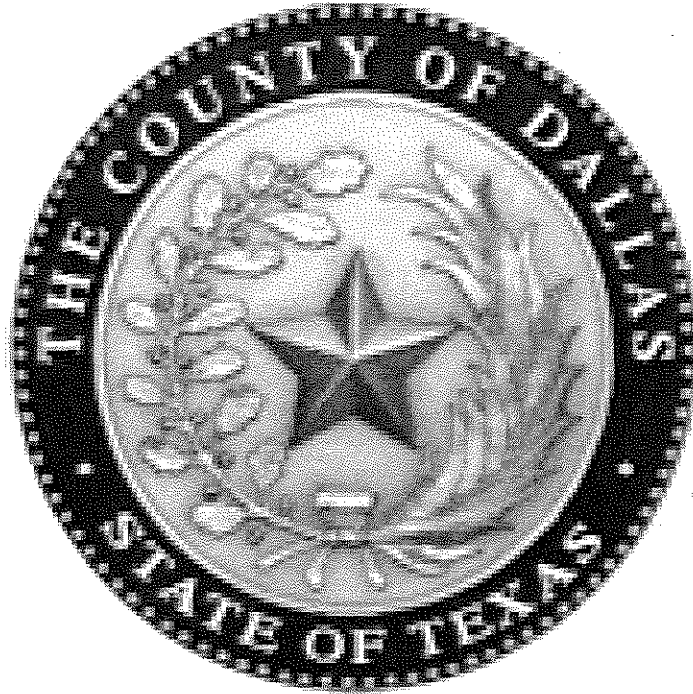
BY: Clay Jenkins, Dallas County Judge

DALLAS COUNTY
CRAIG WATKINS
DISTRICT ATTORNEY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION

By: _____
Denika Caruthers
Assistant District Attorney

*By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).



AGENDA ITEM

N.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 27, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Youth Village Resources of Dallas Job Mentoring Program

Background of Issue:

As the Board is aware, Youth Village Resources of Dallas is a non-profit organization formed to benefit the residents of the Dallas County Youth Village, and the Lyle B. Medlock Treatment Center as well. Their mission is to meet the needs of the young men in these two facilities by providing them with resources that will help them succeed and lead productive lives after they leave residential treatment and return to their homes.

Youth Village Resources is already providing a variety of services in these facilities, among them the PREP (Patience, Responsibility, Empathy and Partnership) Dog Training program, Project SAVE (Skills Advancement for Vocation and Education), and the Café Momentum Culinary Arts program.

Youth Village Resources of Dallas, has now approached the Dallas County Juvenile Department with a proposal to implement a Job Mentoring Training program for those youth who has successfully completed the Culinary Arts/Food Handler programs and the Retail Service Training Program and will soon be transitioned back into their communities. The purpose of the program is to provide the youth a mentor who will encourage him as he seeks employment, help him navigate the job search, help him prepare to interview for a job and then help him understand how to be a successful employee. The mentors are employed adults, business leaders, and entrepreneurs who want to make a difference in the community by mentoring youth with life and job skill guidance. As a prerequisite, all mentors must undergo an extensive background and reference checks by the Dallas County Juvenile Department. The youth's assigned field Probation Officer will collaborate with the mentors in the community to provide additional support and guidance for the youth when necessary. All mentors will follow our departmental guidelines with regards to background checks with FAST (Fingerprint Applicant Systems of Texas) and being approved through our volunteer/mentor program.

The goal of this program is to help the youth find an entry- level position with an organization that will allow him to grow and develop skill sets that will assist his future educational and professional endeavors.

Impact on Operations and Maintenance:

Staff at the Dallas County Youth Village will obtain all necessary parental consents and waivers for enrollment prior to the youth leaving the campus. This information will then be provided to the Youth Village Resources of Dallas to assign a mentor.

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

214-698-2200 Office

214-698-5508 Fax

Strategic Plan Compliance:

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

Legal Information

This briefing was submitted to the District Attorney's office- Civil Division, and has been approved as to form by Ms. Denika Caruthers on October 16, 2013.

Financial Impact/Considerations:

There is no financial impact to the implementation of this program on the part of the Juvenile Department.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the implementation of the Job Mentoring Program for qualifying youth that are successfully released from the Dallas County Youth Village as proposed in the collaborative agreement by the Juvenile Department and Youth Village Resources of Dallas.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2014-009

DATE: January 27th 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

| | | |
|---------------------------|-------------------------------|--------------------|
| Judge Cheryl Lee Shannon | Commissioner John Wiley Price | Judge Gracie Lewis |
| County Judge Clay Jenkins | Judge Craig Smith | Ms. Paula Miller |

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

WHEREAS, Youth Villages Resources of Dallas is a non-profit organization formed benefit the residents of the Dallas County Youth Village and the Lyle B. Medlock treatment Center; and

WHEREAS, their mission is to meet the needs of the young men in the two facilities by providing them with resources that will succeed and lead productive lives after they leave residential treatment and return to their homes; and

WHEREAS, Youth Village Resources of Dallas are providing a variety of services in these facilities; and

WHEREAS, they have approached the Dallas County Juveniles Department to implement a Job Mentoring Program for those youth who has successfully completed the Culinary Arts/Food Handlers programs and the Retail Service Training Program; and

WHEREAS, the purpose of the program is to provide the youth a mentor who will encourage him as he seeks employment and will help navigate the job search and prepare to interview for a job; and

WHEREAS, the goal of this program is to help the youth find an entry level position with an organization that will allow him to grow and develop a skill set that will assist his future educational and professional endeavors; and

WHEREAS, the youth that participate in this program will no longer be in the facilities of Dallas County but will continue on probation; and

WHEREAS, the youth's field probation officer will collaborate with the mentors in the community to provide additional support and guidance for the youth when necessary;

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the implementation of the Job Mentoring Program for qualifying youth that are successfully released from the Dallas County Youth Village as proposed in the collaborative agreement by the Juvenile Department and Youth Village Resources of Dallas.

DONE IN OPEN BOARD MEETING this 27th day of January, 2014.

The forgoing Juvenile Board Order was lawfully moved by Commissioner John Wiley Price and seconded by Ms. Paula Miller, and duly adopted by the Juvenile Board on a vote of 5 for the motion and 0 opposed.

Recommended by:



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

Approved by:



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



6333 E. Mockingbird,
Suite 147-872
Dallas, Texas 75214
www.youthvillagedallas.org

Memorandum of Understanding between Dallas County Juvenile Department and Youth Village Resources of Dallas Jobs Mentoring Program

The YVRD Jobs Mentoring Program is designed to be a post release program. It will involve the youth who finish the YVRD Food Industry Training or Retail Service Training programs and have attended our Jobs Readiness and Financial Capability class.

The Program will provide a positive mentoring relationship to the youth with the goal of establishing a relationship that will encourage them to find employment, help them prepare to interview for a job and then help them understand how to be a successful employee/worker.

This is a six- month to one-year commitment with each mentee relationship. During this time the mentee will learn from their mentor how to get to work, how to show up on time or early, how to be an employee, how to behave at work, etc. Most successful workers have mentors that they look up to, learn from, get advice from.

The top goal of this program is for the youth to obtain an entry-level position with an organization that will allow them to grow and develop a skill set that will assist their future educational and professional endeavors.

1. YVRD will make sure that each mentor who is assigned to work with youth still on probation has passed the FAST Texas Juvenile Justice Department background check and attended DCJD's volunteer training. In addition to this mentors will be required to take a National Background Check by Accutrak.
2. YVRD will train each Jobs Mentor for the Jobs Mentoring program. They will attend a jobs mentorship orientation. Our mentors will be employed adults, business leaders and entrepreneurs who want to make a difference in the Dallas community by mentoring our youth with life and job skill guidance.
3. YVRD will monitor the performance of each mentor. The Expectations that will be monitored are;
 - Communicate activities with the youth's probation officer if still on probation.
 - Communicate with Workforce Solutions caseworker if the youth has been assigned one.



6333 E. Mockingbird,
Suite 147-872
Dallas, Texas 75214
www.youthvillagedallas.org

YOUTH VILLAGE
RESOURCES OF DALLAS

- Communicate with their mentee directly at least once weekly and return contact from mentee within 12 hours
- Commit at least 6 months to the Job Mentor process per mentee, if the mentee is actively participating.
- The mentor assumes responsibility for setting the schedule for meetings or phone calls and is to notify the youth and when appropriate his or her parent/guardian of a change in plan or if the mentor is unable to meet.
- Send update and status reports to YVRD.

4. YVRD will monitor each youth's success and report employment and recidivism outcomes on a regularly scheduled.

5. Selection of youth chosen to participate in the YVRD Food Industry Training or Retail Service Training programs is the responsibility of the Dallas County Juvenile Department's Youth Village staff, Charter school staff, Supervisors and Superintendent. Youth selected must be within 2 months of turning sixteen, 16 years of age and 17 years of age.

6. Dallas County Juvenile Department's Youth Village staff will distribute the Parent Jobs Mentoring Program information letter and the Jobs Mentoring Parent Authorization form to the parents of current residents that have been chosen to participate in the YVRD Food Industry Training or Retail Service Training programs.

7. The signed copy of the Jobs Mentoring parent Authorization form will be given to YVRD for each youth who participates.

YVRD will maintain and enforce policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider providing limits of \$100,000 per occurrence and \$300,000 aggregate. Certificate of Liability Insurance shall be furnished to Juvenile Board. Furthermore Juvenile Board shall be notified immediately upon any changes in the status of the insurance policy and shall promptly furnish updated certificates of insurance to Juvenile Board.

All parties agree that under no circumstances will they release or divulge any confidential material, information, or documents received concerning the young men enrolled in the program controlled by this MOU. Photography, recording, videos and digital imaging are prohibited without the express written consent of the Juvenile Board, Executive Director, or their designee.



6333 E. Mockingbird,
Suite 147-872
Dallas, Texas 75214
www.youthvillagedallas.org

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

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.

YVRD, 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 YVRD 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

Accepted and Agreed to:

Dallas County Juvenile Department

By: [Signature]
Title: EXECUTIVE Director
Date: 1/28/14

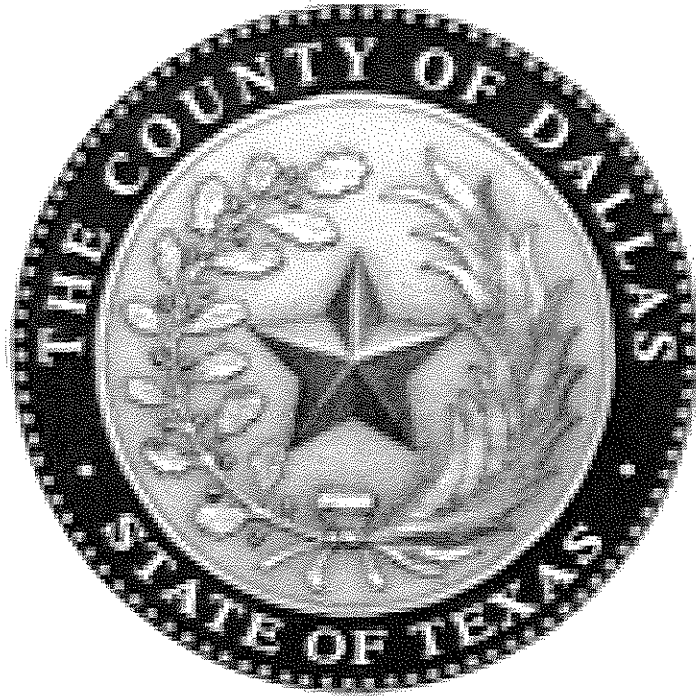
Youth Village Resources of Dallas

By: [Signature]
Title: JFO
Date: 2/14/2014

DALLAS COUNTY
CRAIG WATKINS
DISTRICT ATTORNEY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION

By: [Signature]
Denika Caruthers
Assistant District Attorney



AGENDA ITEM

0.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 27, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Removal of TDFPS

Background of Issue:

The Texas Juvenile Justice Department (TJJD) drafted Emergency Standards for non-secure facilities which are found under Texas Administrative Code (TAC) Chapter 355. The emergency standards became effective June 3, 2013 and were adopted by the Dallas County Juvenile Board on June 24, 2013. TJJD has also drafted a set of permanent standards for TAC 355 which went into effect on November 15, 2013. The standards apply to all non-secure facilities in the state provided that they are not licensed by another state governmental entity; and the facility's governing board has determined the facility will operate solely under the license of the other state governmental entity.

Currently, all Department operated non-secure facilities are licensed by the Texas Department of Family and Protective Services (TDFPS) and must register annually with TJJD. The Letot Center accepts residents under the jurisdiction of the juvenile court as well as those permitted by the facility's license with TDFPS. As a result, the Letot Center will continue to use the minimum standards set forth by TDFPS rather than those established by TJJD. The Letot Center will continue to register annually with TJJD as required.

Since the Marzelle Hill Center and the Dallas County Youth Village only accept juveniles under the jurisdiction of the juvenile court, the TAC Chapter 355 standards are more appropriate for these facilities. The TAC Chapter 355 standards make a delineation between children in custody of TDFPS and children involved in the juvenile justice system.

Department staff assigned to these facilities are already held to TJJD juvenile supervision officer and juvenile probation officer employment, certification, and training standards, and the facilities would fall solely under TAC Chapter 358 standards for Abuse, Neglect, and Exploitation rather than reporting and investigating incidents between TJJD's Administrative Investigations Division and TDFPS Licensing dependent upon the incident type.

Impact on Operations and Maintenance:

The Marzelle Hill Center and the Dallas County Youth Village will now operate solely under the non-secure facility standards of the Texas Juvenile Justice Department (TJJD), and the Letot Center will continue its operations under TDFPS minimum standards. The major impact for the Marzelle Hill Center and the Dallas County Youth Village will be the staff per youth ratio during the operational and non-operational shifts. During the operational shift the ratio will change from 1 staff per 8 youth 1 to staff per 12 youth. During non-operational hours the ratio will change from 1 staff per 16 youth to 1 staff per 24 youth. Additionally, there may

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

214-698-2200 Office

214-698-5508 Fax

be a cost savings due to the ratio change with regards to personnel. There will be no changes for the Letot Center.

Strategic Plan Compliance:

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

Legal Information: (HIGHLIGHTED AREA MUST BE INCLUDED IN BRIEFS)

N/A


Financial Impact/Considerations:

There is no financial impact to consider at this time.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the removal of TDFPS licensure from the Dallas County Youth Village and Marzelle Hill Center as both of the facilities will operate solely under TJJD standards for non-secure facilities while maintaining the current TDFPS licensure for the Letot Center.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2014-010

DATE: January 27th 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

| | | |
|---------------------------|-------------------------------|--------------------|
| Judge Cheryl Lee Shannon | Commissioner John Wiley Price | Judge Gracie Lewis |
| County Judge Clay Jenkins | Judge Craig Smith | Ms. Paula Miller |

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

WHEREAS, the Texas Juvenile Justice Department drafted emergency standards for Non-Secure Facilities which are found under Texas Administrative Code Chapter 355; and

WHEREAS, the emergency standards became effective June 3rd 2013 and were adopted by the Dallas County Juvenile Board on June 24 2013; and

WHEREAS, TJJD has also drafted a set of permanent standards for non-secure facilities which will become effective on November 15th 2013; and

WHEREAS, the standards apply to all non-secure facilities that accept residents under the jurisdiction of the juvenile court; and

WHEREAS, the Letot Center accepts residents under the jurisdiction of the juvenile court as well as those admitted as permitted by the facility's license with TDFPS; and

WHEREAS, may continue to use the minimum standards set forth by TDFPS rather than those established by TJJD; and

WHEREAS, the Marzelle Hill Center and the Dallas County Youth Village only accept residents under the jurisdiction of the juvenile court and are required to comply with TAC 355 standards; and

WHEREAS, maintaining the current license with TDFPS is no longer necessary for these facilities.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the removal of TDFPS licensure from the Dallas County Youth Village and Marzelle Hill Center as both of the facilities will operate solely under TJJD standards for non-secure facilities while maintaining the current TDFPS licensure for the Letot Center.

DONE IN OPEN BOARD MEETING this 27th day of January, 2014.

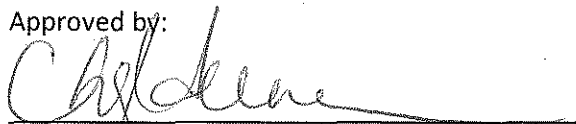
The forgoing Juvenile Board Order was lawfully moved by Commissioner John Wiley Price and seconded by Judge Gracie Lewis, and duly adopted by the Juvenile Board on a vote of 5 for the motion and 0 opposed.

Recommended by:

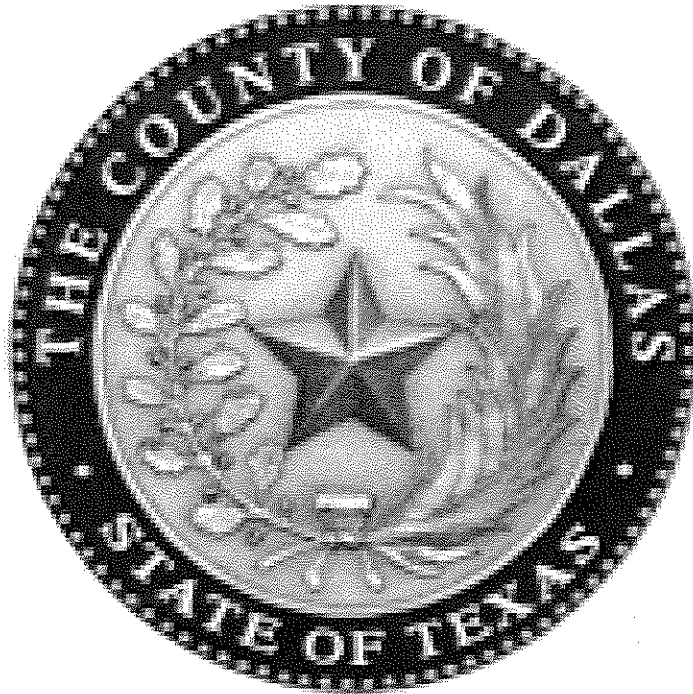


Dr. Terry S. Smith, Director
Dallas County Juvenile Department

Approved by:



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

P.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 27, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Youth Service Advisory Board Juror Fund Recommendation for Fiscal Year 2014

Background of Issue:

The Juror Fund program began in FY1991 and allows jurors the option of donating their juror per diem back to Dallas County. Juror Fund monies designated for the Dallas County Juvenile Department's use are allocated to service programs that focus on new or innovative approaches in assisting youth and the provision of services which are not currently provided through the County budget. To date, Juror Fund contributions directed for the Juvenile Department have provided service programs, such as after school tutoring, art therapy, intensive family therapeutic interventions, substance abuse interventions, as well as truancy reduction initiatives. Administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Contract Services division of the Dallas County Juvenile Department. Final approval of funding initiatives is granted by the Dallas County Juvenile Board and Commissioners Court.

At its January 13, 2014 board meeting, YSAB approved the following allocation for juror funds for:

| Program | Allocation |
|---|---------------------|
| GED Program Supplies | \$ 1,000.00 |
| START Program | \$ 5,240.00 |
| Juvenile Services Youth Basketball League | \$ 8,332.80 |
| Letot Cultural Enrichment Program | \$ 10,946.95 |
| Total | \$ 25,519.75 |

The purpose of this briefing is to request authorization to fund the initiatives as allocated by the YSAB. A detailed description of these FY 2014 initiatives and its allocation is included in this briefing as Attachment: Juror Fund Grant Descriptions.

Impact on Operations and Maintenance:

The current request will enhance services to youth. Requests for payments related to these initiatives will continue to be processed by Grant Services and will be executed in accordance with Dallas County approval. In addition, all grant applications are submitted through Juvenile Department administration for presentation to the YSAB for consideration for grant award.

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

214-698-2200 Office

214-698-5508 Fax

Strategic Plan Compliance:

The current request complies with Dallas County's Strategic Plan, as evidenced by *Vision 3: Dallas County is safe, secured, and prepared*. Specifically, the current request is an attempt to synergize public safety programs and services across Dallas County, by the allocation of juvenile justice resources across Dallas County.

Legal Information:

Approval from the Dallas County Juvenile Board and Dallas County Commissioners Court is required for allocation and expenditure of Juror Funds.

Financial Impact/Considerations:

All initiatives related to this request will be supported by the Juror Fund (Funding Source 53294065).

Performance Impact Measures:

There are no specific performance measures for the YSAB Juror Fund allocation recommendations.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Youth Services Advisory Board's allocation of juror funds for FY 2014, in the amount of \$25,519.75.

Recommended by:



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

Juror Fund Grant Descriptions

- 1. GED Program Supplies** **\$1,000.00**

There are GED program courses taught year round. The program has the capacity to serve up to 288 unduplicated students annually. Classes meet during the fall, spring, and summer semesters. Classes are half-day programs with a morning and afternoon class offered. This funding will assist with snacks for the half-day classes and for supplies for the program graduation ceremonies.

- 2. START Program** **\$5,240.00**

The START Program is a 90 day residential treatment program for post-adjudicated youth. This funding will assist with treatment, extra-curricular activities and additional therapy projects in the START Program.

- 3. Juvenile Services Youth Basketball League** **\$8,322.80**

The Dallas County Juvenile Department is proposing a basketball league for male youth ages 14-17 who are on probation or attending the JJAEP during April and May. The requested funds include team jerseys, gym rental, referee costs, and other necessary costs.

- 4. Letot Educational Cultural Programs** **\$10,946.95**

The purpose of this grant is to strengthen the Letot Center Cultural Enrichment Program in the Letot Center Emergency Shelter. It will assist youth in the shelter to maintain positive behavior. It will offer the residents the opportunity to earn beneficial rewards during their stay. They seek funding for storage items and program supplies.

JUVENILE BOARD ORDER

ORDER NO: 2014-011

DATE: January 27, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon Commissioner John Wiley Price Judge Gracie Lewis
County Judge Clay Jenkins Judge Craig Smith Ms. Paula Miller

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

WHEREAS, The Juror Fund program began in FY1991 and allows jurors the option of donating their juror per diem back to Dallas County.; and

WHEREAS, Juror Fund monies designated for the Dallas County Juvenile Department's use are allocated to service programs that focus on new or innovative approaches in assisting youth and the provision of services which are not currently provided through the County budget.; and

WHEREAS, Administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Contract Services and Grant Services division of the Dallas County Juvenile Department.; and

WHEREAS, At its January 13, 2014 board meeting, YSAB approved the allocations listed below for juror funds; and

| Program | Allocation |
|---|---------------------|
| GED Program Supplies | \$ 1,000.00 |
| START Program | \$ 5,240.00 |
| Juvenile Services Youth Basketball League | \$ 8,332.80 |
| Letot Cultural Enrichment Program | \$ 10,946.95 |
| Total | \$ 25,519.75 |

WHEREAS, Approval from the Dallas County Juvenile Board and Dallas County Commissioners Court is required for allocation and expenditure of Juror Funds.

WHEREAS, All initiatives related to this request will be supported by the Juror Fund (Funding Source 53294065).

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Youth Services Advisory Board's allocation of juror funds for FY 2014, in the amount of \$25,519.75.

DONE IN OPEN BOARD MEETING this January day of 27, 2014.

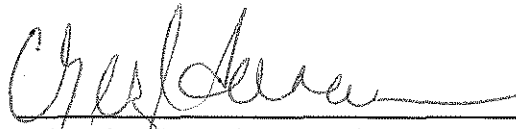
The forgoing Juvenile Board Order was lawfully moved by County Judge Clay Jenkins and seconded by Ms. Paula Miller, and duly adopted by the Juvenile Board on a vote of 5 for the motion and 0 opposed.

Recommended by:



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

Approved by:



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

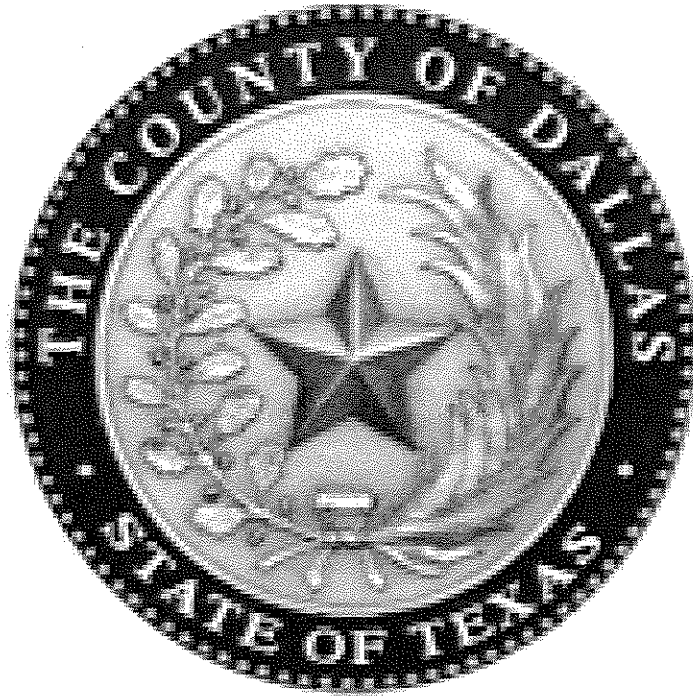
Juror Fund Financial Summary
13-Jan-14

Revenues/Expenditures

| | | |
|---|-----------|-------------------|
| Beginning Balance: | \$ | 717,577.75 |
| Minus Expenditures for Reporting Period (October 1, 2013 - December 31, 2013) | \$ | 9,651.50 |
| Balance: | \$ | 707,926.25 |
| Plus Juror Fund Donations for Reporting Period (November /December 2013): | \$ | 31,626.90 |
| Balance: | \$ | 739,553.15 |
| Minus Reserve: | \$ | 100,000.00 |
| Balance Minus Reserve: | \$ | 639,553.15 |

Overall Juror Fund Balance

| | | |
|-------------------------------|-----------|-------------------|
| Balance: | \$ | 739,553.15 |
| Minus Unexpended Allocations: | \$ | 220,592.62 |
| Balance: | \$ | 518,960.53 |
| Minus Reserve: | \$ | 100,000.00 |
| Available Balance: | \$ | 418,960.53 |



AGENDA ITEM

Q.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 27, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: North Texas Food Bank Juror Fund Contract Approval

Background of Issue:

The Dallas County Juvenile Board approved the juror fund allocation of \$39,138.00 (JB Order 2013-102) to provide a food pantry that will be housed at the Academy for Academic Excellence's Day Reporting Center and Dallas County JJAEP.

The purpose of this briefing is to request authorization to execute the attached contract.

Impact on Operations and Maintenance:

The North Texas Food Bank's food pantry will occur on the Day Reporting Center campus and on the campus of the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP). The pantry will be maintained and operated by designated Juvenile Department staff.

Administrative management of the juror funded programs and projects have been facilitated by Youth Services Advisory Board (YSAB) with the assistance of the Contract Services and Grant Services division of the Dallas County Juvenile Department.

Grant Services will administer/monitor the contract and review the program and evaluate its effectiveness. Financial and programmatic audits will be conducted during the year to ensure quality programming.

Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County approval.

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 contract has been approved to form by Denika Caruthers, Assistant District Attorney, Civil Section. The contract is attached. The contract requires a signature of the Dallas County Judge and the Chairman of the Dallas County Juvenile Board.

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

214-698-2200 Office

214-698-5508 Fax

Financial Impact/Considerations:

All initiatives identified in this request are supported by the Juror Fund (Funding Source 53294065).

Performance Impact Measures:

All juror fund grant applications include performance measures for the proposed program/service. The grant recipients will be required to periodically report performance outcomes for the funded program/service.

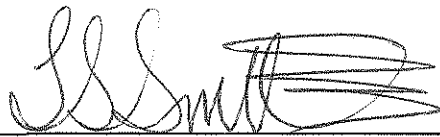
Project Schedule/Implementation:

The programs will be implemented upon final execution of the contract.

Recommendation:

It is recommended that the Juvenile Board approve the contract with the North Texas Food Bank. It is further recommended that the Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

Recommended by:

A handwritten signature in black ink, appearing to read 'Terry S. Smith', written over a horizontal line.

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

JUVENILE BOARD ORDER

ORDER NO: 2014-012

DATE: January 27, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

| | | |
|---------------------------|-------------------------------|--------------------|
| Judge Cheryl Lee Shannon | Commissioner John Wiley Price | Judge Gracie Lewis |
| County Judge Clay Jenkins | Judge Craig Smith | Ms. Paula Miller |

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

WHEREAS, The Dallas County Juvenile Board approved the juror fund allocation of \$39,138.00 (JB Order 2013-102) to provide a food pantry that will be housed at the Academy for Academic Excellence's Day Reporting Center and Dallas County JJAEP; and

WHEREAS, the pantry will be maintained and operated by designated Juvenile Department staff; and

WHEREAS, administrative management of the juror funded programs and projects have been facilitated by YSAB with the assistance of the Contract Services and Grant Services division of the Dallas County Juvenile Department; and

WHEREAS, grant Services will administer/monitor the contract and review the program and evaluate its effectiveness. Financial and programmatic audits will be conducted during the year to ensure quality programming; and

WHEREAS, the contract has been approved to form by Denika Caruthers, Assistant District Attorney, Civil Section. The contract is attached. The contract requires a signature of the Dallas County Judge and the Chairman of the Dallas County Juvenile Board; and

WHEREAS, all initiatives identified in this request are supported by the Juror Fund (Funding Source 53294065); and

WHEREAS, the programs will be implemented upon final execution of the contract.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the contract with the North Texas Food Bank.

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

DONE IN OPEN BOARD MEETING this 27th day of January, 2014.

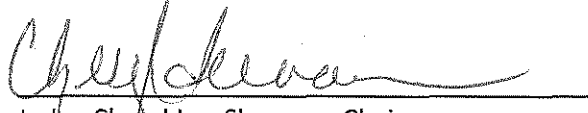
The forgoing Juvenile Board Order was lawfully moved by Commissioner John Wiley Price and seconded by Judge Craig Smith, and duly adopted by the Juvenile Board on a vote of 5 for the motion and 0 opposed.

Recommended by:

Approved by:



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



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

NTFB SCHOOL PANTRY AGREEMENT

**BETWEEN THE DALLAS COUNTY JUVENILE BOARD ON BEHALF OF
THE DALLAS COUNTY ACADEMY FOR ACADEMIC EXCELLENCE**

AND

NORTH TEXAS FOOD BANK

School Pantry Name

Date

Mailing Address

City

State

Zip

Agency Number

Phone Number

IN EXCHANGE FOR THE RIGHT TO BE A NORTH TEXAS FOOD BANK ("NTFB") SCHOOL PANTRY AND THEREBY PERIODICALLY RECEIVE PRODUCTS AND SERVICES FROM NTFB, THE ABOVE NAMED SCHOOL AGREES TO COMPLY WITH CERTAIN REQUIREMENTS. THE DALLAS COUNTY ACADEMY FOR ACADEMIC EXCELLENCE (DCAAE/DALLAS COUNTY) WILL:

Eligibility

1. Have 501(c) 3 federal tax-exempt status as determined and documented by the Internal Revenue Service or be a political subdivision of a federal or state possession.
2. Ensure that a licensed pest control company treats all program sites at least twice a year, and more frequently if there are signs of infestation.
3. Distribute food at least once per week and designate a regular day/time for distribution.

Term

4. This agreement is valid for a period of one year from the date of signature. Either party may terminate this agreement, with or without cause, upon 30 days written notice.

Service Requirements

5. Distribute the food received from the NTFB to low income individuals as defined by the federal and state income eligibility guidelines of 185% of federal poverty levels. Food and other products received

from the NTFB may not be used to reward volunteers, for general distribution to the community, for community events, or for any use other than distribution to clients at no charge.

6. Distribute food in accordance with the US Department of Agriculture and Texas Health and Human Services Commission non-discrimination statement included at the end of this agreement.
7. Notify the NTFB immediately in case of damage, loss, or theft of product.
8. On a continual basis, identify and notify children/families that can benefit from the program.
9. Ensure that no product received from the NTFB is sold, offered for sale, transferred out of our service area, or bartered for money, other properties or services. If a food recipient wishes to make a donation, donations must be anonymous and truly voluntary. No one may be refused food or other items for failure to make a donation.
10. Show an identification card when picking up or receiving any food or non-food products from the NTFB.
11. Accept all food and other items received from or through the NTFB "as is." NTFB makes no representation or warranty regarding the condition or the fitness for any purpose of the food or other items provided.
12. Sign invoices prior to leaving the NTFB or before departing from the delivery location to ensure that all items have been received, and have a second person inspect the order upon arrival at the school and sign the invoice, verifying that all product has been received at the intended destination.
13. Abide by NTFB Food Storage, Handling and Safety Practices that are in conformance with local, state and federal regulations, and ensure that employees and volunteers are provided training or have sufficient experience to safeguard the quality and safety of distributed food.
14. Not require a client to provide a social security card or any other documentation related to citizenship in order to receive food.
15. Not transfer NTFB product to another organization.
16. Attend civil rights training and review the training material once a year with all staff and volunteers that are involved in the distribution or service of food. The signatures of those participating in the training must be provided to the NTFB.

Payment Terms

17. ***DCAAE will pay NTFB*** the amount of Thirty Nine-Thousand, One Hundred Thirty-Eight Dollars (\$39,138.00) from the Youth Services Advisory Board's (YSAB), Juror Funds grant, as approved by Juvenile Board on September 23, 2013. Payments will be made in four quarterly installments of Nine Thousand, Seven Hundred Eighty-Four (\$ 9,784.00) each.
18. Payments for services will be due on or before the fifth (5th) of the first month after the submittal of reporting requirements for each quarter period (May, August, November and February).

19. DCAAE's payment will be due to NTFB within thirty (30) days of receipt of an invoice for the appropriate amount.
20. NTFB agrees that a temporary delay in making payments due to the county's accounting and disbursement procedures shall not place them in default of this Contract and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.
21. NTFB agrees to spend all funds as represented in the Juror Fund Grant Application to YSAB.

Reporting and Notices

22. Provide rosters of children/families accessing the pantry.
23. Inform the NTFB of any changes in contact names, addresses, phone numbers, and/or services provided and provide any other relevant information.
24. If the distribution site is relocating, request prior approval from NTFB for the new location that will be storing and distributing NTFB product.
25. NTFB agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.

Monitoring and Compliance

26. Allow an authorized representative of the NTFB to conduct periodic monitoring reviews.
27. Assist, as requested, with any data collection necessary to conduct a thorough evaluation of the pantry program.

Sovereign Immunity

22. This contract 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 contract 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.

Insurance

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

Indemnification

24. A. Contractor hereby forever waives and releases the County, the DCJB, Dallas County Juvenile Department, the County Commissioners, County Judge and their respective officers, agents, employees, and representatives (referred to collectively as "County") from any and all claims for damages, known or unknown, which may arise as a result, directly or indirectly, of Contractor's involvement in the Program and underlying Contract, including but not limited to the following: any premises or special defects known or unknown to the County; any injury to a Student and/or staff; and any injury to other individuals present during the Contractor's involvement under the terms and conditions of the Program and Contract, including willful acts such as assault against minors.
25. B. AND FURTHER, the Contractor, to the fullest extent allowed by law, agrees to indemnify and hold harmless County against all claims, demands, actions, suits, losses, damages, liabilities, costs, and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorney's fees), incurred by or sought to be imposed upon County because of injury (including death), including but not limited to exposure to any infections, communicable or sexually transmitted disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission by Contractor in performance of this Contract and/or Program, except to the extent such liability, damage, fine or expense is the result of negligent acts or omissions of the County.

Assurances

The North Texas Food Bank complies with the U.S Department of Agriculture policy that prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

USDA is an equal opportunity provider and employer.

USDA Program Discrimination Complaint Process

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usdagov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

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

DALLAS COUNTY:

NTFB:

BY: Clay Jenkins
Dallas County Judge

BY: Jan Pruitt
Chief Executive Officer

DALLAS COUNTY JUVENILE BOARD:

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

RECOMMENDED:

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

By: _____
Paula Miller, Chairman
Youth Services Advisory Board

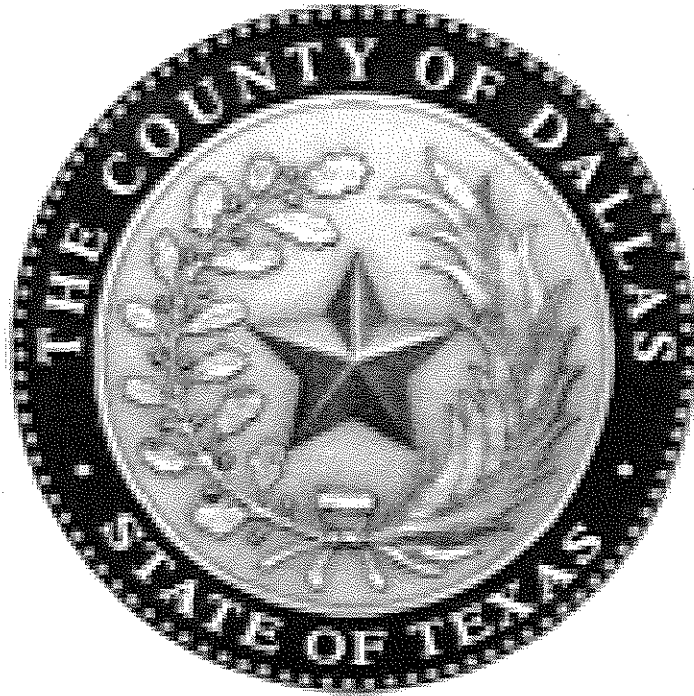
APPROVED AS TO FORM*:

CRAIG WATKINS
DISTRICT ATTORNEY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION

BY: _____
Denika Caruthers
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).



AGENDA ITEM

R.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 27th, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: GED Testing Rate Adjustment

Background of Issue:

At the November 25, 2013 Juvenile Board meeting, the board approved the Youth Services Advisory Board allocation recommendation for GED Program Testing for \$6,000 (JB Brief 2013-141). The brief program description attachments included a cost for each test as \$65.00 per test and \$20.00 per re-test. However, this statement was incorrect and reflected previous vendor rates. The current vendor rate is \$80.00 per test and it will not exceed \$100.00 per test. Additionally, each re-test will not exceed \$30.00 per re-test.

The purpose of this brief is to adjust the previously approved rates to allow for reimbursement at rates not to exceed \$100.00 per test and \$30.00 per re-test.

Impact on Operations and Maintenance:

Requests for payments related to these initiatives will be processed by Grant and Budget services and will be executed in accordance with Dallas County approval.

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.


Financial Impact/Considerations:

All initiatives identified in this request are supported by the Juror Fund (Funding Source 53294065).

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the GED testing rate adjustment to rates not to exceed \$100.00 per test and \$30.00 per test for youth served by the Dallas County Juvenile Department.

Recommended by:



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

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

214-698-2200 Office

214-698-5508 Fax

JUVENILE BOARD ORDER

ORDER NO: 2014-013

DATE: January 27th, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

| | | |
|---------------------------|-------------------------------|--------------------|
| Judge Cheryl Lee Shannon | Commissioner John Wiley Price | Judge Gracie Lewis |
| County Judge Clay Jenkins | Judge Craig Smith | Ms. Paula Miller |

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

WHEREAS, At the November 25, 2013 Juvenile Board meeting, the board approved the Youth Services Advisory Board allocation recommendation for GED Program Testing for \$6,000 (JB Brief 2013-141); and

WHEREAS, the brief program description attachments included a cost for each test as \$65.00 per test and \$20.00 per re-test. However, this statement was incorrect and reflected previous vendor rates. The current vendor rate is \$80.00 per test and it will not exceed \$100.00 per test. Additionally, each re-test will not exceed \$30.00 per re-test.; and

WHEREAS, requests for payments related to these initiatives will be processed by Grant and Budget services and will be executed in accordance with Dallas County approval; and

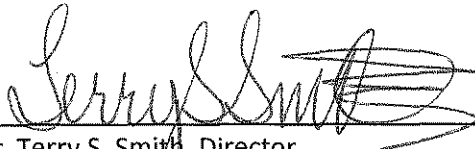
WHEREAS, All initiatives identified in this request are supported by the Juror Fund (Funding Source 53294065).

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the GED testing rate adjustment to rates not to exceed \$100.00 per test and \$30.00 per test for youth served by the Dallas County Juvenile Department

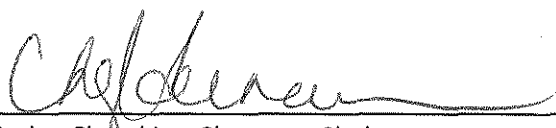
DONE IN OPEN BOARD MEETING this 27th day of January, 2014.

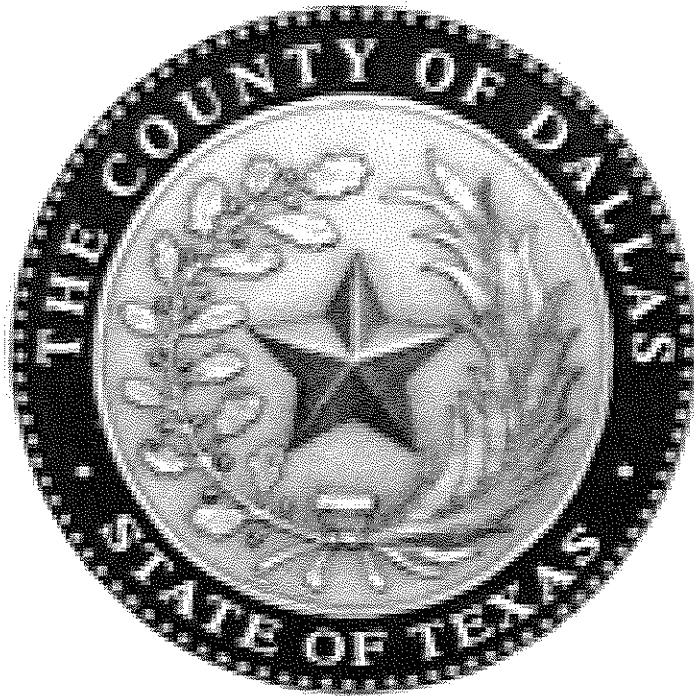
The forgoing Juvenile Board Order was lawfully moved by Commissioner John Wiley Price and seconded by Ms. Paula Miller, and duly adopted by the Juvenile Board on a vote of 5 for the motion and 0 opposed.

Recommended by:


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

Approved by:


Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

S.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 27, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Contract with Dallas Metrocare Services for In-Home Therapeutic Services

Background of Issue:

The Juvenile Department offered In-Home Family Preservation Program (FPP) services, with funding provided through the State Aid grant, from FY2005 to FY2012. Through this initiative, the Juvenile Department and Dallas Metrocare Services (DMS) used a team approach to provide intensive in-home services to youth who were on probation, at risk of removal from the home, and had substance abuse issues. The team consisted of a probation officer provided by the Juvenile Department and a therapist, provided by DMS through a professional services contract. The contract expired on August 31, 2012.

On September 24, 2012, under Board Order No. 2012-093, the Dallas County Juvenile Board approved the Juvenile Department's request to discontinue the FPP service delivery model and to utilize the grant funds to support an additional therapeutic team for the Special Needs Unit (SNU). As with the FPP model, the Juvenile Department provided a probation officer and a therapist was provided by DMS through a professional services contract. The term of the professional services contract was October 1, 2012 through August 31, 2013. However, the contract includes language to allow for automatic renewal of the contract for up to one additional year.

The purpose of this briefing is to request authorization to renew the professional services contract with Dallas Metrocare Services for FY2014.

Impact on Operations and Maintenance:

There will be no impact on operations. Field probation officers will continue to refer appropriate youth to SNU. This initiative will be supervised by the SNU supervisor. Contract Services will continue to process invoices from DMS.

Strategic Plan Compliance:

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

Legal Impact:

Assistant District Attorney, Denika Caruthers has reviewed the contract renewal process, and determined that during renewal years it is not necessary to re-issue new contracts, and thus no signatures are required. Any fiscal or

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

programmatic changes to existing contract will be submitted to the Juvenile Board and Commissioners Court for review through a contract amendment process.

Fiscal Impact:

The total amount of the professional services contract with DMS is \$68,000. The Texas Juvenile Justice Department State Aid Grant budget included an allocation of \$58,317, which is used for this contract. The remaining \$9,683 will be funded through the Juvenile Department's budget (5110).

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to renew the professional services contract with Dallas Metrocare Services for in-home therapeutic services during FY2014 at an amount not to exceed \$68,000.

Recommended by:



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

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

JUVENILE BOARD ORDER

ORDER NO: 2014-014
DATE: January 27, 2014
STATE OF TEXAS §
COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

| | | |
|---------------------------|-------------------------------|--------------------|
| Judge Cheryl Lee Shannon | Commissioner John Wiley Price | Judge Gracie Lewis |
| County Judge Clay Jenkins | Judge Craig Jenkins | Ms. Paula Miller |

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

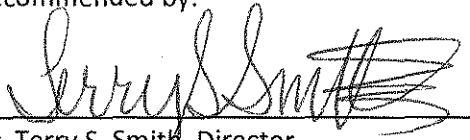
- WHEREAS, the Juvenile Department has collaborated with Dallas Metrocare Services for the provision of in-home therapeutic services since FY 2005; and
- WHEREAS, On September 24, 2012 the Juvenile Board approved the Department's request to discontinue the In-Home Family Preservation (FPP) service model to allow for an additional in-home therapeutic team in the Special Needs Unit (SNU); and
- WHEREAS, the initiative allows an additional probation officer to team with a therapist provided by Dallas Metrocare Services under a professional services contract; and
- WHEREAS, the contract term was October 1, 2012 through August 31, 2013
- WHEREAS, the total cost of the contract is \$68,000, of which \$58,317 will be funded through the State Aid Grant made available by the Texas Juvenile Justice Department and the remaining \$9,683 will be funded through the Juvenile Department's FY2014 budget (5110); and
- WHEREAS, this request conforms to the Dallas County Strategic Plan – Vision 3 Dallas County is *safe, secure, and prepared* by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approves the Juvenile Department's request to renew the professional services contract with Dallas Metrocare Services to provide an additional therapist for the In-Home Special Needs Unit Program for FY 2014 at an amount not to exceed \$68,000.


DONE IN OPEN BOARD MEETING this 27th day of January, 2014.

The forgoing Juvenile Board Order was lawfully moved by Commissioner John Wiley Price and seconded by Ms. Paula Miller, and duly adopted by the Juvenile Board on a vote of 4 for the motion and 0 opposed.

Recommended by:


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

Approved by:


Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

THE STATE OF TEXAS

§

THE COUNTY OF DALLAS

§

§

**CONTRACT FOR PROFESSIONAL SERVICES
2012-2013**

BETWEEN

**THE DALLAS COUNTY JUVENILE BOARD ON BEHALF OF
THE DALLAS COUNTY JUVENILE DEPARTMENT**

AND

DALLAS METROCARE SERVICES

1. PURPOSE:

This contract is entered into by and between THE DALLAS COUNTY JUVENILE BOARD ("the DCJB") on behalf of THE DALLAS COUNTY JUVENILE DEPARTMENT (the "DCJD") and DALLAS METROCARE SERVICES ("the Contractor"), for the purpose of providing in home family therapy services (the "Services") to non-adjudicated and adjudicated juvenile offenders (the "Clients") in accordance with Texas law, and the provisions of the Texas Juvenile Probation Commission.

2. TERM:

The term of this contract will be from October 1, 2012 through August 31, 2013. This Contract will be automatically renewed for up to one additional year under the same terms and conditions unless one (1) or more of the parties decline to renew this Contract by providing written notice to all parties hereto at least ninety (90) days prior to the expiration of this Contract, or the Contract is terminated sooner pursuant to its terms.

3. RELATIONSHIP OF PARTIES:

Contractor is an independent contractor and not an agent, servant, joint enterprise or employee of the County. Contractor represents that it has, or will secure at its own expense, all personnel and consultants required in performing the Services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the DCJB.

4. 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.

5. SCOPE OF WORK:

- A. Contractor shall provide a licensed therapist to provide services to youth and their families identified to participate by the Dallas County Juvenile Department. The therapist must have a minimum of one year prior experience working with clients identified as having a mental health diagnosis.
- B. The therapist will be responsible for all duties and responsibilities as listed in Exhibit B, Position Description.
- C. The therapist will be assigned and available to the Program on a full-time, forty (40) hours per week basis.
- D. In the event that the therapist is unable to fulfill the obligations of this Contract due to resignation, illness or any other reason for more than seven (7) days, Contractor agrees to provide an appropriately licensed replacement until the therapist is returned to work.

6. OBLIGATIONS OF THE CONTRACTOR:

- A. The Contractor must conduct criminal background checks of all prospective personnel and staff who will have direct contact with clients, including full-time and part-time employees, volunteers and any other persons working on behalf of Contractor, prior to commencement of work. When reviewing these background checks, Contractor shall keep the "best interest of the child" standard in mind above all else. Moreover, Contractor shall verify that staff has no prior history that would indicate that they would be dangerous to the health and safety of program participants. Contractor must maintain records documenting that these checks have been conducted and make those records available to County upon request.
- B. Therapist shall maintain documentation of all services provided and such documentation shall be in compliance with standards of Metrocare Services and the Texas Juvenile Justice Department

7. BILLING AND REIMBURSEMENT:

- A. Contractor understands and all parties agree that this Contract is expressly contingent upon the receipt of funds by DCJD for implementation and operation of the Program from DallasCounty. The parties agree that in the event sufficient funds are not available from DallasCounty to meet the obligations set forth herein, this Contract will terminate at the sole discretion of DCJD. If this Contract terminates for lack of funds, Contractor shall be entitled to payment for Program services provided prior to the date of termination. Temporary interruptions in funding and DCJD requested suspensions of Program services, as mutually agreed upon by all parties in writing, shall not result in Contract termination.
- B. Payment will be made to Contractor by Juvenile Department no later than thirty (30) days after receipt of:
 - 1. A verified and proper reimbursement request;
 - 2. Required statistical and/or programmatic documentation; and
 - 3. Documentation to indicate Insurance requirements outlined in Section 14 have been met.
- C. Requests for reimbursement must be received by Juvenile Department no later than five (5) working days after the last day of the month for which the services were rendered. Reimbursement requests shall be submitted in a format approved by DCJD.
- D. Total compensation shall not exceed \$68,000.00 Contractor shall be reimbursed on a monthly basis for the actual cost of services, plus the allowable administrative fee, based on the following budget:

| | |
|--------------------|-----------------|
| Salary | \$46,000.00 |
| Benefits | \$10,120.00 |
| Travel | \$ 7,038.00 |
| Insurance | \$ 132.00 |
| Administrative Fee | \$ 4,710.00 |
| Total | \$68,000.00 |

8. EXAMINATION OF PROGRAM AND RECORDS:

- A. Contractor agrees that it will permit Juvenile Department to examine and evaluate the services provided under the terms of this Contract and to review all client records. This examination and evaluation will include, but is not limited to, unscheduled site visits, fiscal audits, observation of Program in operation, interviews, and administration of questionnaires to the Contractor staff program and the clients of this program.

- B. Contractor shall provide to Juvenile Department such detailed information regarding contracted Clients as requested by Juvenile Department. Contractor shall respond in writing utilizing any form or format provided by the Juvenile Department in providing information regarding contracted Clients.
- C. Contractor agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of Juvenile Department or the State of Texas, books, documents, and other evidence (the "Records") pertaining to the cost and expenses of this Contract. For the purposes of this Contract, the Records shall include all financial records, child care records, special treatment records, and any and all books, documents and evidence connected with the provision of Services covered under this Contract.
- D. Contractor agrees to maintain these records for a minimum of three (3) years after final payment, or until the state approved audit has been made and all questions there from are resolved.
- E. Dallas County Juvenile Department is responsible for closely monitoring the Contractor and the exercise of reasonable care to enforce all terms and conditions of its grants. Contractor agrees to fully cooperate in the monitoring process.

9. ASSURANCES:

- A. Contractor agrees to establish safeguards to prohibit their employees and agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain;
- B. Contractor assures that no person will, on the grounds of race, creed, ethnicity, disability, national origin, gender, religion, sexual orientation, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any Program or activity funded in whole or in part under this Contract;
- C. Contractor, by acceptance of funds provided under this Contract, agrees and ensures that personnel paid from these funds are duly licensed and/or qualified in the State of Texas to perform the required services. Contractor further agrees and ensures that all Program and/or Facility licenses necessary to perform the required services are current and that the County will be notified immediately if such licenses become invalid during the Term of this Contract, or extension, thereto;
- D. Contractor assures that funds received pursuant to this Contract will not be used for lobbying the Texas legislature or any governmental agency in connection with a particular contract;
- E. Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits the County from entering into a contract with a corporation which is delinquent in paying taxes under Chapter 171, Tax Code, Contractor by executing this Contract, hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from, or not subject to such a tax. A false statement concerning the corporation's franchise

tax status shall constitute grounds for immediate termination of the Contract, at the sole option of the County;

- F. Under Section 231.006, of the Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified grant, loan, or payment because of delinquent child support obligations or delinquent student loans or grants owed. Contractor acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate; and
- G. Failure to comply with any of these assurances or any other requirements specified herein will put Contractor in default of this Contract and may result, at the sole discretion of the County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

10. TERMINATION:

- A. The County may terminate this Contract without cause by providing thirty (30) days written notice of intention to terminate to all other parties. In the event of an early termination of this Contract or default by Contractor, Contractor shall forfeit any and all compensation for any services provided prior to the termination date which may be due or outstanding for payment as of the date of notice, or termination and/or default is given. Moreover, Contractor will be required to immediately return any funds advanced for services not yet provided.
- B. The County may immediately terminate this Contract for cause, without notice, based upon the following:
 - 1) Failure of Contractor to provide the services required by this contract;
 - 2) Failure of Contractor to maintain effective insurance policies required by this Contract; or
 - 3) Substantiated physical or sexual abuse of Program Students by employees, agents or subcontractors of Contractor that goes unreported and/or is not addressed appropriately after Contractor becomes aware of the allegations.

11. NOTICE:

Any notice to be given under this Contract 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.

County / DCJB
Dr. Terry Smith, Director
Dallas County Juvenile Department
2600 Lone Star Drive
Dallas, Texas 75212
Phone: 214-698-2223
Fax: 214-698-5508
Email: Terry.Smith@dallascounty.org

Contractor
Jeannie Rapp, Contracts Monitor
Dallas Metrocare Services
1380 River Bend Dr
Dallas, Texas 75247-4914
Phone: 214-743-1293
Fax: 214-630-3469
Email:
jeannie.rapp@metrocareservices.org

12. **INSURANCE AND INDEMNIFICATION:**

Dallas County, Dallas County Juvenile Board, Dallas County Juvenile Department, Dallas County Commissioners Court, elected officials, officers, employees, agents and representatives, ("Indemnities"), shall not be liable to Contractor or any subcontractors, their employees, agents, invitees, licensees, or to any other person whomsoever, for any injury to person or damage to County property, ("Property"), on or about the Property, including but not limited to, consequential damage, (1) caused by any act or omission of Contractor or any of its subcontractors, employees, subtenants, licensees or any other person entering the Property by express invitation of Contractor (collectively "Contractor's Invitees"), or (2) arising out of the use of the Property by Contractor or Contractor's Invitees, or (3) arising out of any breach or default by Contractor or subcontractor in the performance of its obligations hereunder.

Indemnities and Contractor contract and agree that Indemnities shall not be liable to Contractor or any of Contractor's Invitees for any loss or damage that may be occasioned by or through the acts or omissions of Contractor or any of Contractor's Invitees.

To the fullest extent allowed by law, Contractor agrees to indemnify and hold harmless, Indemnities against all claims, demands, actions, suits, losses, damages, liabilities, costs and/or expenses of every kind and nature (including, but not limited to, court costs, litigation expenses and attorney's fees) and all recoverable interest thereon, incurred by or sought to be imposed on Indemnities because of injury (including death) or damage to property (whether real or personal), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to: (1) the performance of, attempted performance of, or failure to perform operations or work under the Contract by Contractor or any of Contractor's Invitees; and (2) the presence on the Property of Contractor or its subcontractors, employees, suppliers, vendors, or any other person acting by or on behalf of Contractor. Contractor further agrees to defend, at its sole cost and expense (at the election of County) against any claim demand, action or suit for which indemnification is provided hereunder.

Further, Contractor shall release, defend and indemnify Indemnities from and against all loss, damage, claims expense, including judgments and attorney's fees, and liability for bodily injury to, or death of, any person and loss of or damage to any property and loss of use thereof caused by or involving Contractor or any of Contractor's Invitees, including but not limited to

employees, subcontractors, agents, invitees and the property of each party hereto, arising out of or in any way connected with the work upon or adjacent to all or any part of the Property. Without in any way limiting or restricting the indemnification and defense agreements stated above, Contractor agrees that it is the intention of the parties hereto that Contractor and any subcontractors, and their insurers bear the entire risk of loss or injury to any of Contractor's employees, "borrowed servants," agents, representatives, subcontractors, vendors, or any other person present on the Property or performing any other act or service on Contractor's behalf or at its request, but only to the extent caused by Contractor or any of Contractor's Invitees. Contractor does not indemnify Indemnities from their own actions and nothing herein shall be construed to the contrary.

Contractor hereby covenants and agrees that it will hold County harmless for all personal property of Contractor or any of Contractor's Invitees or any other party having any personal property on the property.

13. INSURANCE REQUIREMENTS:

A. The contractor shall additionally purchase and maintain in force the following minimum insurance coverage during the term of this Contract and any extension thereto. Such minimum insurance coverage shall be in the amounts and in full compliance with the following terms and conditions, but only to the extent available at reasonable costs from Contractor's insurance carrier:

1) Workers' Compensation Insurance in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all employees assigned to operate or work under this Contract. In the event the Contractor elects and the County approves Contractor to sublet any work, Contractor shall require subcontractors to provide Workers' Compensation Insurance for all of the latter's employees unless the Contractor affords such employees protections.

| | | |
|-----|---------------------------|-------------------------|
| i. | Types of Coverage | Limits of Liability |
| | Workers' Compensation | Statutory |
| ii. | Employer's Liability | |
| | Bodily injury by Accident | \$500,000 each Accident |
| | Bodily injury by Disease | \$500,000 each Employee |
| | Bodily injury by Disease | \$500,000 Policy Limit |

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the County to the extent available at reasonable costs from Contractor's insurance carrier.

- 2) **Liability Insurance Requirements** - Contractor shall at all times during the term and at its own expense, keep in full force and effect, comprehensive general liability coverage and contractual liability coverage, with a minimum of One Million and 00/100 Dollars (\$1,000,000.00) on account of bodily injuries to, or death of one person and an aggregate of Two Million and 00/100 Dollars (\$2,000,000.00).
- 3) **Comprehensive Automotive Liability Insurance** - Prior to using or causing to be used a motor vehicle other than a vehicle for hire (cab), Contractor shall furnish to the County a certificate showing comprehensive auto liability insurance coverage in an amount no less than Four Hundred Thousand and 00/100 Dollars (\$400,000.00), covering all owned, hired and non-owned vehicles (excluding cabs) used in connection with the work performed under this Contract for bodily injury and property damages. County shall be made an additional named insured under the terms of these policies of insurance.

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

- B. Contractor agrees that, with respect to the above referenced insurance, all insurance contracts will state or contain the following required applicable provisions:
- 1) "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given by the insurance company to the County."
 - 2) "Juvenile Board of Dallas County, Dallas County, County Commissioners, County Judge, the County's elected officials, directors, employees, agents, representatives and volunteers are added as additional insured with respect to operations and activities of, or on behalf of the named insured performed under this contract with the Owner." This provision is not applicable to the workers' compensation policy.
 - 3) "It is agreed that the inclusion of one or more persons, corporations, organizations, firms or entities as insured under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured."
 - 4) "This policy shall protect each person, corporation, organization, firm or entity in the same as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company's limits of liability as set forth elsewhere in the policy."
 - 5) Waiver of subrogation, waiving the issuing insurance company's right of recovery against the County.
- C. Workers' compensation insurance must include the responsibility of the Contractor to provide coverage for every worker either under the Contractor's policy or under the policy provided by an

subcontractor. Contractor shall obtain certificates of coverage for subcontractors carrying their own policies, prior to any subcontractor providing services under this Contract.

By signing this Contract or providing or causing to be provided a certificate of coverage, Contractor is representing to County that all employees of the Contractor who will provide services under this Contract will be covered by workers' compensation coverage for the duration of this Contract. Contractor further represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with an appropriate insurance carrier, or in the case of self insurance, with the Texas Workers Compensation Commission. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

- D. Contractor shall be solely responsible for all cost of any insurance as required here, any and all deductible amount and in the event that an insurance company should deny coverage. All insurance coverage shall be on a claim made basis unless specifically approved in writing and executed by the County's Director and Risk Manager.
- E. It is the intent of these requirements and provisions that insurance cover all cost and expense so that neither the County nor the Dallas County Juvenile Board will sustain any expense, cost, liability or financial risk as a result of the insured's performance of services under this Contract.
- F. Except as otherwise expressly specified, Contractor shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against the Count and Dallas County Juvenile Board, whether by way of subrogation or otherwise; to the extent available at reasonable costs from Contractor's insurance carrier.
- G. Insurance certificates - The certificates of insurance shall list DallasCounty as the certificate holder. All certificates of insurance shall be identified with the RFP number. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Contract, together with satisfactory evidence of the payment of the premium thereof, shall be deposited with the County within ten (10) days of execution and/or renewal of this Contract and upon renewals and/or material changes of such policies, but not less than fifteen (15) days prior to the expiration of the term of such coverage.
- H. All insurance required to be carried by Contractor and/or subcontractors under this Contract shall be acceptable to the County in form and content. All policies shall be issued by an insurance company acceptable to County and authorized to do business in the State of Texas, having a rating of A+ or better by A.M. Best Co. Acceptance of or the verification of insurance shall not relieve or decrease the liability of the Contractor.
- I. If contractor and/or subcontractors fail to comply with any of the requirements relating to insurance, the County, in addition to all other remedies allowed by this Contract or in law, may, at its sole discretion and without waiving any rights that it may have, and in addition to all other remedies allowed by this Contract, obtain such insurance, to the extent reasonably priced, and deduct from the payments to Contractor the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor nor any third party shall have any recourse

against the County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the Contractor.

J. Minimum insurance is a condition precedent to any work performed under this Contract and for the entire term of this Contract, including any renewals or extensions, in addition to any and all other remedies Dallas County or Dallas County Juvenile Board may have upon Contractor's failure to provide and maintain any insurance or policy endorsements, County shall have the right:

- 1) To order Contractor to stop work hereunder which shall not constitute a Suspension of Work;
- 2) To withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof and assurance and proof acceptable to County that there is not liability to County for failure to provide such required insurance.
- 3) At its sole discretion, declare a material breach of this Contract, which, at County's discretion, may result in:
 - i. termination of this Contract;
 - ii. demand on any bond, as applicable;
 - iii. the right of the County to complete this contract by contracting with the "next low bid." Contractor will be fully liable for the difference between the original contract price and the actual price paid, which amount is payable to County by Contractor on demand; or
 - iv. any combination of the above.

This provision shall survive Contract termination.

K. Contractor shall advise County in writing within 24 hours of any claim or demand against County or Contractor known to Contractor related to or arising out of Contractor's activities under this Contract.

L. The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

M. Acceptance of the final products by County or Dallas County Juvenile Board shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their work; nor shall

such acceptance be deemed an assumption of responsibility or liability by County for any defect in the work product prepared by said Contractor, its employees, subcontractors, and agents.

- N. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Contract.
- O. The "Juvenile Board of Dallas County" and "DallasCounty" shall be named as additional beneficiaries on such policies, and all such policies shall provide for thirty (30) days prior written notice to the County prior to amendment, cancellation or termination. Contractor shall be solely responsible for all cost of any insurance as required herein; and all deductible amounts in any policy; and in the event that an insurance company should deny coverage.

14. SUBCONTRACTING:

- A. Contractor may not enter into agreements with subcontractors for delivery of the designated services outlined in this Contract without prior written consent of the County. The costs of all subcontracted services are included in the fees paid herein, unless otherwise stated. In selecting subcontractors, Contractor shall ensure that existing community-based organizations are utilized to the fullest extent possible.
- B. Subcontracts, if any, entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that it will be responsible to County for the performance of any subcontractor. Also, Contractor shall pay all subcontractors in a timely manner.

15. CHOICE OF LAWS AND VENUE:

In providing services required by this Contract, Contractor must observe and comply with all licenses, legal certifications, or inspections required for the services, Facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. This Contract 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.

16. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, innovation, renewal or other alteration of this Contract 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 Contract which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Contract and shall be effective on the date designated by said law.

17. SEVERABILITY:

If any provision of this Contract 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.

18. SIGNATORY WARRANTY:

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

19. ENTIRE AGREEMENT:

This Contract, 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.

20. BINDING EFFECT:

This Contract 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.

21. FEDERAL FUNDED PROJECT:

This Contract is funded in part by either the State of Texas or federal funding. Contractor agrees to timely comply without additional cost or expense to County, unless otherwise specified herein, to any statute, rule, regulation, grant, contract 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 Contract.

22. 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 Contract 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. Contractor has a duty to mitigate damages.

23. ASSIGNMENT:

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

24. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Contract 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 Contract 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 Contract.

25. SOVEREIGN IMMUNITY:

This Contract is expressly made subject to 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 parties or the County has by operation of law. Nothing herein is intended to benefit any third-party beneficiaries to this Contract.

26. PREVENTION OF FRAUD AND ABUSE:

Contractor shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Contract. Any known or suspected incident of fraud or Program abuse involving Contractor's employees or agents shall be reported immediately by the County to the Office of the Inspector General for appropriate action. Moreover, Contractor warrants to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Contractor and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Contract does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Contractor shall, upon notice by County, refund expenditures of the Contractor that are contrary to this Contract and deemed inappropriate by the County.

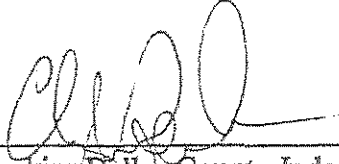
27. FISCAL FUNDING CLAUSE:

Notwithstanding any provisions contained herein, the obligations of the County under this Contract are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Contract. Contractor shall have no right of action against County in the event County is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Contract or failure to budget or authorize funding for this Contract during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Contract by written notice to Contractor at the earliest possible time prior to the end of its fiscal year.

EXECUTED THIS 23rd DAY OF October, 2012.

DALLASCOUNTY:


CONTRACTOR:



Clay Jenkins, Dallas County Judge




Linda Thompson, Interim CEO
Dallas Metrocare Services

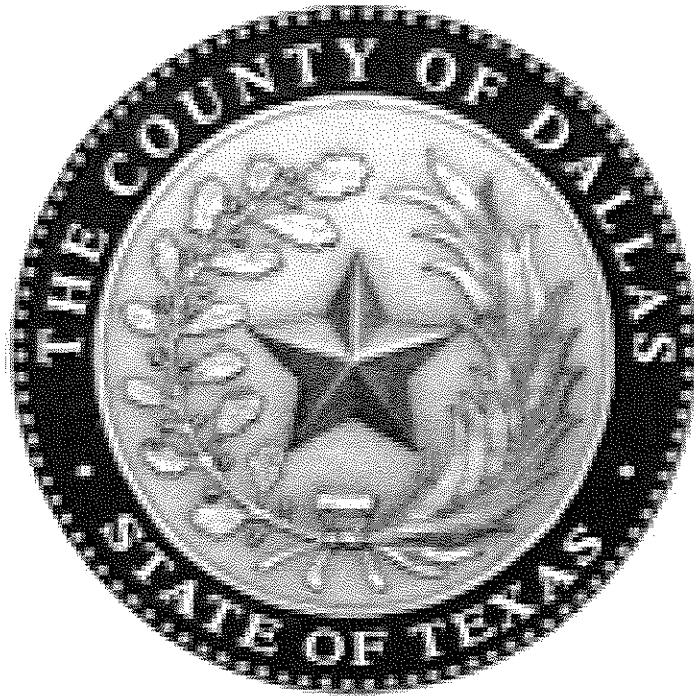


BY: Judge Cheryl Lee Shannon
Chairman, Dallas County Juvenile Board

RECOMMENDED:



BY: Dr. Terry Smith
Director, Juvenile Department



AGENDA ITEM

T.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 27, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Café Momentum Juror Fund MOU Approval

Background of Issue:

The Dallas County Juvenile Board approved the juror fund allocation of \$30,240.00 to Café Momentum (JB Order 2013-108) to provide culinary and vocational programs to youth at the Academy for Academic Excellence.

The purpose of this briefing is to request authorization to execute the attached contract.

Impact on Operations and Maintenance:

The services provided by Café Momentum will occur on the Day Reporting Center campus and on the campus of the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP). Service delivery will be coordinated by Juvenile Department staff as part of regular programming.

Administrative management of the juror funded programs and projects have been facilitated by YSAB with the assistance of the Contract Services and Grant Services division of the Dallas County Juvenile Department.

Grant Services will administer/monitor the Memorandum of Understanding and review the program and evaluate its effectiveness. Financial and programmatic audits will be conducted during the year to ensure quality programming.

Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County approval.

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 Memorandum of Understanding has been approved to form by Denika Caruthers, Assistant District Attorney, Civil Section. The contract is attached. The Memorandum of Understanding requires a signature of the Dallas County Judge and the Chairman of the Dallas County Juvenile Board.

Financial Impact/Considerations:

All initiatives identified in this request are supported by the Juror Fund (Funding Source 53294065).

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

214-698-2200 Office

214-698-5508 Fax

Performance Impact Measures:

All juror fund grant applications include performance measures for the proposed program/service. The grant recipients will be required to periodically report performance outcomes for the funded program/service.

Project Schedule/Implementation:

The programs will be implemented upon final execution of the contract.

Recommendation:

It is recommended that the Juvenile Board approve the Memorandum of Understanding with Café Momentum. It is further recommended that the Dallas County Juvenile Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2014-015

DATE: January 27, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

| | | |
|---------------------------|-------------------------------|--------------------|
| Judge Cheryl Lee Shannon | Commissioner John Wiley Price | Judge Gracie Lewis |
| County Judge Clay Jenkins | Judge Craig Smith | Ms. Paula Miller |

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

WHEREAS, The Dallas County Juvenile Board approved the juror fund allocation of \$30,240.00 to Café Momentum (JB Order 2013-108) to provide culinary and vocational programs to youth at the Academy for Academic Excellence; and

WHEREAS, the services provided by Café Momentum will occur on the Day Reporting Center campus and on the campus of the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP). Service delivery will be coordinated by Juvenile Department staff as part of regular programming; and

WHEREAS, administrative management of the juror funded programs and projects have been facilitated by YSAB with the assistance of the Contract Services and Grant Services division of the Dallas County Juvenile Department; and

WHEREAS, requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County approval; and

WHEREAS, the Memorandum of Understanding has been approved to form by Denika Caruthers, Assistant District Attorney, Civil Section.; and

WHEREAS, the Memorandum of Understanding requires a signature of the Dallas County Judge and the Chairman of the Dallas County Juvenile Board; and

WHEREAS, all initiatives identified in this request are supported by the Juror Fund (Funding Source 53294065); and

WHEREAS, the programs will be implemented upon final execution of the contract.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Memorandum of Understanding with Café Momentum

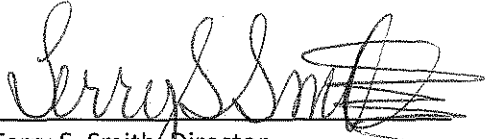
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this January day of 27, 2014.

The forgoing Juvenile Board Order was lawfully moved by Judge Craig Smith and seconded by Commissioner John Wiley Price, and duly adopted by the Juvenile Board on a vote of 4 for the motion and 0 opposed.

Recommended by:

Approved by:



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



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), effective upon the date of execution by all parties, is entered by and between Café Momentum (CM) and Dallas County Juvenile Department (DCJD) along with Youth Services Advisory Board ("YSAB"), collectively referred to as (County).

INCORPORATED DOCUMENTS

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

- A. ("Exhibit A"), CM juror Fund Grant Application to the Youth Services Advisory Board (YSAB) for Food Handler and Retail Training Programs dated August 15, 2013;
- B. ("Exhibit B"), Attachment A, YSAB Grant Specifications.

ORDER OF PRECEDENCE

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

Café Momentum and Dallas County have been working together:

SCOPE OF WORK

CM agrees to provide services in accordance with the CM Juror Fund Application (Exhibit A) and Services as described in the Attachment A, YSAB Grant Specifications (Exhibit B).

ASSURANCES

1. CM understands that under no circumstances should individuals working on behalf of CM, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) have contact or any type of interaction with youth/families involved in the grant funded program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's ORI # TX057013G.
2. CM understands that the names of individual working on behalf of CM, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services as part of the Dallas County Juvenile Detention Center's Volunteer training.
3. CM understands that individuals involved in the Food Handler and Retail Training Programs on behalf of CM must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.

5. CM understands that individuals working on behalf of CM, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be trained on Prison Rape Elimination Act as part of the Dallas County Juvenile Detention Center's Volunteer training.
6. CM understands that individuals working on behalf of the CM, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential.
7. CM will provide the County via Juvenile Department through YSAB reports including programmatic and financial data as the County deems reasonably necessary to monitor and evaluate the activities and services pursuant to this contract. CM agrees to recognize and complete all performance measures/indicators contained in YSAB's Juror Fund Grant Application dated August 15, 2013 (Attached as Exhibit A.).
8. CM will supply all materials, equipment and durable goods necessary to the program.
9. YSAB with the assistance of the Contract Services Unit of the Dallas County Juvenile Department agrees to allocate a grant up to the amount of \$30,240.00 from its Juror Funds to support the CM and Food Handler and Retail Training Programs as approved in Commissioner's Court on October 8, 2013.
10. Total payment for the grant funded project will not exceed \$30,240.00. County's payment will be four quarterly installments of up to \$7,560.00 each. At the conclusion of the year, CM will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred, and actual revenue received (if any).
11. Payments for services will be due on or before the fifth (5th) of the first month after the submittal of reporting requirements for each quarter period of service delivery under this agreement.
12. County's payment will be due to CM within thirty (30) days of receipt of an invoice for the appropriate amount.
13. CM agrees that a temporary delay in making payments due to the county's accounting and disbursement procedures shall not place them in default of this Contract and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.
14. CM agrees to spend all funds as represented in the Juror Fund Grant Application to YSAB.

15. CM understands that The Dallas County Juvenile Department maintains the right to take ownership of non-expendable equipment (equipment that can have a life of more than two years) purchased with juror grant funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.
16. CM agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.
17. The Term of this Agreement shall be from the date of execution of all parties to September 30, 2014).
18. This contract may be automatically renewed for additional twelve month periods under the same terms and conditions. Such renewals shall be at the discretion of the Dallas County Juvenile Department and the Youth Services Advisory Board.

INSURANCE

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

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

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

INDEMNIFICATION

CM to the fullest extent allowed by law, agrees to indemnify and hold harmless DALLAS COUNTY, Dallas County Juvenile Board, Dallas County Juvenile Department, its assigns, officers, directors, employees, agents, representatives and the Youth Services Advisory Board, (referred collectively in this Section as "COUNTY" against all claims, demands, actions, suits, losses, damages, liabilities, costs, and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorney's fees) incurred by or sought to be imposed upon County because of injury (including death), including but not limited to exposure to any infections, communicable or sexually transmitted disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in

any way related (whether directly or indirectly, causally or otherwise) to any act or omission by (Contract's Name) in performance of this Agreement and/or Program, except to the extent such liability, damage fine or expense is the result of negligent acts or omissions of the County.

CHOICE OF LAWS AND VENUE

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

SEVERABILITY

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

SOVEREIGN IMMUNITY

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

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

DALLAS COUNTY:

CAFÉ MOMENTUM:

BY: Clay Jenkins
Dallas County Judge

BY: Chad Houser
Executive Director

DALLAS COUNTY JUVENILE BOARD:

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

RECOMMENDED:

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

By: _____
Paula Miller, Chairman
Youth Services Advisory Board

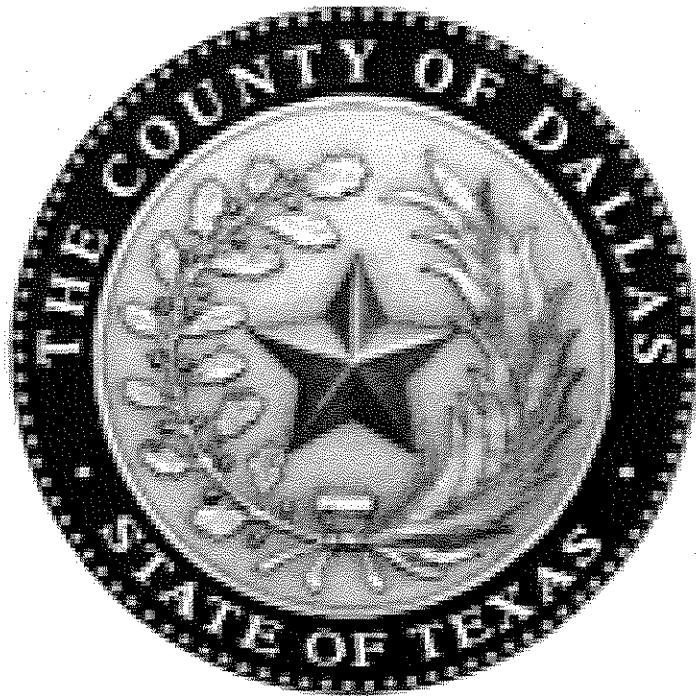
APPROVED AS TO FORM*:

CRAIG WATKINS
DISTRICT ATTORNEY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION

BY: _____
Denika Caruthers
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).



AGENDA ITEM

U.

ACADEMY FOR ACADEMIC EXCELLENCE
PROGRAM REPORT
January 2014

DISTRICT UPDATE

Please note: November and December 2013 details are covered in this report.

November 2013:

Ms. Kinnard participated in training with the Office of Homeland Security & Emergency Management entitled Urban Shied Exercise, sponsored by the Council of Government (COG), via a Table Top scenario. The event involved County facilities within various municipal jurisdictions, including the City of Dallas. The Juvenile Department's role was considered vital to this event to test the Readiness capabilities of first responders, emergency management, executive policy leaders etc.

Ms. Monique Paige, Instructional Specialist, participated in the Texas Scholars Program sponsored by Truman Middle School of Grand Prairie ISD. This is a wonderful program that has one main goal: helping students understand the benefits of education after High School.

Dr. Pirtle and Mr. McCann met with Ms. Cindy Oliver from Dallas Police Department's First Offender Program. In 1974, the Dallas Police Department's First Offender Program began assisting young people and their parents with problems that lead to future trouble and/or arrest. The First Offender Program is a voluntary, skill education program designed to divert juvenile first offenders from the justice system and reduce recidivism. The purpose of the meeting was to discuss best practices with the "first" time non-serious offender.

The Academy for Academic Excellence was able to provide Thanksgiving baskets to 10 families and we also gave 10 gift cards to families in need. These donations were made possible through the kindness and generosity part of Judge Plumlee and her court staff who were able to collect 1,056 Pounds of food from Associates of the Dallas Bar Association.

December 2013:

Dr. Pirtle and Mr. Francis met with Ms. Genell McClendon, Field Service Coordinator with the University of North Texas-Dallas. We shared with her our interest in the possibility of partnering with the Education Department in hopes of building a pool of highly qualified candidates for future teaching and volunteer opportunities with the Academy for Academic Excellence.

The Texas Charter School conference was Dec. 11-13, 2013 in Ft. Worth, Texas, and several AAE staff attended: Ms. Kinnard, Mr. Francis, Mr. McCann, Ms. Paige, and Ms. Miller. Michelle Rhee, the former Superintendent of Washington, DC Schools was the keynote speaker.

Dr. Pirtle, JSOs Mr. Derrick Daniels and Mr. Roddrick James had a Dallas County Juvenile Department Basketball League planning meeting with Ms. Tracy Hall, District Tracy Hall, Supervisor District 2 and Simon Neal, Probation Officer District 2. We will present a proposal to YSAB to fund this project.

Mr. Aubrey Hooper, AAE teacher and Desoto ISD School Board Member, was invited to become a member of the prestigious North Central Texas Council of Government's Criminal Justice Policy Development Committee (CJPDC), which provides overall policy guidance for setting region-wide criminal justice priorities.

Ms. Jennifer Rodriguez, @ JJAEP, was recognized as Education Employee for the Month of December.

Ms. Markeisha Moody, @ JDC, was recognized with the Teamwork Award for the Month of December.

Dr. Jerome McNeil Detention Center / AAE Campus (001):**NOVEMBER 2013 QUOTE OF THE MONTH**

"Real success is finding your lifework in the work that you love. David McCullough

English/Language Arts Department:

The ELA Content Team on the 001 Campus has been doing what they do best! Collaborating and connecting with one another to ensure the success of the students in our content area. The month of November focused on informational texts. In some areas students completed a graphic organizer using the text information of Print features, Organizational Aids, Illustrations, and Graphic Aids. A compare and contrast was done using a thinking map along with two very interesting reading selections: *"Eating Bugs for World Hunger vs. Eating Tarantulas for Taste"*. This high interest reading selection had the students amazed by what they read and they completed their assignments with ease.

In another area, students read a telefilm script and analyzed how stage directions affect the production of a film vs. a stage production and how the dialogue and stage directions are used to develop the plot, characters, and mood. Students then compared a modern film version of the script to the written text that they read, analyzing the changes the director made-- why he made them and what affect that had on viewers' understanding of the theme. Finally, students wrote their own scripts in which they took a well-known fairy tale and modernized it, making sure to follow the rule of three and include other fairy tale conventions such as talking animals. Students performed their plays for staff and peers.

"Michael Jackson, the Life of a Superstar" documentary video and informational text series was a hit with another group of ELA students. Groups of students participated in a project based learning lesson and created a display to differentiate facts from opinions about the King of Pop as well as identified bandwagon behavior and biases/stereotypes using thinking maps and graphic organizers. The student projects were proudly displayed in the educational services hallway.

Math Department:

The math department began the month of November with many real-world activities. We centered all of our instruction with project based learning. In middle school we focused on finding purchase prices, mark-ups and discounts. Each student worked in groups of 3 to design their own store. They gave their prices for items and then had a going out of business sale or clearance sale. They designed posters with their advertisements comparing their discount prices. The high school focused on linear functions and solving and graphing inequalities. This was a graphing calculator lesson and the students learned how to manipulate graphs on the calculator. We concluded our month with the Thanksgiving Menu project. Each group of students designed their ideal Thanksgiving Menu. Then they used grocery store flyers to find how much each item cost and the total cost of their meal. They had a budget of \$40 and had to serve at least 6 people. They displayed their findings on a poster and it is on display in our hallways. Students used Target Department Store sales flyer and found the discount prices and new sales price of selected items. The math department ended the month with AIDS awareness. Each Math teacher had their students to create a foldable on AIDS awareness. The students got data about AIDS among sub-groups and found the mean, median, mode and range of AIDS patients that were under the age of 18 and lived in Dallas.

Science Department:

Students drew a picture of a person and displayed features of genotype (dominant and recessive genes, i.e., tall/short, thin/thick hair) and phenotype (observable/physical traits, i.e., freckles, eye/hair color) structures. Students made a Punnett Square to determine the percentage of certain genes and created

karyotypes (46 chromosomes: 22 pairs of autosomes and 2 sex chromosomes) to predict genetic disorders.

Social Studies:

Students learned about the French and Indian war and the Road to the Revolution. The middle school students did a research project and compared how taxation has changed from then to now. High School students did a Thematic Map of Europe by comparison. Each group created a map depending on their grade of a different theme of Europe and created questions on them. After all the groups were done we explored how one map might influence the other map.

DECEMBER 2013 QUOTE OF THE MONTH -

"The best and most beautiful things in the world cannot be seen or even touched. They must be felt with the heart. Helen Keller

INSTRUCTION AT A GLANCE:

The Academy for Academic Excellence 001 campus spent the first two weeks of December administering the State Assessment End of Course Test and testing went well.

English/Language Arts Department:

Students are using holiday stories, poems, songs, ballets, and films to create a holiday themed Jeopardy game. All of the questions are English/Language Arts/Reading related. The best questions will be used to create the Jeopardy game, which students will play on Thursdays and Fridays.

Math Department:

The Math department agreed that we will do project based learning activities. Our 1st project was creating a Christmas Budget. They were given a certain amount of money that they were to spend on either family members, friends, JSO, and or Teachers. They then looked at flyers from various department stores and the students were to select their gift choices. They then calculated all of their expenses to see if they over budgeted or under budget. Extra credit was given to those who were exactly on target. An alternate activity was a Christmas Menu creation. The entire class made decisions on what they would serve at Christmas time and they shopped for their food items using circulars from the newspapers. They made a poster to display their findings. Our second activity dealt with the 12 days of Christmas. They first viewed the pictures of each item in the song 12 days of Christmas. Then they found the prices of each item. They had to find how many gifts were given, what the total was paid for daily gifts, and what the total was paid for their Christmas. The students also viewed John Denver's Muppets video 12 days of Christmas and sung along with the video.

Social Studies:

Students in the Social Studies classes were assigned a branch of government that they will research and create an educational poster to teach the class about their branch of government. Each poster will have a rubric and grading will be as follows: who makes up the branch, how are they elected, how they are removed, how are they kept in check by the other branches as well as branch specific research. Students must create 5 questions that can be derived from their poster. Eighth grade students will focus on the 3 major branches. Ninth grade students will find out what countries have similar governments styles and how they still vary from ours. Tenth grade students will research who historically influenced our government style and eleventh grade students will explore historical changes in the branches of government.

ESL Department:

The ESL Department met on December 17, 2013 to conduct 4 LPACs. There are currently 28 students being serviced through the 001 Campus ESL program. The department is servicing one 1st year immigrant. There are also three (3) monitored students.

Special Services Department:

The Special Services Department is continuing to conduct weekly ARDs. Currently there are 57 students in Special Education which includes 57 inclusion students, 9 Resource students and 1 special needs deaf student.

Day Reporting Center / AAE Campus (002):

November 2013 - The Day Reporting Center (DRC) conducted several activities to celebrate Thanksgiving. Celebrating the holiday, the DRC students assisted in designing the bulletin board and decorating the halls. The students were also able to participate in a food drive. Students had the opportunity to bring in canned goods for the entire month of November. In addition, the DRC English teacher designed a TEKS based lesson where students wrote essays on celebrating the holiday and the importance of giving thanks. Continuing our celebration of Thanksgiving, the DRC staff held a Professional Development Staff Luncheon. During the luncheon, staff celebrated the successes of our students and staff, while planning strategies for the 3rd six weeks. Also during this month 5 DRC students attended the Mavericks Game. DRC celebrated parent's day on Tuesday, November 19, 2013. Students were able to enjoy and fellowship with their parents by having breakfast for the day on the campus. In our efforts to focus on individualized learning and grow the number of honor roll students, we continue to investigate better ways to differentiate instruction to insure that students are prepared for the increased rigor of the new state assessment, the STAAR test.

December 2013 - The Day Reporting Center (DRC) closed out the 1st semester of the 2013-2014 school year. Teachers and students were engaged in district-wide six weeks and semester exams. DRC had 10 students who made perfect attendance for the 3rd six weeks. DRC conducted several activities to celebrate Christmas. These activities were focused on teaching students the importance of showing appreciation to those individuals who have contributed to their development as a person. Celebrating the holiday, the DRC students assisted the staff in designing the bulletin board and decorating the halls. In addition, students designed ornaments that related to each of the core subject areas. Continuing our celebration of Christmas, the DRC staff gave small treats to all of the students. Day Reporting Center staff held a Holiday Staff Luncheon and Team Building Professional Development Session at Gloria's Restaurant in the Historic Bishop Arts District. The luncheon provided staff with an opportunity to fellowship, recharge, and outline their plan for the upcoming semester.

One major acknowledgement on the DRC campus for this 1st semester was that DRC had two EXIT- Level students who successfully met standards on their TAKS test. DRC's HSEP/GED program celebrates 14 total students who successful passed all sections of the GED test and received their GED certificates this semester. The HSEP/GED program continues to expand and has students in both the morning and afternoon sessions and both sessions are almost at capacity. DRC looks forward to continuing its track record of success with the GED students and continues to provide the individualized instruction and tutorial to preparing for testing. In addition, to the academic component the DRC GED program focuses on job readiness, assisting students with interviewing and job searches.

DRC conducted the first round of the EOC state assessment for those students who were unsuccessful in their first attempt and needed to retake the exam. The testing was successful because of all of the teamwork of the staff.

Medlock / AAE Campus (003):

November 2013 - The second six weeks ended on November 8th and those students who made the Honor Roll were treated to cookies and punch. Medlock received 24 laptop computers. The laptops have been slated for students to use for both remediation (tutoring) and credit recovery. In honor of day of service (November 22nd), teachers donated coloring books and crayons to the Children's Hospital. Mrs. Delvalle spearheaded the event for the Medlock/Youth Village campus. American Education Week (November 18 – 22) kicked off with a potluck breakfast; both education and facility staff came together to celebrate.

December 2013 - Students were engaged in state accountability testing and district-wide six weeks and semester exams this month.

To celebrate the holidays, students participated in a Dorm Decorating contest. They were able to interpret the ideal of what the holiday means to each of them. All decorations were thoughtful, creative and quite festive. Each student put in a tremendous effort in beautifying his dorm. As a team, they were able to show their "Christmas" spirit.

Educational staff ended the month/six weeks/semester in a team building event. We were able to foster team spirit and reinforce our commitment to educating the youth of the Dallas County Medlock/Youth Village facilities.

Youth Village / AAE Campus (003):

November 2013 – This was a busy month for the students at Youth Village. The second six-weeks common assessment tests were administered on Friday, 11/01/2013. The second six-weeks ended on Friday, 11/08/2013 with report cards mailed to the parents on Thursday 11/14/2013. Youth Village had twenty-two students on the A & B Honor Roll. The Honor Roll students were rewarded with a hot dog lunch on Thursday, 11/21/2013 provided by the educational staff. The third six weeks Pre-assessments were administered on Thursday, 11/14/2013, and Friday, 11/15/2013. A pot luck breakfast for education and facility staff was held on Monday, 11/18/2013, to kick off National Education Week.

December 2013 – Youth Village students were engaged in state accountability testing and district-wide six weeks and semester exams this month.

To celebrate the holidays, students participated in a Dorm Decorating contest. They were able to interpret the ideal of what the holiday's means to each of them. All decorations were thoughtful, creative and quite festive. Each student put in a tremendous effort in beautifying his dorm. As a team, they were able to show their "Christmas" spirit.

Educational staff ended the month/six weeks/semester in a team building event. We were able to foster team spirit and reinforce our commitment to educating the youth of the Dallas County Medlock/Youth Village facilities.

SAU / AAE Campus (004):

November 2013 – There was a staff meeting to develop incentives for students with perfect attendance. Also, a Campus Improvement Plan meeting took place to ensure we are servicing the needs of our students & Staff. Thanksgiving spreads for both students and staff were held before the Thanksgiving break to allow time for personal reflection.

December 2013 - Many events were planned this month to gear up for the upcoming end of semester. Students were busy finishing coursework to receive their proper credit. The SAU Credit Recovery course had 20 students enrolled with 10 students completing 2 or more courses. Two students tested and passed the GED Pre-Test and upon completion of program have plans to enroll at DRC.

Students participated in a Christmas Door decorating contest and the winning class enjoyed a special treat.

For those students with Perfect Attendance, a movie & popcorn was provided on December 18th – 19th.

Letot Center / AAE Campus (005):

November 2013 - We had two major activities for the students and they worked diligently to complete both. The first activity was an essay contest organized by Mr. Julio Valencia. The theme for the essay contest was "Why I'm Thankful". As this was a writing activity, it was done in a multi-layered approach. Students wrote drafts, edited and then typed their final essays. Essays were turned-in and judged by Letot staff and administration. Prizes were awarded at the Thanksgiving banquet.

Our second activity for the month of November was a Christmas card contest. Mr. Rufus Harris, organized this activity and ensured that students had materials and themes to create wonderful Christmas cards. Students had a week to work on their cards. Christmas Cards were judged by Letot staff and administration. Winners were announced at the Thanksgiving banquet.

The Education Department participated in the annual Letot Thanksgiving banquet. We brought food, provided the Welcome Address. During the banquet program, students were awarded prizes for "Why I'm Thankful" essays. Four essay prizes were awarded in all and participation prizes were awarded to everyone. Students were given an opportunity to read their essays and many participated. The essays were heartfelt and really well thought out. The winners for the Christmas card contest were also announced and gift card prizes will be awarded during December.

Educators were able to introduce new activities to enhance curriculum and learning at Letot to include: critical thinking, analyzing and problem solving homework, all which was introduced by Mr. Julio Valencia. Students receive homework packages that cover all subjects and have an opportunity to complete work during and after school. Mr. Rufus Harris introduced students to the Portable Laptops. Teachers will be able to assign students online class work outside of the computer lab. Having access to laptops will ensure that students stay engaged in the learning process; and provides a means for reinforcing lessons presented and allow a student to earn credits through credit recovery.

Staff Development:

Rufus Harris - Teaching Social Studies in a Diverse Classroom.

Julio Valencia - Metacognitive Strategies for ELL, Portraits of China, Blended Learning - A hybrid approach to teaching Math.

December 2013 - This was a short month for academic days but we were able to complete a lot of activities with Letot students. Our three major activities were STAAR testing, making Gingerbread houses and working with the students on a Holiday program. Educators also did many smaller activities to help the students celebrate the holidays and ensured that we worked with facilities to accommodate resident challenges.

Mr. Harris and Mr. Valencia successfully administered STAAR testing. All students who were required to test, were tested. We had no administrative or discipline issues during testing. Educators at Letot have

managed rotating between two and three sections scheduled as needed to meet facilities' changing population numbers or challenges with student behavior.

Students spent two separate class days, creating and decorating gingerbread houses. The houses were constructed from graham crackers and frosting and then decorated. The completed houses were imaginative and very creative. Students used the materials provided in interesting and non-traditional ways. All students participated in this activity and really enjoyed the creative process. First place prizes were awarded to one female and male student.

Several students volunteered to help create and participate in the Resident's Christmas Program. Students created a program of Holiday readings, caroling activities and individual singing performances. The program was presented at both the Staff and Residents Holiday parties to much applause and praise! Students had fun participating in the program and gained confidence and a sense of satisfaction from a job well done. Many education staff were able to attend and help at the Resident's Christmas party.

Some of the smaller activities that were completed with students during the month of December included:

- Celebrating Saint Nicholas day with students. Students learned about St. Nicholas and his good works and how he evolved into Santa Claus. Students wrote letters to Santa, not only asking for things for themselves but also for their communities and the world.
- Students learned about the legend of the Poinsettia plant. Students read about the poinsettia plant and when it was introduced to U.S. from Mexico. Then students read and discussed the Mexican legend of how the poinsettia plant was created. Students made poinsettia Christmas decorations out of ribbon and used those decorations for the tree in the art room. Students who did not want to make a decoration wrote original Christmas legends about snow, angels, reindeer and many other holiday themed topics.
- Students had the opportunity for fun activities and completed Christmas themed math graphs, ugly Christmas sweaters, content specific Christmas word searches, and Christmas coloring pages.

**ACADEMY FOR ACADEMIC EXCELLENCE
PROGRAM STATUS REPORT**

| Active Enrollments | |
|---|--------------------------------|
| Student Enrollment as of December 31, 2013: | District Total Enrollment: 498 |
| District Average Attendance | 463 (92.97%) |
| District Special Education Student Population | 144 (28.91%) |

| CAMPUSES | JDC - 001 | DRC - 002 | MED. / YV - 003 | SAU - 004 | LETOT - 005 |
|-----------------------|-----------|-----------|-----------------|-----------|-------------|
| | Number | Number | Number | Number | Number |
| Enrollment | 221 | 91 | 120 | 45 | 21 |
| New Students | 92 | 22 | 13 | 16 | 19 |
| Withdrawals | 108 | 20 | 20 | 19 | 20 |
| Avg. Daily Attendance | 236 | 43 | 124 | 37 | 23 |
| Avg. Daily Enrollment | 243 | 71 | 125 | 46 | 24 |
| Attendance Average | 97.11% | 60.56% | 99.20% | 80.43% | 95.83% |

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 | 33 | (15%) | 16 | (18%) | 0 | (0.0%) | 9 | (20%) | 17 | (81%) |
| Male | 188 | (85%) | 75 | (82%) | 120 | (100%) | 36 | (80%) | 4 | (19%) |
| GRADE | Number | | Number | | Number | | Number | | Number | |
| 3 | 0 | | 0 | | 0 | | 0 | | 0 | |
| 4 | 0 | | 0 | | 0 | | 0 | | 0 | |
| 5 | 1 | | 0 | | 0 | | 0 | | 1 | |
| 6 | 6 | | 3 | | 0 | | 0 | | 0 | |
| 7 | 11 | | 14 | | 11 | | 3 | | 3 | |
| 8 | 28 | | 9 | | 22 | | 5 | | 5 | |
| 9 | 119 | | 46 | | 57 | | 18 | | 7 | |
| 10 | 41 | | 14 | | 19 | | 16 | | 2 | |
| 11 | 13 | | 5 | | 9 | | 3 | | 3 | |
| 12 | 2 | | 0 | | 2 | | 0 | | 0 | |
| AGE | Number | | Number | | Number | | Number | | Number | |
| 10 | 0 | | 0 | | 0 | | 0 | | 0 | |
| 11 | 0 | | 0 | | 0 | | 0 | | 1 | |
| 12 | 1 | | 1 | | 0 | | 0 | | 0 | |
| 13 | 6 | | 1 | | 2 | | 0 | | 3 | |
| 14 | 23 | | 6 | | 12 | | 5 | | 6 | |
| 15 | 49 | | 24 | | 32 | | 7 | | 5 | |
| 16 | 96 | | 25 | | 56 | | 16 | | 5 | |
| 17 | 46 | | 34 | | 18 | | 17 | | 1 | |
| 18+ | 0 | | 0 | | 0 | | 0 | | 0 | |
| ETHNICITY | Number | Percent | Number | Percent | Number | Percent | Number | Percent | Number | Percent |
| African American | 106 | (47.9%) | 52 | (57.1%) | 76 | (63.3%) | 8 | (17.8%) | 6 | (28.6%) |
| Caucasian | 22 | (10.0%) | 0 | (0.0%) | 10 | (8.3%) | 7 | (15.5%) | 2 | (9.5%) |
| Hispanic | 93 | (42.1%) | 39 | (42.9%) | 34 | (28.4%) | 30 | (66.7%) | 13 | (61.9%) |
| Native American | 0 | (0.0%) | 0 | (0.0%) | 0 | (0.0%) | 0 | (0.0%) | 0 | (0.0%) |
| Other/Asian | 0 | (0.0%) | 0 | (0.0%) | 0 | (0.0%) | 0 | (0.0%) | 0 | (0.0%) |



AGENDA ITEM

V.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 27, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Academy for Academic Excellence Staff Handbook and Standard Operating Procedures

Background of Issue:

Standard operating procedures, or SOPs, are formal written guidelines that denote daily operational procedures, assist in long-range planning and provide instructions for incident responses. This manual of standard operating procedures has both operational and technical components, and the contents of this document are essential to the development and deployment of solutions, as well as daily operations. The purpose of this briefing is to seek approval of the Academy for Academic Excellence Charter School's Staff Handbook and Standard Operating Procedures Manual. This manual provides information that will help with questions and set the stage for a successful year. Not all policies and procedures are included in this manual and it is not the goal for it to be all encompassing. Inasmuch, information in this manual will be updated as needed. This manual is not a substitute for the official Dallas County Juvenile Department Policy and Procedures Manual. It is to serve as a guide to Educational Services employees in areas that are unique to the Juvenile Department. Juvenile Department policies can change at any time. Those changes shall supersede any provisions in this manual that are not compatible with the changes.

Impact on Operations and Maintenance:

The staff handbook and standard operating procedures provide the framework that must be followed to ensure that the Academy for Academic Excellence is upholding laws and adopting best practices in the area of education. The Academy for Academic Excellence (AAE) ensures that all policies and procedures are followed.

This manual contains standard operating practices of the Academy for Academic Excellence (AAE) and is structured to include the guidelines and directions for basic day to day practices necessary to guide staff in making proper decisions as it pertains to their job requirements as well as decisions regarding students. The manual specifically addresses several key components:

- Staff Related Issues
 - Crisis Emergency Management
 - Fire Drill and Safety Procedures
 - Student Transportation
 - Personnel administration
 - Electronic Communication and Data Management
 - Information Management & Confidentiality Agreement
 - School Committees
- Educational Services Delivery
 - Maintaining Gradebooks & Entering Grades

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

214-698-2200 Office

214-698-5508 Fax

- Grading Daily Assignments & Assessments
- Completing Report Cards & Progress Reports
- Making Corrections to Report Cards
- Developing a Classroom Management Plan/Notebook
- Developing Lesson Plans
- Maintaining Student Work Portfolios
- Managing Student Behavior
 - Completing Incident & Behavior Reports
 - Escorting Students & Conducting Restroom/Water Breaks
 - Managing Student Arrival
 - Managing Student Dismissal
 - Referring Students to After School Detention
 - Referring Students to ISS
 - Responding to Emergency Situations
 - Suspending Students from Campus
 - Request for Information from JPO / Outside Entities
 - Documenting Contacts
 - Completing Student Behavior / Academic Reports
 - Referring a Student to a Case Manager
 - Referring Students to a Nurse
 - Reporting Suspected Abuse & Neglect/Exploitation

Strategic Compliance:

The Academy for Academic Excellence (AAE) Staff Handbook and Standard Operations Procedure manual and its contents conform to the Dallas County Strategic Plan – Vision 3 Dallas County is *safe, secure, and prepared by leveraging impact in the County by implementing best practices.*

Legal Information:

The Academy for Academic Excellence (AAE) Staff Handbook and Standard Operating Procedures has been approved as to form by Ms. Denika Caruthers the Assistant District Attorney, Civil Section.

Financial Impact/Considerations:

There is no financial impact to the county.

Performance Impact Measures:

There are no specific performance measures

Recommendation:

It is respectfully recommended that the Academy for Academic Excellence (AAE) School Board approve the Academy for Academic Excellence (AAE) Staff Handbook and Standard Operating Procedures manual for the Academy for Academic Excellence (AAE) Charter School.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2014-xxx

DATE: January 27, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX

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

WHEREAS, Standard operating procedures, or SOPs, are formal written guidelines that denote daily operational procedures, assist in long-range planning and provide instructions for incident responses. This manual of standard operating procedures has both operational and technical components, and the contents of this document are essential to the development and deployment of solutions, as well as daily operations. The purpose of this briefing is to seek approval of the Academy for Academic Excellence Charter School’s Staff Handbook and Standard Operating Procedures Manual. This manual provides information that will help with questions and set the stage for a successful year. Not all policies and procedures are included in this manual and it is not the goal for it to be all encompassing. Inasmuch, information in this manual will be updated as needed. This manual is not a substitute for the official Dallas County Juvenile Department Policy and Procedures Manual. It is to serve as a guide to Educational Services employees in areas that are unique to the Juvenile Department. Juvenile Department policies can change at any time. Those changes shall supersede any provisions in this manual that are not compatible with the changes; and

WHEREAS, This manual contains standard operating practices of the Academy for Academic Excellence (AAE) and is structured to include the guidelines and directions for basic day to day practices necessary to guide staff in making proper decisions as it pertains to their job requirements as well as decisions regarding students. The manual specifically addresses several key components:

- Staff Related Issues
 - o Crisis Emergency Management
 - o Fire Drill and Safety Procedures
 - o Student Transportation
 - o Personnel administration
 - o Electronic Communication and Data Management
 - o Information Management & Confidentiality Agreement
 - o School Committees

- Educational Services Delivery
 - o Maintaining Gradebooks & Entering Grades

- o Grading Daily Assignments & Assessments
- o Completing Report Cards & Progress Reports
- o Making Corrections to Report Cards
- o Developing a Classroom Management Plan/Notebook
- o Developing Lesson Plans
- o Maintaining Student Work Portfolios
- Managing Student Behavior
 - o Completing Incident & Behavior Reports
 - o Escorting Students & Conducting Restroom/Water Breaks
 - o Managing Student Arrival
 - o Managing Student Dismissal
 - o Referring Students to After School Detention
 - o Referring Students to ISS
 - o Responding to Emergency Situations
 - o Suspending Students from Campus
 - o Request for Information from JPO / Outside Entities
 - o Documenting Contacts
 - o Completing Student Behavior / Academic Reports
 - o Referring a Student to a Case Manager
 - o Referring Students to a Nurse
 - o Reporting Suspected Abuse & Neglect/Exploitation; and

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

WHEREAS, The Academy for Academic Excellence (AAE) Staff Handbook and Standard Operating Procedures has been approved as to form by Ms. Denika Caruthers the Assistant District Attorney, Civil Section.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence (AAE) School Board approve the Academy for Academic Excellence (AAE) Staff Handbook and Standard Operating Procedures.

DONE IN OPEN BOARD MEETING this 27th day of January, 2014

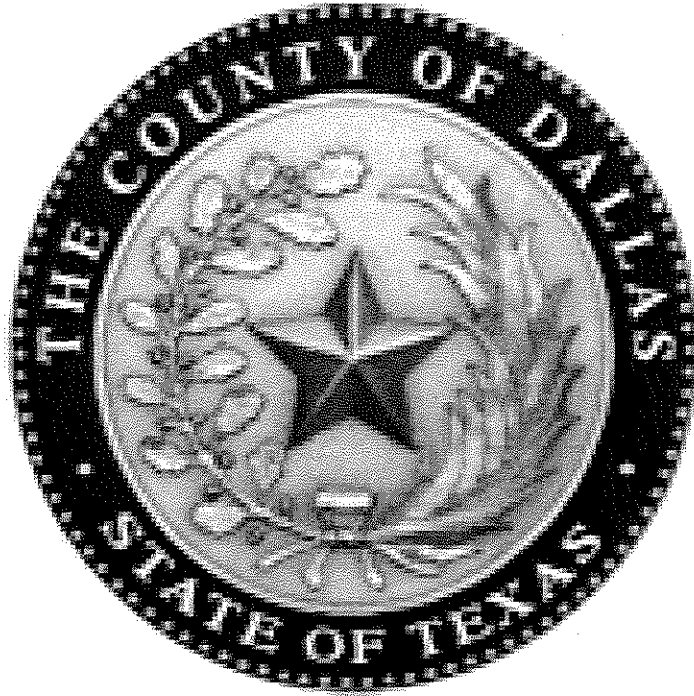
The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of _ for the motion and __opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

W.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 27, 2014
To: Academy for Academic Excellence School Board
From: Dr. Terry S. Smith, Director
Subject: Reauthorization of Academy for Academic Excellence (AAE) Charter School Purchase Policy

Background of Issues

Historically, the Dallas County Juvenile Board grants authorization to utilize a modified purchasing system to expedite purchases and pay invoices. To date, this system has been effective in creating a more responsive purchasing process. With the utilization of the modified system, there have been no significant challenges encountered, as items purchased and invoices paid were accounted for in the various line items of the Academy for Academic Excellence's budget. This practice has not circumvented the enforcement of the Local Government and Dallas County Purchasing policies and procedures.

The purpose of this briefing is to request an extension of the previously approved modification to the purchasing process used to facilitate the expeditious ordering of needed supplies and paying invoices.

Impact on Operations and Maintenance

The Academy for Academic Excellence's FY 14 budget was approved by the School Board of the Academy for Academic Excellence at the June 24, 2013 School Board meeting. The budget briefing included a proposed budget of expenditures for the School Board's approval. The Purchasing Department, in accordance with purchasing policies and procedures, requires a School Board Order when purchasing items outside of basic office supplies and copier paper and in some cases a contract to purchase materials and supplies, and/or to pay outstanding invoices. Additionally, orders that exceed \$50 require Commissioners Court approval. This, in conjunction with the Academy for Academic Excellence School Board's monthly meeting, may keep some orders for needed supplies and materials from being processed expeditiously.

Basic supplies and materials are ordered in advance to ensure that staff has the necessary resources to restore youth, facilitate a safe community, and have the necessary resources to complete assigned tasks and duties during the Charter School's day-to-day operations. Some resources are needed to be in compliance with licensing and governing bodies while others will increase staff efficiency and are cost effective.

To ensure that all purchase requests are consistent with the Charter School's approved budget, appropriate staff members have received training related to their specific line item budget and have also been provided detailed copies of the budget. Moreover, staff members have been provided detailed information on the purchasing process. Associated with the responsibilities incurred in the purchasing process, all requests will be accompanied by appropriate documentation asserting that the identified items were included in the approved budget.

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

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

- (1) \$0.01--\$500. Purchases in this range may be purchased via a standing School Board Order that authorizes payments for items reflected in the school budget approved by the School Board.
- (2) \$500.01--\$1,000. Purchases in this range require the Department Head's signature (Dr. Terry S. Smith) and the standing School Board Order as in 1 above.
- (3) \$1,000.01--\$3,500. Purchases in this range require a signed authorization by the Academy for Academic Excellence School Board Chair. The standing School Board Order will have given the Academy for Academic Excellence School Board Chair authorization to sign approving purchases in this range.
- (4) \$3,500.01--and above. Purchases in this range require a traditional Board Briefing and Order. These purchases must be in compliance with Dallas County and Local Government Code purchasing policies and procedures.

Legal Impact

Dallas County purchasing policies and procedures as well as Local Governments Purchasing Codes require that all purchases be made from a contract vendor or purchased through a purchasing agent of the County. In addition, purchases over \$50 require Commissioners Court approval. The modification requested will not circumvent or violate any previously mentioned purchasing policies or procedures.

Financial Impact/Considerations

The modification requested does not require any additional funding. The cost for any materials or supplies ordered or invoices to be paid was accounted for under specific line items in the Academy for Academic Excellence's approved budget.

Recommendation

It is recommended that the Academy for Academic Excellence School Board approve the modified approval process for ordering needed supplies and materials.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2014-016

DATE: January 27, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

| | | |
|---------------------------|-------------------------------|--------------------|
| Judge Cheryl Lee Shannon | Commissioner John Wiley Price | Judge Gracie Lewis |
| County Judge Clay Jenkins | Judge Craig Smith | Ms. Paula Miller |

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

WHEREAS, Historically, the Dallas County Juvenile Board grants authorization to utilize a modified purchasing system to expedite purchases and pay invoices. To date, this system has been effective in creating a more responsive purchasing process. With the utilization of the modified system, there have been no significant challenges encountered, as items purchased and invoices paid were accounted for in the various line items of the Academy for Academic Excellence's budget. This practice has not circumvented the enforcement of the Local Government and Dallas County Purchasing policies and procedures.

The purpose of this briefing is to request an extension of the previously approved modification to the purchasing process used to facilitate the expeditious ordering of needed supplies and paying invoices; and

WHEREAS, The Academy for Academic Excellence's FY 14 budget was approved by the School Board of the Academy for Academic Excellence at the June 24, 2013 School Board meeting. The budget briefing included a proposed budget of expenditures for the School Board's approval. The Purchasing Department, in accordance with purchasing policies and procedures, requires a School Board Order when purchasing items outside of basic office supplies and copier paper and in some cases a contract to purchase materials and supplies, and/or to pay outstanding invoices. Additionally, orders that exceed \$50 require Commissioners Court approval. This, in conjunction with the Academy for Academic Excellence School Board's monthly meeting, may keep some orders for needed supplies and materials from being processed expeditiously; and

WHEREAS, Basic supplies and materials are ordered in advance to ensure that staff has the necessary resources to restore youth, facilitate a safe community, and have the necessary resources to complete assigned tasks and duties during the Charter School's day-to-day operations. Some resources are needed to be in compliance with licensing and governing bodies while others will increase staff efficiency and are cost effective; and

WHEREAS, To ensure that all purchase requests are consistent with the Charter School's approved budget, appropriate staff members have received training related to their specific line item budget and have also been provided detailed copies of the budget. Moreover, staff members have been provided detailed information on the purchasing process. Associated with the responsibilities incurred in the purchasing process, all requests will be accompanied by

appropriate documentation asserting that the identified items were included in the approved budget; and

WHEREAS, The Department is recommending extension of the policies previously approved by the Board. These purchasing procedures are summarized below.

- (1) *\$0.01--\$500.* Purchases in this range may be purchased via a standing School Board Order that authorizes payments for items reflected in the school budget approved by the School Board.
- (2) *\$500.01--\$1,000.* Purchases in this range require the Department Head's signature (Dr. Terry S. Smith) and the standing School Board Order as in 1 above.
- (3) *\$1,000.01--\$3,500.* Purchases in this range require a signed authorization by the Academy for Academic Excellence School Board Chair. The standing School Board Order will have given the Academy for Academic Excellence School Board Chair authorization to sign approving purchases in this range.
- (4) *\$3,500.01--and above.* Purchases in this range require a traditional Board Briefing and Order. These purchases must be in compliance with Dallas County and Local Government Code purchasing policies and procedures; and

WHEREAS, Dallas County purchasing policies and procedures as well as Local Governments Purchasing Codes require that all purchases be made from a contract vendor or purchased through a purchasing agent of the County. In addition, purchases over \$50 require Commissioners Court approval. The modification requested will not circumvent or violate any previously mentioned purchasing policies or procedures; and

WHEREAS, The modification requested does not require any additional funding. The cost for any materials or supplies ordered or invoices to be paid was accounted for under specific line items in the Academy for Academic Excellence's approved budget; and

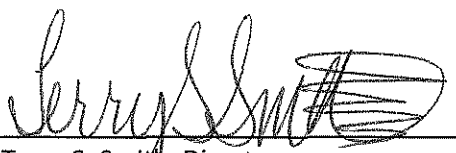
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence School Board approve the modified approval process for ordering needed supplies and materials.

DONE IN OPEN BOARD MEETING this 27th day of January, 2014.


The forgoing Juvenile Board Order was lawfully moved by Commissioner John Wiley Price and seconded by Ms. Paula Miller, and duly adopted by the Juvenile Board on a vote of 4 for the motion and 0 opposed.

Recommended by:

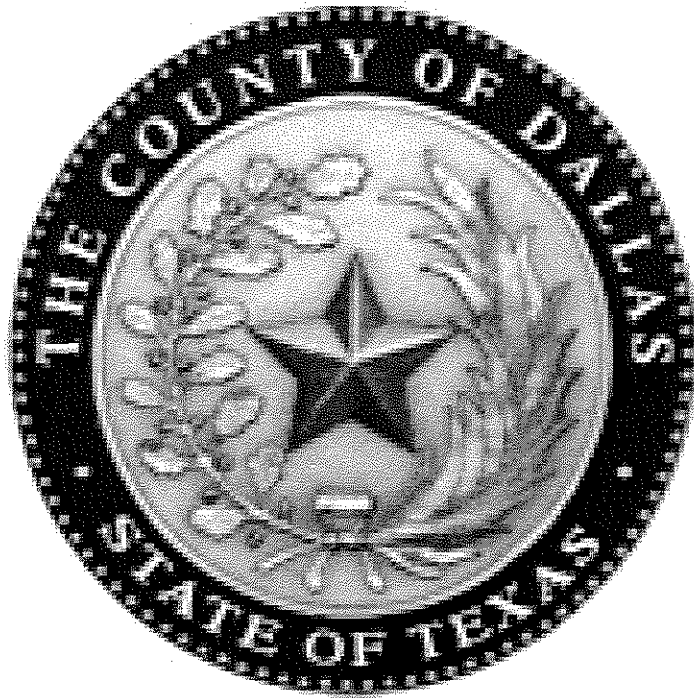
Approved by:



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



 Judge Cheryl Lee Shannon, Chairman
 Dallas County Juvenile Board



AGENDA ITEM

X.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 27, 2014
To: Academy for Academic Excellence School Board
From: Dr. Terry S. Smith, Director
Subject: Educators Publishing Service (EPS) Literacy and Intervention Solutions Pilot Program

Background of Issue:

In June 2013, at the Dallas County Juvenile Board, the Academy for Academic Excellence (AAE) FY14 budget was approved. In September 1998, the Dallas County Juvenile Board was granted the authority to operate an open-enrollment Charter school to be located in each of its residential institutions as well as at its Substance Abuse/Day Treatment programs. The Dallas County Juvenile Board serves as the school board for the Dallas County Juvenile Justice Charter School (DCJCS), whose name just recently changed to the Academy for Academic Excellence (DCAAE). The DCAAE provides instruction in four core content areas, as was approved by the Commissioner of Education, when the charter was granted. In addition to the four core content areas, the DCAAE also offers computer-based instruction on each campus. In an effort to meet the learning styles of our students and close achievement gaps, EPS Literacy and Intervention Solutions has offered DCAAE a free pilot program for the remainder of the 2013-2014 school year. EPS provides a flexible customized solution to assist students of all abilities meet and exceed their educational goals through classroom instruction, one-on-one, small group, individual, digital and print.

EPA's focus:

- Skill-based instruction that meets the Common Core State Standards
- Effective Interventions for RTI Tiers 2 & 3
- Reliable and Efficient Online Universal Screening and Progress Monitoring
- Powerful Data Capture, Reporting, & Intervention Action Plans
- Effective Professional Development and Implementation Support

Their unique product offering allows for blending different learning modalities - online, print, tactile manipulatives, direct, small group, and one-on-one instruction - into a program that will meet your student's needs.

Response to Intervention (RTI) is a model for providing support, instruction and assessment for learners at all ability levels across academic areas like reading, including phonics, comprehension, and vocabulary.

Aligned with federal legislation such as the Individuals with Disabilities Education Improvement Act (IDEA 2004) and the No Child Left Behind Act of 2001 (NCLB), as well as scientific research, this model establishes that districts operate under the principles that:

- Early intervention is critical to the prevention of reading failure
- A problem-solving approach utilizing performance data informs better decisions
- A multi-tiered delivery model unifies district resources to support learning

RTI emphasizes a process of providing services and supports to struggling students through assessing and monitoring, providing access to high-quality instruction and interventions, and continued measurement to help guide future instruction. Following the administration of a screening for assessment, scores are analyzed so that

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

students can be grouped into categories based on intervention needs. Differentiated instruction and curriculum programs designed to best meet students' needs are then introduced along with frequent progress monitoring.

Consistently checking progress ensures that goals and expectations are clear and allows educators to adapt instructional practice as needed based on student performance results.

Impact on Operations and Maintenance:

The free pilot program and utilization of the EPS Literacy and Intervention program will enable teachers to use technology and print materials to support and deliver effective, individualized instruction while closing achievement gaps.

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 agreement has been submitted and approved to form by Denika Caruthers in the Dallas County District Attorney's Office, Civil Section. The user agreement will require the signature of the Director of the Dallas County Juvenile Department.

Financial Impact/Considerations:

There will be no financial impact on Dallas County at this time.

Performance Impact Measures:

The Charter School performance goals will include skill gap development for students and improvement in skill deficiencies.

Project Schedule/Implementation:

The proposed pilot program will be implemented and utilized for the remainder of the 2013-2014 school year.

Recommendation:

It is recommended that the Dallas County Academy for Academic Excellence School Board approve the Academy for Academic Excellence to accept the free pilot program along with free professional development for our teachers and to access the rights and print materials of EPS Literacy Solution products.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2014-017

DATE: January 27, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon Commissioner John Wiley Price Judge Gracie Lewis
County Judge Clay Jenkins Judge Craig Smith Ms. Paula Miller

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

WHEREAS, In June 2013, at the Dallas County Juvenile Board, the Academy for Academic Excellence FY14 budget was approved. In September 1998, the Dallas County Juvenile Board was granted the authority to operate an open-enrollment Charter school to be located in each of its residential institutions as well as at its Substance Abuse/Day Treatment programs. The Dallas County Juvenile Board serves as the school board for the Dallas County Juvenile Justice Charter School (DCJJCS), whose name just recently changed to the Academy for Academic Excellence (DCAAE). The DCAAE provides instruction in four core content areas, as was approved by the Commissioner of Education, when the charter was granted. In addition to the four core content areas, the DCAAE also offers computer-based instruction on each campus. In an effort to meet the learning styles of our students and close achievement gaps, Educators Publishing Service (EPS) Literacy and Intervention Solutions has offered DCAAE a free pilot program for the remainder of the 2013-2014 school year. EPS provides a flexible customized solution to assist students of all abilities meet and exceed their educational goals through classroom instruction, one-on-one, small group, individual, digital and print ; and

WHEREAS, EPA's focus is in :

- Skill-based instruction that meets the Common Core State Standards
- Effective Interventions for RTI Tiers 2 & 3
- Reliable and Efficient Online Universal Screening and Progress Monitoring
- Powerful Data Capture, Reporting, & Intervention Action Plans
- Effective Professional Development and Implementation Support

Their unique product offering allows for blending different learning modalities - online, print, tactile manipulatives, direct, small group, and one-on-one instruction - into a program that will meet the student's needs ; and

WHEREAS, Response to Intervention (RTI) is a model for providing support, instruction and assessment for learners at all ability levels across academic areas like reading, including phonics, comprehension, and vocabulary.

Aligned with federal legislation such as the Individuals with Disabilities Education Improvement Act (IDEA 2004) and the No Child Left Behind Act of 2001 (NCLB), as well as scientific research, this model establishes that districts operate under the principles that:

- Early intervention is critical to the prevention of reading failure
- A problem-solving approach utilizing performance data informs better decisions
- A multi-tiered delivery model unifies district resources to support learning; and

WHEREAS, RTI emphasizes a process of providing services and supports to struggling students through assessing and monitoring, providing access to high-quality instruction and interventions, and continued measurement to help guide future instruction. Following the administration of a screening for assessment, scores are analyzed so that students can be grouped into categories based on intervention needs. Differentiated instruction and curriculum programs designed to best meet students' needs are then introduced along with frequent progress monitoring. Consistently checking progress ensures that goals and expectations are clear and allows educators to adapt instructional practice as needed based on student performance results.
; and

WHEREAS, The free pilot program and utilization of the EPS Literacy and Intervention program will enable teachers to use technology and print materials to support and deliver effective, individualized instruction while closing achievement gaps; and

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

WHEREAS, The agreement has been submitted and approved to form by Denika Caruthers in the Dallas County District Attorney's Office, Civil Section.

WHEREAS, There will be no financial impact on Dallas County at this time; and

WHEREAS, The Academy for Academic Excellence Charter School performance goals will include skill gap development for students and improvement in skill deficiencies; and

WHEREAS, The proposed pilot program will be implemented and utilized for the remainder of the 2013-2014 school year.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Academy for Academic Excellence School Board approve the Academy for Academic Excellence to accept the free pilot program along with free professional development for ours teachers and to access the rights and print materials of EPS Literacy Solution products.

DONE IN OPEN BOARD MEETING this 27th day of January, 2014.

The forgoing Juvenile Board Order was lawfully moved by Judge Gracie Lewis and seconded by Ms. Paula Miller, and duly adopted by the Juvenile Board on a vote of 4 for the motion and 0 opposed.

Recommended by:



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

Approved by:



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



625 Mount Auburn Street
Cambridge, MA 02138-4555

P.O. Box 9031
Cambridge, MA 02139-9031

epsbooks.com
Phone: 800.435.7728 Fax: 888.440.2665

Literacy and Intervention

Educators Publishing Service (EPS – Literacy and Intervention) is a company that has been in existence for over 50 years. We are a leader in providing programs that help struggling students, including those with dyslexia and other reading difficulties.

Our purpose is to provide K-12th blended Customized Intervention Solutions to help at-risk and on-level students build proficiency in reading and math. Our company has developed a product that Universally Screens, Progress Monitors, along with Instructional Tools (print and digital) to provide data to customize instruction for intervention students in reading and math.

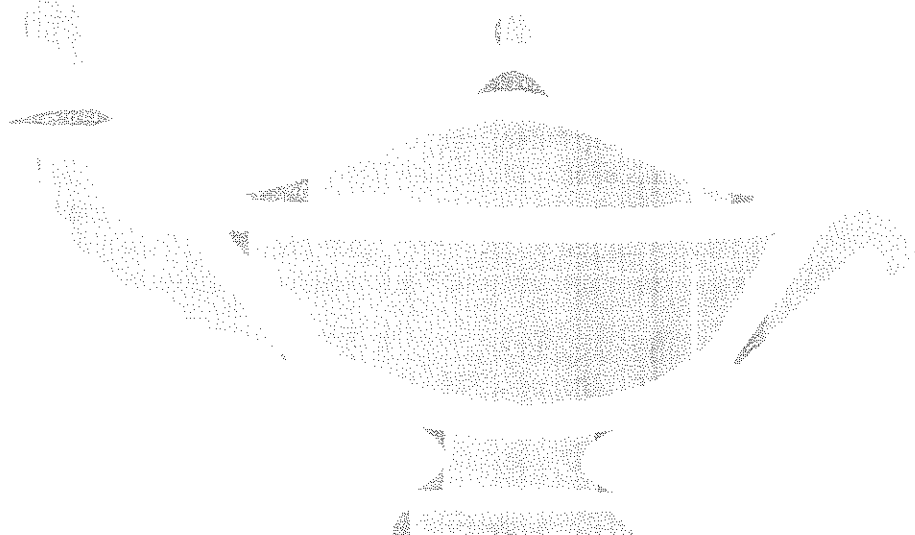
EPS is offering Academy for Excellence (Dallas County Juvenile Department) the opportunity to pilot (at no cost) the E.P.I.C. (Exceptional Performance through Individualized Curriculum) program at 002 and 003 (Day Reporting Center, Youth Village, and Medlock). Based on previous conversations with Mr. Brian Francis, these are ideal campuses to implement E.P.I.C. and prove its merits.

The administrative staff at Academy for Excellence feels that this offer will benefit their students and has agreed to work with EPS in ensuring a fidelity implementation. This pilot will include professional development, and all materials for the students at the above listed facilities at no cost, and no obligation to Academy for Excellence.

Thank you in advance for allowing us the opportunity to partner with you.

Sincerely,

Michael Bates
Regional Sales Manager, South



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), effective upon the date of execution by all parties, is entered by and between EPS Literacy and Intervention and Dallas County Juvenile Board on the behalf of Dallas County Academy for Academic Excellence (DCAAE).

ORDER OF PRECEDENCE

In the event of any inconsistency between the provisions of this MOU 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

EPS Literacy and Intervention AGREES:

- Professional development
 - 2 Initial Days of Training: 8:00 a.m. – 3:30 p.m. and not to exceed 15 participants
 - Follow-up visits to include on-site, webinar, and phone support on an as needed basis
- DCAAE will receive student licenses for ≈230 students to include the following programs: PathDriver Reading & Math, Academy of Reading & Math, Making Connections Intervention, and Wordly Wise 3000 Vocabulary
- DCAAE will receive student print materials as identified by the assessment data to include the following programs: SPIRE and Making Connections Intervention
- DCAAE will receive teacher resource materials
- DCAAE is under NO obligation to purchase
- DCAAE is NOT liable for any monetary payment

TERM

The Pilot start date will be from _____ to July 31, 2014 which marks the end of the summer school session.

PAYMENT

EPS Literacy and Intervention will offer all services and materials associated with the E.P.I.C program free of charge to DCAAE for the term of this Agreement.

INSURANCE

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

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

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

INDEMNIFICATION

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

CHOICE OF LAWS AND VENUE

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

SEVERABILITY

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

SOVEREIGN IMMUNITY

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

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

DALLAS COUNTY:

EPS Literacy Intervention:

BY: Clay Jenkins
Dallas County Judge

BY: Michael E. Bates
Regional Sale Manager, South

DALLAS COUNTY JUVENILE BOARD:

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

RECOMMENDED:

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

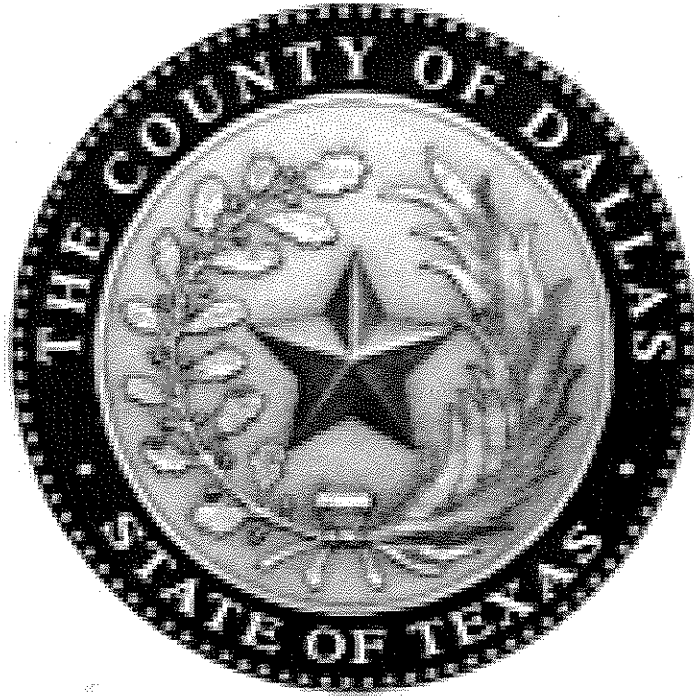
APPROVED AS TO FORM*:

CRAIG WATKINS
DISTRICT ATTORNEY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION

BY: Denika Caruthers
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).



AGENDA ITEM

Y.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 27, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: E-Rate Documentation

Background of Issue:

Dallas County Schools (DCS) utilizes Kellogg & Sovereign Consulting, LLC to pre-qualify applicants and determine eligibility for what is known as "E- Rate." The E-Rate program is federally funded and provides discounts on certain services and products that are essential for classrooms and libraries to receive technology - voice, video, and data communications. The applications for the E-Rate funds demonstrate that the program is serving primarily small and medium size schools and schools with high numbers of at risk students. The discount ranges from 20% to 90% of the cost of eligible services. The E-Rate program allows schools to use the data in Public Education Information Management System (PEIMS) collected for student enrollment and the number of students that would qualify for free/reduced lunches attending the schools to qualify for the discounted rate.

Impact on Operations and Maintenance:

There is no impact to Dallas County. Applying for the E-Rate program would allow Dallas County Academy for Academic Excellence to achieve our goal of expanding our broad bandwidth to receive the discounted rate allowable for school districts.

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 updates securing the rate utilized by E-Rate have been submitted and approved to form by Denika Caruthers in the Dallas County District Attorney's Office, Civil Section.

Financial Impact/Considerations:

There is no financial impact to Dallas County. The E-Rate rate allows the Dallas County Academy for Academic Excellence to secure the most cost efficient rate available.

Performance Impact Measures:

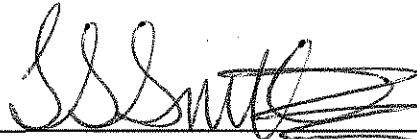
There are no specific performance measures.

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

Recommendation:

It is recommended that the Dallas County Academy for Academic Excellence School Board approve Kellogg & Sovereign Consulting, LLC to pre-qualify the Academy for Academic Excellence Charter School and determine eligibility for the E-Rate program.

Recommended by:



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



DALLAS COUNTY JUVENILE DEPARTMENT

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

(214) 698-2200
Dallas, Texas 75212

Internet Access Statement
E-Rate FY 2014-15

EXECUTIVE
MANAGEMENT TEAM

DR. TERRY S. SMITH
Executive Director
Juvenile Services
Chief Juvenile Probation Officer

JOHN A. HEATH
Assistant Executive Director

ELVA CHAPMAN
Deputy Director of Administrative
Services

BILL EDWARDS
Deputy Director of Probation Services

BEVERLY NOLAN
Deputy Director of Education Services

DR. JOHN PITA
Deputy Director of Clinical Services

ERVIN L. TAYLOR
Deputy Director of Institutional
Services

DALLAS COUNTY
JUVENILE BOARD

JUDGE CHERYL LEE SHANNON
Chairman
305th District Court

COMMISSIONER JOHN WILEY PRICE
Vice Chairman
Road & Bridge, District 3

DENIKA CARLITHERS
District Attorney Civil Division

JUDGE LORI HOCKETT
255th Family District Court

COUNTY JUDGE CLAY JENKINS
Dallas County Judge

VIVIAN LAWRENCE
Youth Services Advisory Board Chair
Child & Family Guidance Center

JUDGE GRACE LEWIS
Criminal District Court No. 3

JUDGE MARTIN LONY
101st Civil District Court E

JUDGE WILLIAM MAZUR
304th District Court

JUDGE LORRAINE A. RAGGIO
163rd Civil District Court I

School District: Academy for Academic Excellence

For Internet Access services please certify that the services will only be delivered to eligible users at eligible locations. The rules of this support mechanism do not allow for services or products to be provided to residential homes or other non-school/library facilities (i.e., E-Rate discounts cannot be used to pay for Internet access for computers in homes, community centers, etc).

If your funding request for Internet Access is strictly limited to services used only at eligible locations by eligible users, then please check the box below to certify in writing the following:

[X] "The Internet Access service for which I seek discounts will be strictly limited to providing services only at eligible locations and used only by eligible users. Access to the Internet will not be provided to homes or other non-school or non-library sites."

Brian Francis
(Signature)

1.16.14
(Date)

Brian Francis
(Printed Name)

Instructional Manager
(Title)

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



DALLAS COUNTY JUVENILE DEPARTMENT

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

(214) 698-2200
Dallas, Texas 75212

Dallas County Schools: E-Rate Letter of Agency 2014-15

Authorization

Consortium Leader

| | |
|--|---|
| Consortium Filing Agent: | Debi Sovereign or Jane Kellogg, Kellogg & Sovereign® Consulting, LLC Phone: 580-332-1444, Fax: 580-332-2532 |
| Authorizing Agency: | Dallas County Schools, 612 N. Zang Boulevard, Dallas, Texas 75208-4329 |
| Authorizing Agency Contact: | Leatha Mullins 214-944-4559 or Rick D. Sorrels 214-944-4568 |
| Term of Authorization: | Signature Date through June 30, 2015. |
| Services Covered by Application | Telecommunications and Internet Access |

Consortium Member

| | |
|---|--|
| Name of Consortium Member: (Name of School District) | Dallas County Academy for Academic Excellence |
| Signature of Authorized Official: (Superintendent or Authorized Designee) | |
| Printed Name: | Brian Francis |
| Title: | Instructional Manager |
| Date Signed: | |

EXECUTIVE MANAGEMENT TEAM

DR. TERRY S. SMITH
Executive Director
Juvenile Services
Chief Juvenile Probation Officer

JOHN A. HEATH
Assistant Executive Director

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DALLAS COUNTY JUVENILE BOARD

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Chairman
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JUDGE MARTIN LOWY
101st Civil District Court E

JUDGE WILLIAM MAZUR
304th District Court

JUDGE LOBRINE A. RAGGIO
163rd Civil District Court

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

**DO NOT SEND THIS FORM TO THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY
OR TO THE FEDERAL COMMUNICATIONS COMMISSION**

**Schools and Libraries Universal Service
Certification by Administrative Authority to Billed Entity of
Compliance with the Children's Internet Protection Act**

Please read instructions before completing.

(To be completed by the Administrative Authority and provided to your Billed Entity)

Administrative Authority's Form Identifier: _____

Create your own code to identify THIS FCC Form 479.

Block 1: Administrative Authority Information

| | |
|--|-----------------------------|
| 1. Name of Administrative Authority Dallas County Academy for Academic Excellence | 2. Funding Year 2014 |
|--|-----------------------------|

3. Mailing Address and Contact Information for Administrative Authority
Street Address, P. O. Box or Route Number

1673 Terre Colony Ct.

| | | |
|----------------|----------------|-------------------|
| City Dallas | State Texas | Zip Code 75212 |
|----------------|----------------|-------------------|

Name of Contact Person

Brian Francis

| | | |
|----------------------------------|----------------------------|---|
| Telephone Number 214-637-6316 | Fax Number 214-637-6310 | Email Address bkfrancis@dallascounty.org |
|----------------------------------|----------------------------|---|

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

Block 2: Certifications and Signature

- I am the Administrative Authority for one or more schools or libraries for which Universal Service Support Mechanism discounts have been requested or approved for eligible services. The Administrative Authority must make the required certification(s) for the purposes of the Children's Internet Protection Act (CIPA) in order to receive discounted services.
- I recognize that I may be audited pursuant to this form and will retain for at least five years (or whatever retention period is required by the rules in effect at the time of this certification) any and all records that I rely upon to complete this form.

Name of Administrative Authority _____
 Administrative Authority's Form Identifier _____
 Contact Person _____
 Telephone Number _____

Block 2: Certifications and Signature (Continued)

6. I certify that as of the date of the start of discounted services:

- a the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments has (have) complied with the requirements of the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l).
- b pursuant to the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments:
 (FOR SCHOOLS and FOR LIBRARIES IN THE FIRST FUNDING YEAR FOR PURPOSES OF CIPA) is (are) undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA for the next funding year, but has (have) not completed all requirements of CIPA for this funding year.

 (FOR FUNDING YEAR 2003 ONLY: FOR LIBRARIES IN THE SECOND OR THIRD FUNDING YEAR FOR PURPOSES OF CIPA) is (are) in compliance with the requirements of CIPA under 47 U.S.C. § 254(l) and undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA under 47 U.S.C. § 254(h) for the next funding year.
- c the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), does not apply because the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments is (are) receiving discount services only for telecommunications services.

CIPA Waiver. Check the box below if you are requesting a waiver of CIPA requirements for the Second Funding Year after the recipients of service under your administrative authority have applied for discounts:

- d I am providing notification that, as of the date of the start of discounted services, I am unable to make the certifications required by the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), because my state or local procurement rules or regulations or competitive bidding requirements prevent the making of the certification(s) otherwise required. I certify that the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments will be brought into compliance with the CIPA requirements before the start of the Third Funding Year in which they apply for discounts.

(CIPA WAIVER FOR LIBRARIES FOR FUNDING YEAR 2004. Check the box above if you are requesting this waiver of CIPA requirements for Funding Year 2004 for the library(ies) under your administrative authority that has (have) applied for discounts for Funding Year 2004. By checking this box, you are certifying that the library(ies) represented in the Funding Request Number(s) on this FCC Form 479 will be brought into compliance with the CIPA requirements before the start of the Funding Year 2005.)

The certification language above is not intended to fully set forth or explain all the requirements of the statute.

| | |
|--|---------------------------|
| 7. Signature of authorized person <i>Brian Francis</i> | 8. Date <i>1/16/14</i> |
| 9. Printed name of authorized person <i>Brian Francis</i> | |
| 10. Title or position of authorized person <i>Instructional Manager</i> | |
| 11. Telephone number of authorized person <i>214-689-5507</i> | |

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to be 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PERM, Paperwork Reduction Act Project (3060-0853), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0853.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

A paper copy of this form, with a signature in Block 2, Item 7, must be mailed or delivered to your Billed Entity.

JUVENILE BOARD ORDER

ORDER NO: 2014-018

DATE: January 27, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

| | | |
|---------------------------|-------------------------------|--------------------|
| Judge Cheryl Lee Shannon | Commissioner John Wiley Price | Judge Gracie Lewis |
| County Judge Clay Jenkins | Judge Craig Smith | Ms. Paula Miller |

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

WHEREAS, Dallas County Schools (DCS) utilizes Kellogg & Sovereign Consulting, LLC to pre-qualify applicants and determine eligibility for what is known as "E- Rate." The E-Rate program is federally funded and provides discounts on certain services and products that are essential for classrooms and libraries to receive technology - voice, video, and data communications. The applications for the E-Rate funds demonstrate that the program is serving primarily small and medium size schools and schools with high numbers of at risk students. The discount ranges from 20% to 90% of the cost of eligible services. The E-Rate program allows schools to use the data in Public Education Information Management System (PEIMS) collected for student enrollment and the number of students that would qualify for free/reduced lunches attending the schools to qualify for the discounted rate; and

WHEREAS, There is no impact to Dallas County. Applying for the E-Rate program would allow Dallas County Academy for Academic Excellence to achieve our goal of expanding our broad bandwidth to receive the discounted rate allowable for school districts; and

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

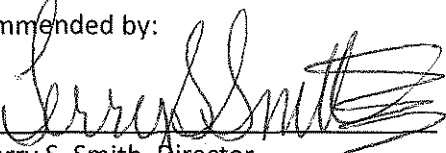
WHEREAS, The form updates securing the rate utilized by E-Rate have been submitted and approved to form by Denika Caruthers in the Dallas County District Attorney's Office, Civil Section.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence School Board approve the Kellogg & Sovereign Consulting, LLC to pre-qualify the Academy for Academic Excellence Charter School and determine eligibility for the E-Rate program.

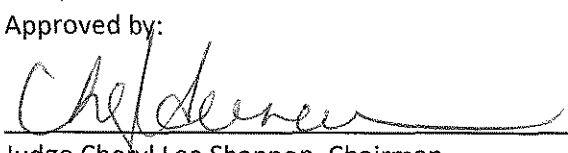
DONE IN OPEN BOARD MEETING this 27th day of January, 2014.

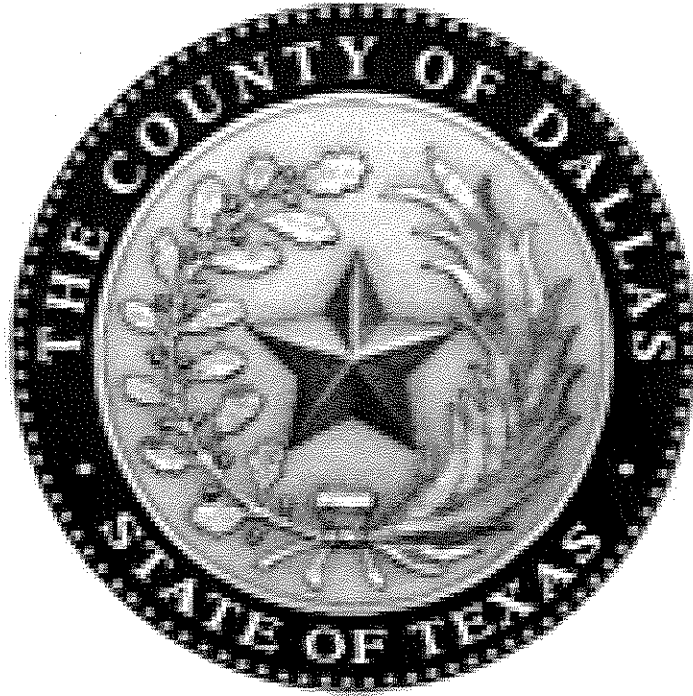
The forgoing Juvenile Board Order was lawfully moved by Commissioner John Wiley Price and seconded by Judge Craig Smith, and duly adopted by the Juvenile Board on a vote of 4 for the motion and 0 opposed.

Recommended by:


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

Approved by:


Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

Z.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 27, 2014
To: Academy for Academic Excellence School Board
From: Dr. Terry S. Smith, Director
Re: Academy for Academic Excellence Instructional Materials Allotment (IMA)

Background of Issue:

The original budget for the Dallas County Academy for Academic Excellence Charter School, presented in June of 2013, did not include the newly created Instructional Materials Allotment (IMA). Recent legislation from the 82nd Texas Legislature, First Called Session, 2011, created an Instructional Materials Allotment (IMA) for the purchase of instructional materials, technological equipment and technology-related services.

"A school district is entitled to an annual allotment from the state instructional materials fund for each student enrolled in the district on a date during the preceding school year specified by the commissioner. The commissioner shall determine the amount of the allotment per student each year on the basis of the amount of money available in the state instructional materials fund. An allotment under this section shall be transferred from the state instructional materials fund to the credit of the district's instructional materials account as provided by Section 31.0212."

The IMA allotment is allocated for a one year period. During the 2012-2013, the school incurred a prior year remaining balance of \$30,151.04 which will be carried over and the state allotment for the 2013-2014 school year totaled \$45,714.20 for a total amount of \$75,865.24.

Impact on Operations and Maintenance:

The Instructional Materials Allotment provides funding for instructional materials, technological equipment and technology-related services that are approved by the Texas Education Agency. Because of the type of expenditures each purchase may exceed the \$3500.00 threshold. Given that the IMA functions as a credit for Dallas County Academy for Academic Excellence (DCAAE) as opposed to a fund allocation, no monies will be actually exchanged. Instead each approved purchase by Texas Education Agency (TEA) will be deducted automatically from the credit held by TEA for DCAAE. For adopted instructional materials from the State Board of Education or the Commissioner of Education, districts will requisition through the educational materials (EMAT) website that is a part of TEA and the funds used to acquire the materials will be deducted from their district IMA.

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

This is a new procedure created by TEA; when a district selects materials from an approved list of vendors and products the cost is immediately debited from their IMA account from the state.

We are seeking permission to purchase items directly from the approved TEA list, through the Educational materials website and receive the item even if exceeds the \$3500.00 threshold. We are asking this because TEA, the State Board of Education and the Commissioner of Education control the allowable items, the purchasing process and the payment for the materials.

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:

As the Dallas County Academy for Academic Excellence School Board for the Academy for Academic Excellence Charter School, the School Board has operational and fiscal responsibility and must approve amendments to the original budget, as well as purchase authorizations.

Financial Impact/Considerations:

There is no financial impact to the county.

Performance Impact Measures:

There are no specific performance measures.

Project Schedule/Implementation:

The current budget began September 1, 2013 and will be in effect until August 31, 2014.

Recommendation:

It is recommended that that the Dallas County Academy for Academic Excellence School Board approves the acceptance of the Instructional Materials Allotment (IMA) and authorizes the purchase of instructional materials, technological equipment and technology related services.

Recommended By:



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

JUVENILE BOARD ORDER

ORDER NO: 2014-019

DATE: January 27, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

| | | |
|---------------------------|-------------------------------|--------------------|
| Judge Cheryl Lee Shannon | Commissioner John Wiley Price | Judge Gracie Lewis |
| County Judge Clay Jenkins | Judge Craig Smith | Ms. Paula Miller |

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

WHEREAS, The original budget for the Dallas County Academy for Academic Excellence Charter School, presented in June of 2013, did not include the newly created Instructional Materials Allotment (IMA). Recent legislation from the 82nd Texas Legislature, First Called Session, 2011, created an Instructional Materials Allotment (IMA) for the purchase of instructional materials, technological equipment and technology-related services. The IMA allotment is allocated for a one year period. During the 2012-2013, the school incurred a prior year remaining balance of \$30,151.04 which will be carried over and the state allotment for the 2013-2014 school year totaled \$45,714.20 for a total amount of \$75,865.24; and

WHEREAS, The Instructional Materials Allotment provides funding for instructional materials, technological equipment and technology-related services that are approved by the Texas Education Agency. Because of the type of expenditures each purchase may exceed the \$3500.00 threshold. Given that the IMA functions as a credit for Dallas County Academy for Academic Excellence (DCAAE) as opposed to a fund allocation, no monies will be actually exchanged. Instead each approved purchase by Texas Education Agency (TEA) will be deducted automatically from the credit held by TEA for DCAAE. For adopted instructional materials from the State Board of Education or the Commissioner of Education, districts will requisition through the Educational materials (EMAT) website that is a part of TEA and the funds used to acquire the materials will be deducted from their district IMA. This is a new procedure created by TEA; when a district selects materials from an approved list of vendors and products the cost is immediately debited from their IMA account from the state; and

WHEREAS, We are seeking permission to purchase items directly from the approved TEA list, through the Educational materials website and receive the item even if exceeds the \$3500.00 threshold. We are asking this because TEA, the State Board of Education and the Commissioner of Education control the allowable items, the purchasing process and the payment for the materials; and

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

WHEREAS, As the Dallas County Academy for Academic Excellence School Board for the Academy for Academic Excellence Charter School, the School Board has operational and fiscal responsibility and must approve amendments to the original budget, as well as purchase authorizations.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence School Board approves the acceptance of the Instructional Materials Allotment (IMA) and authorizes the purchase of instructional materials, technological equipment and technology related services.

DONE IN OPEN BOARD MEETING this 27th day of January, 2014

The forgoing Juvenile Board Order was lawfully moved by Ms. Paula Miller and seconded by Judge Craig Smith, and duly adopted by the Juvenile Board on a vote of 4 for the motion and 0 opposed.

Recommended by:

Approved by:



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



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

ACADEMY FOR ACADEMIC EXCELLENCE

057814

District Name

County District Number

Instructional Materials Allotment and TEKS Certification, 2013-2014

Certification:

The district superintendent, along with the president and secretary of the local board of trustees, or the officers of the governing body of the charter school, certify the following:

- 1) That the instructional materials selections transmitted via EMAT have been approved for use in our district or charter school. We understand that all instructional materials adopted by the state are appropriate for use in Texas schools.
- 2) That this district's instructional materials allotment will be used only for expenses allowed by TEC §31.0211, 82nd Texas Legislature.
- 3) That this district purchases instructional materials that will assist the district in satisfying performance standards under Texas Education Code (TEC) §39.0241, Satisfactory Performance Standards, on assessment instruments adopted under TEC §39.023(a) and (c), 82nd Texas Legislature.
- 4) That any instructional materials used by this district should collectively cover all elements of the essential knowledge and skills of the required curriculum, other than physical education for each subject and grade level.
- 5) That this district will provide the title and publication information for any instructional materials requisitioned or purchased by the district with the district's instructional materials allotment.

| Certified | Grade Level |
|-------------------------------------|--------------|
| <input type="checkbox"/> | Kindergarten |
| <input type="checkbox"/> | Grade 1 |
| <input type="checkbox"/> | Grade 2 |
| <input checked="" type="checkbox"/> | Grade 3 |
| <input checked="" type="checkbox"/> | Grade 4 |
| <input checked="" type="checkbox"/> | Grade 5 |
| <input checked="" type="checkbox"/> | Grade 6 |
| <input checked="" type="checkbox"/> | Grade 7 |
| <input checked="" type="checkbox"/> | Grade 8 |
| <input checked="" type="checkbox"/> | Grade 9 |
| <input checked="" type="checkbox"/> | Grade 10 |
| <input checked="" type="checkbox"/> | Grade 11 |
| <input checked="" type="checkbox"/> | Grade 12 |

| Certified | Subject Area |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | CAREER & TECHNICAL EDUCATION (CTE) |
| <input checked="" type="checkbox"/> | ENGLISH LANGUAGE PROFICIENCY STANDARDS |
| <input checked="" type="checkbox"/> | FINE ARTS |
| <input checked="" type="checkbox"/> | HEALTH |
| <input checked="" type="checkbox"/> | LANGUAGE ARTS AND READING |
| <input type="checkbox"/> | LANGUAGES OTHER THAN ENGLISH |
| <input checked="" type="checkbox"/> | MATHEMATICS |
| <input checked="" type="checkbox"/> | SCIENCE |
| <input checked="" type="checkbox"/> | SOCIAL STUDIES AND HISTORY |
| <input checked="" type="checkbox"/> | TECHNOLOGY APPLICATIONS |

| |
|------------------------------------|
| Signature of Superintendent |
| Signature |

| |
|--|
| Signatures of Board President and Secretary or Governing Board Officers |
| Board President |
| Board Secretary |

Mail to:
Texas Education Agency
Instructional Materials and Educational Technology
1701 North Congress Avenue
Austin, TX 78701

OR Fax to: (512) 475-3612

OR Email to: instructional.materials@tea.state.tx.us



Allotment Report

ACADEMY FOR ACADEMIC EXCELLENCE

District / Charter: 057814
School Year : 2013-2014

| Transaction Type | Date | Transaction ID | Description | Amount |
|-----------------------------------|------------|----------------|---------------------------------|---------------------------|
| Prior Year Balance | 06/11/2013 | 0000044585 | Prior Year Remaining Balance | \$30,151.04 |
| Allotment | 07/11/2013 | 0000046116 | School Year 2013-2014 Allotment | \$45,714.20 |
| <u>Total Allotment</u> | | | | <u>\$75,865.24</u> |
| <u>Remaining Allotment</u> | | | | <u>\$75,865.24</u> |

Allotment Summary

| | | |
|-------------------------------|-------------------------------------|----------------------|
| County District 057814 | ACADEMY FOR ACADEMIC EXCELLENCE | Region 10 |
| Business Unit 39814 | District Type Charter School | Status Active |

School Year 2013-2014

[Allotment Report](#)

[Go back to Start Page Allotment](#)

Instructional Materials Allotment Summary

| | | | |
|----------------------|-------------|---------------------|-------------|
| 2013-2014 Allotment | \$45,714.20 | Total Allotment | \$75,865.24 |
| Prior Year Carryover | \$30,151.04 | Requisitions: | |
| Adjustments | \$0.00 | Completed | \$0.00 |
| Total Allotment | \$75,865.24 | Pending | \$0.00 |
| | | Disbursements: | |
| | | Completed | \$0.00 |
| | | Pending | \$0.00 |
| | | Allotment Used | \$0.00 |
| | | Allotment Remaining | \$75,865.24 |

Select a School Year: 2013-2014

Select a District/Charter: 007014

ACADEMY FOR ACADEMIC EXCELLENCE

All prerequisites must be met prior to submitting requests or disbursements

IMA & TEKS Certification form is Required and has NOT been Received

IMA & TEKS Certification

EMAT

EMAT Inventory Browser

Reports

Alignment Disbursement

Remaining Disbursement/Disbursements

IMA & TEKS Certification Form 2013-2014

CVI

EVI Employment

CVI Inventory Browser

Reports

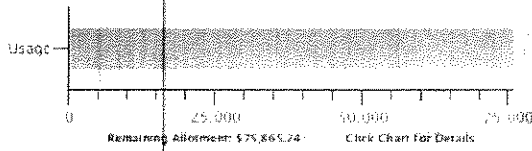
Report List/Disbursement/Disbursements

Show All Records

Confirm Contents Confirm Addresses

Instructional Materials Disbursement Usage for School Year 2013-2014

Remaining



Show Announcements

Hide Complete Requisitions

EMAT Requisition List

Page 1 of 1

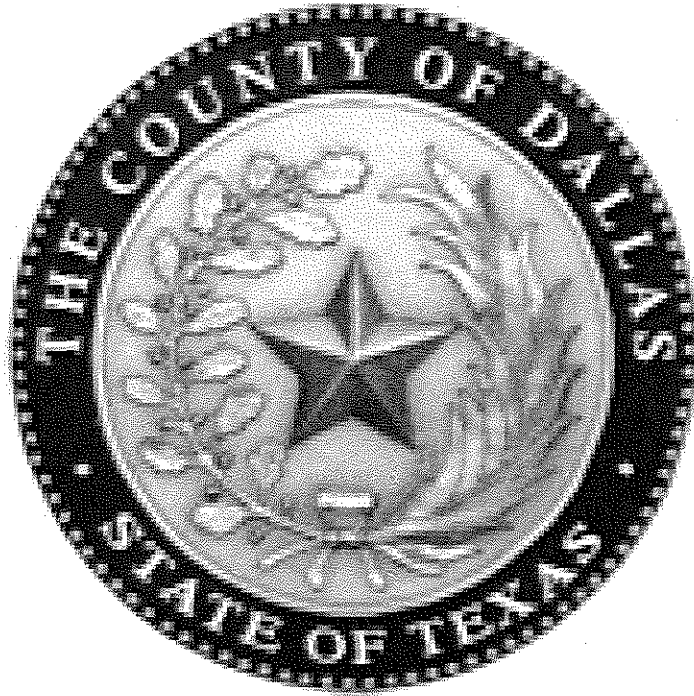
EVI Requisition List

Page 1 of 8

| Requisition ID | Last Updated | Requisition Type | |
|----------------|--------------|---|------------------------|
| NEXT | | Reimbursement Requisition | Create New Requisition |
| NEXT | | Alignment - Continuing Adoptions - EMAT | Create New Requisition |
| NEXT | | Alignment - Supplemental - EMAT | Create New Requisition |

| Requisition ID | Last Updated | Requisition Type | |
|----------------|--------------|---------------------------------------|------------------------|
| NEXT | | EVI - Annual Requisition - Audio - LD | Create New Requisition |
| NEXT | | EVI - Annual Requisition - Audio - VI | Create New Requisition |
| NEXT | | EVI - Annual Requisition - Braille | Create New Requisition |
| NEXT | | EVI - Annual Requisition - Large Type | Create New Requisition |
| NEXT | | EVI - Supplemental - Audio - LD | Create New Requisition |
| NEXT | | EVI - Supplemental - Audio - VI | Create New Requisition |
| NEXT | | EVI - Supplemental - Braille | Create New Requisition |
| NEXT | | EVI - Supplemental - Large Type | Create New Requisition |

Show Information about this User



AGENDA ITEM

AA.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 27, 2014
To: Academy for Academic Excellence School Board
From: Dr. Terry S. Smith, Director
Subject: Academy for Academic Excellence Budget Amendment #3

Background of Issue:

The original budget for the Academy for Academic Excellence (AAE), presented on June 24, 2013, was amended by Budget Amendment 1 on August 26, 2013, and 100% of the AAE budget was based on the initial Notice of Grant Awarded (NOGA) that had been received. This briefing seeks authorization to accept maximum entitlements, roll-forward funds, to include the Instructional Materials Allotment (IMA) funds allotted to AAE and to make line item adjustments that meet the needs of the campuses and the district. This will include the purchase of additional instructional and office supplies, replacement technology and pay to upgrade the AAE internet service to take full advantage of the web based curriculum presently offered to students and future web based programming.

Impact on Operations and Maintenance:

Title I, Part A:

Title I, Part A provides funding for resources for schools with high concentrations of students from low income families to provide a high quality education that will enable all children to meet the State's student performance standards. Reallocations were made to provide needed supplies for youth and additional technology upgrades. Recommendations to line item adjustments and purchases from Title I, Part A maximum entitlement and roll-forward include:

| | |
|----------------------------------|--------------------|
| • Increase payroll | \$10,000 |
| • Increase conference | \$ 3,000 |
| • Decrease furniture & equipment | \$15,000 |
| • Decrease computer hardware | \$ 3,755.16 |
| • Decrease computer software | \$15,000 |
| • Increase license | \$73,479 |
| • Increase postage | \$ 1,000 |
| • Increase printing | \$ 2,000 |
| • Increase food | \$ 2,000 |
| • Increase school supplies | \$ 5,000 |
| TOTAL REALLOCATED | \$62,723.84 |

Outlined below are anticipated expenditures for Title I, Part A. AAE will provide tutoring after school and on Saturdays at all five campuses. The focus will be State of Texas Assessments of Academic Readiness (STAAR) and

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

Student Success Initiative Accelerated Instruction. The total allocated is \$9,100.00 which is 455 hours of tutoring within a 7 week period.

Title II, Part A:

Title II, Part A provides funding for teacher and principal training and recruitment. It cannot be used for any other purpose. Recommendations to line item adjustments and purchases from Title II, Part A maximum entitlement and roll- forward include:

| | |
|-------------------------------|---|
| • Increase supplemental pay | \$ 1,200 |
| • Increase substitute teacher | \$ 15,000 |
| • decrease advertisement | \$ (500) (Revised budget funds to other area of budget) |
| • Increase conferences | \$ 2,500 |
| • Increase trainings | \$ 11,897.78 |
| • Increase school supplies | \$ 2,500 |
| TOTAL REALLOCATED | \$ 32,162.78 |

Outlined below are anticipated expenditures for Title II.

| <u>Item/vendor</u> | <u>Anticipated Cost</u> |
|------------------------|-------------------------|
| Dr. Elvira White-Lewis | \$ 3,500 |

Title III, Part A:

Title III, Part A assist schools with material resources and support services for Limited English Proficient (LEP) students. Reallocations were made to provide needed supplies for youth and additional training for the teaching staff. Recommendations to line item adjustments and purchases from Title III, Part A maximum entitlement and roll- forward include:

| | |
|----------------------------|----------------|
| • Increase training | \$ 2316 |
| • Increase school supplies | \$ 2000 |
| TOTAL REALLOCATED | \$ 4316 |

Title I, Part D:

Title I, Part D provides funding for prevention and intervention programs for children and youth who are neglected, delinquent or at risk. Reallocations were made to provide needed supplies for youth and additional training for the teaching staff. Recommendations to line item adjustments and purchases from Title I, Part D maximum entitlement and roll- forward include:

| | |
|--------------------------------|-------------------|
| • Increase payroll | \$ 209,745 |
| • Increase Contracted Services | \$ 3,588 |
| TOTAL REALLOCATED: | \$ 213,333 |

Outlined below are anticipated expenditures for Title I, Part D.

| <u>Item/vendor</u> | <u>Anticipated Cost</u> |
|----------------------------|-------------------------|
| Styles of Music Production | \$ 3,500 |

IDEA – B:

IDEA - B assists schools with materials and resources to work with students with disabilities. Reallocations were made to provide needed supplies for students and additional training for the teaching staff. Recommendations to line item adjustments and purchases from IDEA - B maximum entitlement and roll- forward include:

| | |
|--|---|
| • Create four (4) part-time positions | \$ 74,000 |
| o1 – Diagnostician | |
| o3 – Teacher | |
| • Increase conference | \$ 1,000 |
| • Decrease dues and subscription | \$ 500 (Revised budget funds to other areas of budget) |
| • Decrease computer hardware | \$ 245 (Revised budget funds to other areas of budget) |
| • Decrease computer software | \$ 2,000 (Revised budget funds to other areas of budget) |
| • Decrease license | \$ 3,000 (Revised budget funds to other areas of budget) |
| • Increase postage | \$ 700 |
| • Increase training | \$ 9,648 |
| • Increase school supplies | \$ 11,000 |
| • Decrease special education contracted services | \$ 10,000 (Revised budget funds to other areas of budget) |
| TOTAL REALLOCATED | \$ 80,603 |

Outlined below are anticipated purchases and cost for IDEA - B:

| <u>Item/Vendor</u> | <u>Anticipated Cost</u> |
|--|-------------------------|
| Dell (CPU desk top for students) | \$12,000 |
| Firelight Books (reading materials for students) | \$ 4,000 |
| EPS School Specialty (manipulative) | \$ 4,000 |

Instructional Materials Allotment

Legislation from the 82nd Texas Legislature, First Called Session, 2011, created an Instructional Materials Allotment (IMA) for the purchase of instructional materials, technological equipment and technology-related services:

“A school district is entitled to an annual allotment from the state instructional materials fund for each student enrolled in the district on a date during the preceding school year specified by the commissioner. The commissioner shall determine the amount of the allotment per student each year on the basis of the amount of money available in the state instructional materials fund. An allotment under this section shall be transferred from the state instructional materials fund to the credit of the district’s instructional materials account as provided by Section 31.0212. “

| | |
|-------------------|-----------|
| Conferences | \$ 2,000 |
| Computer Software | \$ 10,000 |
| Training | \$ 22,565 |
| Textbooks | \$ 5,000 |
| School Supplies | \$ 25,000 |

| | |
|---------------------|-----------|
| Contracted Services | \$ 11,300 |
| Total allotment | \$ 75,865 |

Outlined below are anticipated purchases and cost for IMA

| <u>Item/Vendor</u> | <u>Anticipated cost</u> |
|--|-------------------------|
| Kenneth Everett's Math Revolution intervention program | \$ 24,000.00 |
| EchoNet (Firewall internet DC Schools) | \$ 11,300.00 |

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:

As the Academy for Academic Excellence School Board for the Academy for Academic Excellence Charter School, the School Board has operational and fiscal responsibility and must approve amendments to the original budget, as well as, purchase authorizations.

Financial Impact/Considerations:

There is no financial impact to Dallas County. All funding comes from the Texas Education Agency (TEA) and Federal Grants.

Performance Impact Measures:

There are no specific performance measures.

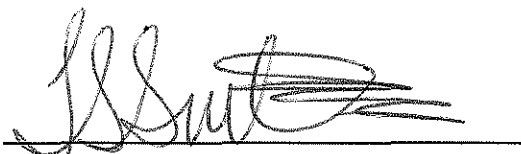
Project Schedule/Implementation:

The current budget begins September 1, 2013 and will be in effect until August 31, 2014.

Recommendation:

It is recommended that the Academy for Academic Excellence School Board approve the attached line item adjustments from Title I Part A and D, Title II, Title II, IDEA B, and Instructional Materials Allotment funds.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2014-020

DATE: January 27, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

| | | |
|---------------------------|-------------------------------|--------------------|
| Judge Cheryl Lee Shannon | Commissioner John Wiley Price | Judge Gracie Lewis |
| County Judge Clay Jenkins | Judge Craig Jenkins | Ms. Paula Miller |

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

WHEREAS, The original budget for the Academy for Academic Excellence (AAE), presented on June 24, 2013, was amended by Budget Amendment 1 on August 26, 2013, and 100% of the AAE budget was based on the initial Notice of Grant Awarded (NOGA) that had been received. This briefing seeks authorization to accept maximum entitlements, roll-forward funds, to include the Instructional Materials Allotment (IMA) funds allotted to AAE and to make line item adjustments that meet the needs of the campuses and the district. This will include the purchase of additional instructional and office supplies, replacement technology and pay to upgrade the AAE internet service to take full advantage of the web based curriculum presently offered to students and future web based programming; and

WHEREAS, Title I, Part A provides funding for resources for schools with high concentrations of students from low income families to provide a high quality education that will enable all children to meet the State's student performance standards. Reallocations were made to provide needed supplies for youth and additional technology upgrades. Recommendations to line item adjustments and purchases from Title I, Part A maximum entitlement and roll-forward include:

| | | |
|----------------------------------|--------------------|-------|
| • Increase payroll | \$10,000 | |
| • Increase conference | \$ 3,000 | |
| • Decrease furniture & equipment | \$15,000 | |
| • Decrease computer hardware | \$ 3,755.16 | |
| • Decrease computer software | \$15,000 | |
| • Increase license | \$73,479 | |
| • Increase postage | \$ 1,000 | |
| • Increase printing | \$ 2,000 | |
| • Increase food | \$ 2,000 | |
| • Increase school supplies | \$ 5,000 | |
| TOTAL REALLOCATED | \$62,723.84 | ; and |

WHEREAS, Outlined below are anticipated expenditures for Title I, Part A. AAE will provide tutoring after school and on Saturdays at all five campuses. The focus will be State of Texas Assessments of Academic Readiness (STAAR) and Student Success Initiative Accelerated Instruction. The total allocated is \$9,100.00 which is 455 hours of tutoring within a 7 week period; and

WHEREAS, Title II, Part A provides funding for teacher and principal training and recruitment. It cannot be used for any other purpose. Recommendations to line item adjustments and purchases from Title II, Part A maximum entitlement and roll- forward include:

- Increase supplemental pay \$ 1,200
- Increase substitute teacher \$ 15,000
- decrease advertisement \$ (500) (Revised budget funds to other area of budget)
- Increase conferences \$ 2,500
- Increase trainings \$ 11,897.78
- Increase school supplies \$ 2,500

TOTAL REALLOCATED: \$ 32,162.78 ; and

WHEREAS, Outlined below are anticipated expenditures for Title II.

| <u>Item/vendor</u> | <u>Anticipated Cost</u> |
|------------------------|-------------------------|
| Dr. Elvira White-Lewis | \$ 3,500 |

; and

WHEREAS, Title III, Part A assist schools with material resources and support services for Limited English Proficient (LEP) students. Reallocations were made to provide needed supplies for youth and additional training for the teaching staff. Recommendations to line item adjustments and purchases from Title III, Part A maximum entitlement and roll- forward include:

- Increase training \$ 2316
- Increase school supplies \$ 2000

TOTAL REALLOCATED \$ 4316 ; and

WHEREAS, Title I, Part D provides funding for prevention and intervention programs for children and youth who are neglected, delinquent or at risk. Reallocations were made to provide needed supplies for youth and additional training for the teaching staff. Recommendations to line item adjustments and purchases from Title I, Part D maximum entitlement and roll- forward include:

- Increase payroll \$ 209,745
- Increase Contracted Services \$ 3,588

TOTAL REALLOCATED: \$ 213,333

Outlined below are anticipated expenditures for Title I, Part D.

| <u>Item/vendor</u> | <u>Anticipated Cost</u> |
|----------------------------|-------------------------|
| Styles of Music Production | \$ 3,500 |

; and

WHEREAS, IDEA - B assists schools with materials and resources to work with students with disabilities. Reallocations were made to provide needed supplies for students and additional training for the teaching staff. Recommendations to line item adjustments and purchases from IDEA - B maximum entitlement and roll- forward include:

- Create four (4) part-time positions \$ 74,000
 - o1 – Diagnostician
 - o3 – Teacher
- Increase conference \$ 1,000
- Decrease dues and subscription \$ 500 (Revised budget funds to other areas of budget)
- Decrease computer hardware \$ 245 (Revised budget funds to other areas of budget)
- Decrease computer software \$ 2,000 (Revised budget funds to other areas of budget)

| | | |
|--|------------------|---|
| • Decrease license | \$ 3,000 | (Revised budget funds to other areas of budget) |
| • Increase postage | \$ 700 | |
| • Increase training | \$ 9,648 | |
| • Increase school supplies | \$ 11,000 | |
| • Decrease special education contracted services | \$ 10,000 | (Revised budget funds to other areas of budget) |
| • TOTAL REALLOCATED | \$ 80,603 | |

Outlined below are anticipated purchases and cost for IDEA - B:

| <u>Item/Vendor</u> | <u>Anticipated Cost</u> | |
|--|-------------------------|-------|
| Dell (CPU desk top for students) | \$12,000 | |
| Firelight Books (reading materials for students) | \$ 4,000 | |
| EPS School Specialty (manipulative) | \$ 4,000 | ; and |

WHEREAS,

Legislation from the 82nd Texas Legislature, First Called Session, 2011, created an Instructional Materials Allotment (IMA) for the purchase of instructional materials, technological equipment and technology-related services:

“A school district is entitled to an annual allotment from the state instructional materials fund for each student enrolled in the district on a date during the preceding school year specified by the commissioner. The commissioner shall determine the amount of the allotment per student each year on the basis of the amount of money available in the state instructional materials fund. An allotment under this section shall be transferred from the state instructional materials fund to the credit of the district’s instructional materials account as provided by Section 31.0212. “

| | |
|---------------------|-----------|
| Conferences | \$ 2,000 |
| Computer Software | \$ 10,000 |
| Training | \$ 22,565 |
| Textbooks | \$ 5,000 |
| School Supplies | \$ 25,000 |
| Contracted Services | \$ 11,300 |
| Total allotment | \$ 75,865 |

Outlined below are anticipated purchases and cost for IMA

| <u>Item/Vendor</u> | <u>Anticipated cost</u> | |
|--|-------------------------|-------|
| Kenneth Everett’s Math Revolution intervention program | \$ 24,000.00 | |
| EchoNet (Firewall internet DC Schools) | \$ 11,300.00 | ; and |

WHEREAS,

State Aid:

State aid is the money allocated for the education of public school students. It will increase or decrease as the enrollment of the Charter District grows. The following recommendations to line item adjustments for State Aid include:

| | |
|--|--------------------|
| • Increase salary(fund CA position) | \$ 45,340 |
| • Decrease salary (defund Education Services Administrator position) | \$ 53,398 |
| • TOTAL ALLOCATED for FY14 | \$6,088,219 |

WHEREAS,

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

justice system; and

WHEREAS, As the Academy for Academic Excellence School Board for the Academy for Academic Excellence Charter School, the School Board has operational and fiscal responsibility and must approve amendments to the original budget, as well as, purchase authorizations; and

WHEREAS, There is no financial impact to Dallas County. All funding comes from the Texas Education Agency (TEA) and Federal Grants; and

WHEREAS, There are no specific performance measures; and

WHEREAS, The current budget begins September 1, 2013 and will be in effect until August 31, 2014.

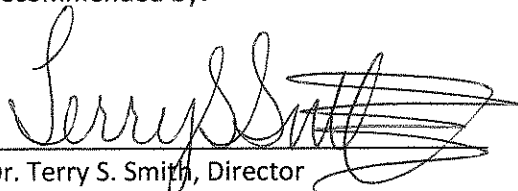
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence School Board approve the attached line item adjustments from Title I Part A and D, Title II, Title II, IDEA B, and Instructional Materials Allotment funds.

DONE IN OPEN BOARD MEETING this 27th day of January, 2014.

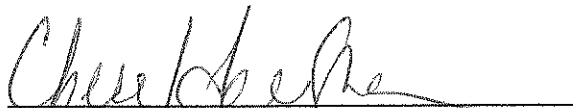
The forgoing Juvenile Board Order was lawfully moved by Commissioner John Wiley Price and seconded by Judge Craig Smith, and duly adopted by the Juvenile Board on a vote of 4 for the motion and 0 opposed.

Recommended by:

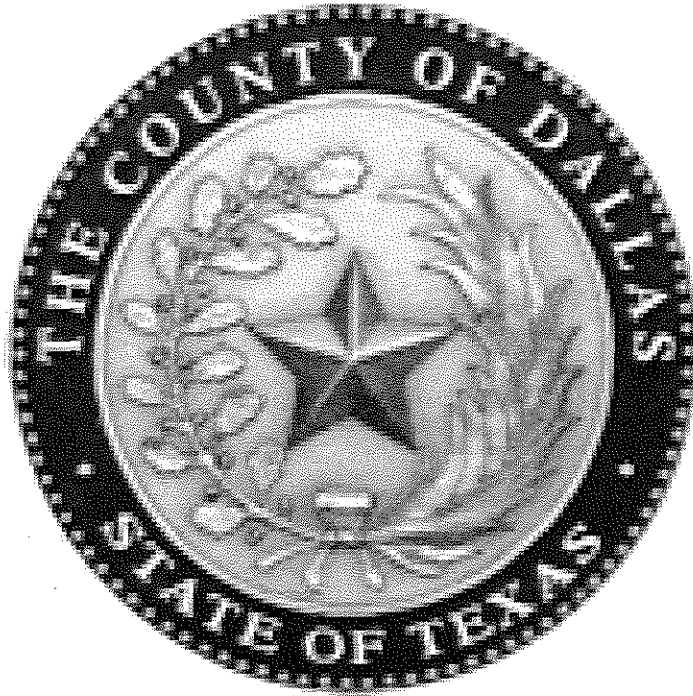
Approved by:



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



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

BB.



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

MEMORANDUM

Date: January 27, 2014
To: Academy for Academic Excellence School Board
From: Dr. Terry S. Smith, Director
Re: Renewal of Annual School Board Liability Insurance

Background of Issue:

The purpose of this briefing is to obtain authorization to purchase the school board liability insurance.

In July 1998, the Dallas County Juvenile Justice Charter School was created and assumed control of the Education Services from the previous contract provider, the Brown School. At that time, it was determined that the need existed to purchase liability coverage (i.e., Nonprofit Directors and Officers Liability Insurance and School Board Professional Liability Insurance) for Juvenile Board/School Board Members.

On July, 23, 2012 the commissioner of Texas Education Agency (TEA) approved the name change of Dallas County Juvenile Justice Charter School to Academy for Academic Excellence.

Previously, the Purchasing Department issued a bid for the policies with coverage levels of \$1,000,000 and \$2,000,000 with deductibles of \$50,000 and \$100,000, respectively.

In October 2013, the Dallas County Juvenile Department was notified by Arthur J. Gallagher Risk Management Services, Inc. that the liability insurance for the Dallas County Academy for Academic Excellence School Board would not be renewed at the conclusion of the current policy year ending December 31, 2013.

The subsequent non-renewal notice was forwarded to the Dallas County Risk Manager who has requested that Dallas County Purchasing seek bid request for coverage levels of \$1,000,000 per claim and \$1,000,000 in the aggregate with a deductible of \$100,000, respectively.

On December 23, 2013 Dallas County received a quote for \$12,268.00 from Arthur J. Gallagher Risk Management Services, Inc. for the following coverage:

Limit and Premium:

Primary Educators Legal Liability Limits and Retentions:

| Quote Option | Limit of Liability Each Claim/Aggregate | Self-Insured Retentions (per Claim) | | | |
|--------------|---|---|---|---|---|
| | | School Officials' Liability (Ins Agree. 1A.1) | Ed. Institution Reimbursement (Ins Agree. 1A.2) | Ed. Institution Liability (Ins Agree. 1B) | Employ. Practices Liability (Ins Agree. 1C) |
| 1 | \$1,000,000 | \$0 | \$100,000 | \$100,000 | \$100,000 |

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

Operations Impact:

The current request will allow the members of the Academy for Academic Excellence School Board to continue to be provided the appropriate levels of professional liability insurance coverage. The Academy for Academic Excellence cannot operate without the School Board, which has ultimate responsibility for the operations of the Academy for Academic Excellence. With the acceptance of this insurance binder and amount invoiced there will be no lapse in coverage; and

Legal Information:

The Purchasing Department solicited an informal quote given that the fee for the previous coverage was below the \$25,000 legal limit. However, the Juvenile Department must obtain Academy for Academic Excellence School Board approval to expend funds from the Texas Education Agency. It is noted that the proposed informal quote will no longer be associated with the old bid. Moreover, the current informal quote may have the option of two one-year extensions. The renewal documentation has been reviewed by Urmit Graham of Human Resources.

Financial Impact / Considerations:

The professional liability insurance renewal with the current vendor, Arthur J. Gallagher Risk Management Services, Inc., has been invoiced at \$12,268.

Recommendation:

It is recommended that the Academy for Academic Excellence School Board approve the request for the renewal of the annual school board liability coverage as invoiced.

Recommended By:



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

JUVENILE BOARD ORDER

ORDER NO: 2014-021

DATE: January 27, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

| | | |
|---------------------------|-------------------------------|--------------------|
| Judge Cheryl Lee Shannon | Commissioner John Wiley Price | Judge Gracie Lewis |
| County Judge Clay Jenkins | Judge Craig Smith | Ms. Paula Miller |

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

WHEREAS, In July 1998, the Dallas County Juvenile Justice Charter School was created and assumed control of the Education Services from the previous contract provider, the Brown School. At that time, it was determined that the need existed to purchase liability coverage (i.e., Nonprofit Directors and Officers Liability Insurance and School Board Professional Liability Insurance) for Juvenile Board/School Board Members; and

WHEREAS, Previously, the Purchasing Department issued a bid for the policies with coverage levels of \$1,000,000 and \$2,000,000 with deductibles of \$50,000 and \$100,000, respectively; and

WHEREAS, In October 2013, the Dallas County Juvenile Department was notified by Arthur J. Gallagher Risk Management Services, Inc. that the liability insurance for the Dallas County Academy for Academic Excellence Charter School Board would not be renewed at the conclusion of the current policy year ending December 31, 2013; and

WHEREAS, The subsequent non-renewal notice was forwarded to the Dallas County Risk Manager who has requested that Dallas County Purchasing seek bid request for coverage levels of \$1,000,000 per claim and \$1,000,000 in the aggregate with a deductible of \$100,000, respectively; and

WHEREAS, On December 23, 2013 Dallas County received a quote for \$12,268.00 from Arthur J. Gallagher Risk Management Services, Inc. for the following coverage:

Limit and Premium:

Primary Educators Legal Liability Limits and Retentions:

| Quote Option | Limit of Liability Each Claim/Aggregate | Self-Insured Retentions (per Claim) | | | |
|--------------|---|---|---|---|---|
| | | School Officials' Liability (Ins Agree. 1A.1) | Ed. Institution Reimbursement (Ins Agree. 1A.2) | Ed. Institution Liability (Ins Agree. 1B) | Employ. Practices Liability (Ins Agree. 1C) |
| 1 | \$1,000,000 | \$0 | \$100,000 | \$100,000 | \$100,000 |

; and

WHEREAS, The current request will allow the members of the Academy for Academic Excellence School Board to continue to be provided the appropriate levels of professional liability insurance coverage. The Academy for Academic Excellence cannot operate without the School Board, which has ultimate responsibility for the operations of the Academy for Academic Excellence. With the acceptance of this insurance binder and amount invoiced there will be no lapse in coverage; and

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

WHEREAS, The Purchasing Department solicited an informal quote given that the fee for the previous coverage was below the \$25,000 legal limit. However, the Juvenile Department must obtain Academy for Academic Excellence School Board approval to expend funds from the Texas Education Agency. It is noted that the proposed informal quote will no longer be associated with the old bid. Moreover, the current informal quote may have the option of two one-year extensions. The renewal documentation has been reviewed by Urmit Graham of Human Resources and also reviewed and approved to form by Assistant District Attorney Denika Caruthers.

WHEREAS, The professional liability insurance renewal with the current vendor, Arthur J. Gallagher Risk Management Services, Inc., has been invoiced at \$12,268.00.

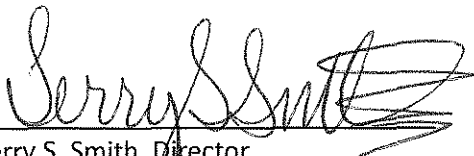
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence School Board approve the request for annual school board liability insurance coverage as invoiced.

DONE IN OPEN BOARD MEETING this 27th day of January, 2014.

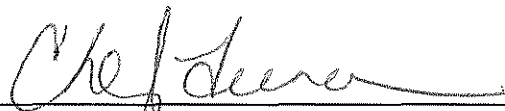
The forgoing Juvenile Board Order was lawfully moved by Commissioner John Wiley Price and seconded by Ms. Paula Miller, and duly adopted by the Juvenile Board on a vote of 4 for the motion and 0 opposed.

Recommended by:

Approved by:



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



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



Client Authorization to Bind Coverage

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

By: Danny Little, Deputy Director of Education Services
Specify: owner, partner or corporate officer

Danny Little, PhD
Print Name

Date: 12-20-13



Premium Summary

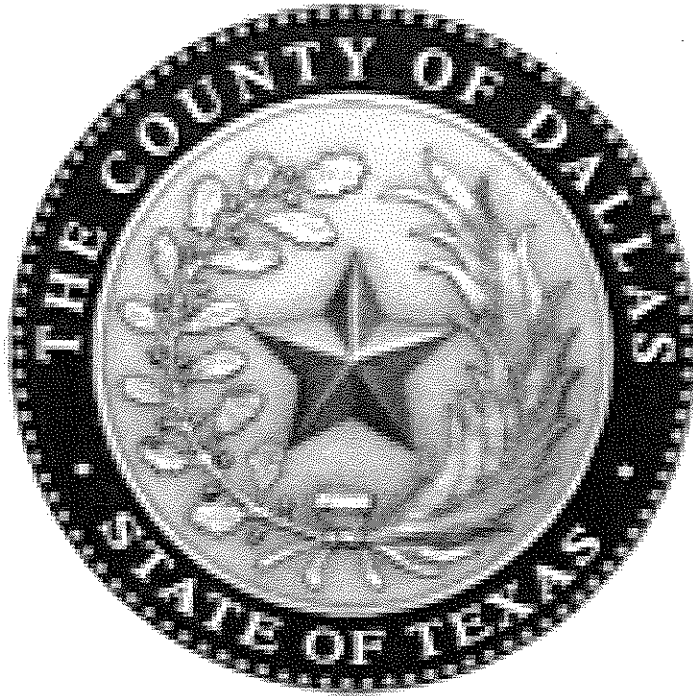
The estimated program cost for the recommended program/options are outlined in the following table:

| LINE OF COVERAGE | | EXPIRING PROGRAM | | PROPOSED PROGRAM | |
|--|-----------------------|-----------------------|--------------------|-----------------------|--------------------|
| | | CARRIER | EXPIRING COST | CARRIER | ESTIMATED COST |
| Education Legal Liability including Employment Practices Liability (EPL) | Premium | ACE American Ins. Co. | \$11,524.00 | ACE American Ins. Co. | \$12,268.00 |
| | Taxes | | - | | - |
| | Srchrg & Asmnt | | - | | - |
| | Total Fees | | - | | - |
| | Estimated Cost | | | | |
| Annualized Cost | | \$11,524.00 | | \$12,268.00 | |
| TRIA Premium | | | | - | |
| Total Estimated Program Cost | | | \$11,524.00 | | \$12,268.00 |

Quote from ACE American Insurance Company is valid until 1/01/2014.

Gallagher is responsible for the placement of the following lines of coverage:
Education Legal Liability Including Employment Practices Liability

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.



AGENDA ITEM

CC.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 27, 2014
To: Academy for Academic Excellence School Board
From: Dr. Terry S. Smith, Director
Subject: Kenneth Everett's Math Revolution Intervention Program

Background of Issue:

The Academy for Academic Excellence School Board approved the 2013-14 budget in June, 2013. In September 1998, the Dallas County Juvenile Board was granted the authority to operate an open-enrollment Charter school to be located in each of its residential institutions as well as at its Substance Abuse/Day Treatment program. In 2004, the Day Reporting Center (DRC) was also included as a charter school campus. The Dallas County Juvenile Board serves as the school board for the Juvenile Justice Charter School (DCJCS), which is now named Academy for Academic Excellence (AAE). Consequently, the Academy for Academic Excellence School Board is required by statute to approve the Charter School's budget each year. The purpose of this brief is to approve the User Agreement between the Academy for Academic Excellence and Kenneth Everett's Math Revolution Intervention Program.

Impact on Operations and Maintenance:

As an Open-enrollment Charter School, the Academy for Academic Excellence (AAE) is to provide opportunities for children served to acquire the knowledge and skills contained in the state content standards and to meet the state student performance standards developed for all children. Our state accountability data shows that we have a high population of students who consistently produce low scores in Math and Reading. In our efforts to support our "Youth First" motto, the Charter must aggressively seek non-traditional alternative methods/services to close the learning gaps of our students. Kenneth Everett's Math Revolution is a jump start readiness initiative that will allow our math staff to be pro-active versus re-active concerning math awareness and long term preparedness for excellence in lifetime mathematic literacy and testing. The program consists of print consumable materials for our students in our long term programs (Youth Village, Medlock, DRC, START, RDT and SAU) and staff along with direct instruction included pro-bono. Mr. Everett, a math specialist, will provide mathematical intervention strategies one day a week for up to 16 weeks at a price not to exceed \$24,000.00. Mr. Everett will get paid once a month for weekly services rendered at \$1,250.00 per week. Approximately 260 students (7th – 9th graders) will be serviced at an estimated cost of \$77.00 per student. This program will fulfill our response to intervention as well as the required state mandated accelerated instruction for 6th and 8th graders who fail to pass the State of Texas Assessments of Academic Readiness (STAAR) assessment. Teachers will learn instructional strategies that will assist them in the classroom. We will utilize Instructional Material Allotment (IMA) to fund this initiative.

*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.

Legal Impact:

The User Agreement has been reviewed and approved to form by Assistant District Attorney Denika Caruthers.

Financial Impact:

There is no additional financial impact in the approval of this user agreement.

Performance Impact Measures:

The Academy for Academic Excellence seeks to measure an increase in our student's knowledge and skills by closing learning gaps along with solid gains on state mandated assessments in mathematics.


Project Schedule/Implementation:

This user agreement is from February 1, 2014 to June 30, 2014.

Recommendation:

It is recommended that the Academy for Academic Excellence School Board approve the User Agreement between the Academy for Academic Excellence Charter School and Kenneth Everett's Math Revolution and Content and to authorize the Charter School Board President to sign the User Agreement on behalf of the Charter School Board.

Respectfully submitted by:



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

JUVENILE BOARD ORDER

ORDER NO: 2014-022

DATE: January 27, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

| | | |
|---------------------------|-------------------------------|--------------------|
| Judge Cheryl Lee Shannon | Commissioner John Wiley Price | Judge Gracie Lewis |
| County Judge Clay Jenkins | Judge Craig Smith | Ms. Paula Miller |

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

WHEREAS, The Academy for Academic Excellence School Board approved the 2013-14 budget in June, 2013. In September 1998, the Dallas County Juvenile Board was granted the authority to operate an open-enrollment Charter school to be located in each of its residential institutions as well as at its Substance Abuse/Day Treatment program. In 2004, the Day Reporting Center (DRC) was also included as a charter school campus. The Dallas County Juvenile Board serves as the school board for the Juvenile Justice Charter School (DCJJCS), which is now named Academy for Academic Excellence (AAE). Consequently, the Academy for Academic Excellence School Board is required by statute to approve the Charter School's budget each year. The purpose of this brief is to approve the User Agreement between the Academy for Academic Excellence and Kenneth Everett's Math Revolution Intervention Program; and

WHEREAS, Our state accountability data shows that we have a high population of students who consistently produce low scores in Math and Reading. In our efforts to support our "Youth First" motto, the Charter must aggressively seek non-traditional alternative methods/services to close the learning gaps of our students. Kenneth Everett's Math Revolution is a jump start readiness initiative that will allow our math staff to be pro-active versus re-active concerning math awareness and long term preparedness for excellence in lifetime mathematic literacy and testing; and

WHEREAS, The program consists of print consumable materials for our students in our long term programs (Youth Village, Medlock, DRC, START, RDT and SAU) and staff along with direct instruction included pro-bono. Mr. Everett, a math specialist, will provide mathematical intervention strategies one day a week for up to 16 weeks at a price not to exceed \$24,000.00. Mr. Everett will get paid once a month for weekly services rendered at \$1,250.00 per week. Approximately 260 students (7th – 9th graders) will be serviced at an estimated cost of \$77.00 per student. This program will fulfill our response to intervention as well as the required state mandated accelerated instruction for 6th and 8th graders who fail to pass the State of Texas Academic Readiness (STAAR) assessment. Teachers will learn instructional strategies that will assist them in the classroom. We will utilize Instructional Material Allotment (IMA) to fund this initiative; and

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

WHEREAS, The User Agreement has been reviewed and approved to form by Assistant District Attorney Denika Caruthers, in the Civil Section.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence School Board approve the User Agreement between the Academy for Academic Excellence Charter School and Kenneth Everett's Math Revolution and Content and to authorize the Charter School Board President to sign the User Agreement on behalf of the Charter School Board.

DONE IN OPEN BOARD MEETING this 27th day of January, 2014


The forgoing Juvenile Board Order was lawfully moved by Ms. Paula Miller and seconded by Commissioner John Wiley Price, and duly adopted by the Juvenile Board on a vote of 4 for the motion and 0 opposed.

Recommended by:



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

Approved by:



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

THE STATE OF TEXAS

§
§
§
§

THE COUNTY OF DALLAS

CONSULTANT AGREEMENT

Between

**THE DALLAS COUNTY JUVENILE BOARD
ON BEHALF OF
THE ACADEMY FOR ACADEMIC EXCELLENCE**

and

KENNETH EVERETT

PURPOSE:

This Agreement is entered into by and between Dallas County (hereinafter, "County"), and Kenneth Everett (hereinafter, "Contractor"), under authority of Texas Local Government Code § 262.024(a)(4), for certain consultant services and accompanying materials, as described in the Scope of Services Section below in this Agreement.

1. TERM:

The term of _____, 2014 and ending on _____, 2014, unless terminated earlier under any provision hereof.

2. CONTRACTOR'S OBLIGATIONS AND SCOPE OF SERVICES:

Contractor agrees to furnish the following for County as requested.

- (a) KNOWLEDGE + SKILLS BINDER FOR EACH STUDENT (Consumables)
- (b) DIRECT INSTRUCTION FOR BOTH STUDENTS AND TEACHERS FOR A TOTAL OF 80 HOURS
- (c) STUDENT AND TEACHER INSTRUCTION WILL BE CONDUCTED at 4 DIFFERENT CAMPUSES
- (d) CONSULTANT WILL TRAVEL TO YOUTH VILLAGE, MEDLOCK, DRC, START/RDT, AND SAU TO PROVIDE INSTRUCTION FOR ONE HOUR AT EACH LOCATION

3. TERMS AND CONDITIONS OF PAYMENT FOR SERVICES:

County agrees to compensate Contractor for approved budget expenses incurred and for documented units of service/consumables utilized, subject to the following limitations:

- (a) Compensation for Consulting Services/Consumables. Contractor has agreed to be compensated for the accompanying consumables on a monthly basis. Once a week for 16 weeks, Contractor shall provide consumables at a cost of \$1, 250.00 per week for 260 students. The actual instruction services per week will be at no cost to the County. Contractor also agrees that the rate of pay will be Seventy-Six dollars and ninety-three cents (\$76.93) per student for consumables for the entire duration of the term.
- (b) Not to Exceed Amount. Contractor understands and agrees that the maximum total amount payable for the consumables, described herein shall not exceed \$24,000.00, for the performance of the consumables described herein; Contractor shall monitor the cumulative billings against the estimated budget and send County written notification of when such billings reach eighty percent (80%) of the maximum payable amount for the services described herein. Contractor assures County that it will not perform services that would cause the amounts payable to Contractor for the services described herein to exceed the maximum amount payable of (\$24,000.00) without following the procedures described in this subsection (b). County shall not pay for any services that would cause the

amounts payable for the services described herein to exceed the maximum amount payable of (\$24,000.00) without a formal written amendment approved by the District Attorney evidencing such.

- (c) County will only be obligated to pay those funds to Contractor as specified and expended in accordance with this Agreement.
- (d) Contractor agrees to submit complete, fully documented, and accurate itemized invoices with appropriate documentation, as required by County, by the 20th day following the last day of the month in which the service is provided.
- (e) Contractor's invoices shall be fully documented in accordance with specifications.
- (f) Payment will be made to Contractor by County upon receipt of a verified and proper billing for services actually rendered. Any payments by County to Contractor may be withheld if the Contractor fails to comply with County's reporting requirements, performance objectives, or other requirements relating to Contractor's performance of work and services under this Agreement. County shall pay Contractor only for those costs that are allowable under applicable rules and regulations, as stated in this Agreement. County shall have the right to withhold all or part of any payments to the Contractor to offset any reimbursement made to Contractor for ineligible expenditures, undocumented units of service billed, etc.
- (g) County will make payment to Contractor upon receipt of a verified and proper invoice in accordance with Texas Government Code, Chapter 2251.
- (h) County agrees to review Contractor's invoices and will forward payment to Contractor within thirty (30) days of receipt of invoice after County, at its sole discretion, determines that such funds are in fact due and owing.

4. REPORTING AND ACCOUNTABILITY:

- (a) Reporting. Contractor agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Agreement with no obligation to pay for undocumented services, or both.
- (b) Access to Records. Contractor agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of Contractor that are pertinent to the fulfillment of the requirements of this Agreement, in order to make audit, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Contractor's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the requesting party in Dallas County, Texas.
- (c) Ownership. Contractor agrees that all information, data, and supporting documentation that relates to the services provided hereunder shall remain the property of County.
- (d) Maintenance of Records. Contractor's records, books, and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available in Dallas County subject to inspection by County or authorized County personnel upon request. County shall retain the right to audit the records, books, and documents, in whatever form, at their discretion upon reasonable notice to Contractor. Contractor shall ensure that any and all electronic data is compatible with County's ability to record and read such data and Contractor shall provide electronic data in a format compatible with County's information technology capabilities. Contractor shall furnish all required items, including, but not limited to, documents pertaining to services provided for purposes of this Agreement, records of work performed, records of payments, copies of invoices and/or receipts, or other items necessary or convenient to transmit and communicate the information needed or convenient for full and unrestricted audit of the Contractor's records, books, and documents.
- (e) Audit. The Dallas County Auditor, its assigns, or any other governmental entity approved by County shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, Contractor shall make all of its records, books, and documents reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes.

or to substantiate the provisions of services under this Agreement.

- (f) Retention of Records. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by Contractor for a minimum of four (4) years and ninety (90) days after termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents and/or records begins before the specified period expires, Contractor must keep the records and documents for not less than four (4) years and ninety (90) days and until all litigation, claims, or audit findings are resolved, whichever is later. **Contractor is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement, unless the time period for maintaining such under this subsection (f) has lapsed.**

5. CONFIDENTIALITY:

- (a) Contractor shall not disclose privileged or confidential communications or information acquired in the course of the performance of the services under this Agreement, unless authorized by law. Contractor agrees to adhere to all confidentiality requirements, as applicable, for the services performed for County under this Agreement.
- (b) Public Information Act. The parties acknowledge and agree that County is subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552 (Vernon 1994), also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. Contractor hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by Contractor or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.
- (c) Notwithstanding the foregoing, the parties agree, to the extent permitted by the Public Information Act, and other law compelling the production of information, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other party, or any information related to services under this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each party's obligations under this Agreement.

6. CONFIDENTIAL OR PROPRIETARY MARKING:

Any information, software, or documents the Contractor uses in the performance of the services provided under this Agreement that Contractor considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or otherwise required by law.

7. INDEMNIFICATION:

DALLAS COUNTY, DALLAS COUNTY COMMISSIONERS, ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREINAFTER, "INDEMNITEES") SHALL NOT BE LIABLE TO CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER OR ENTITY WHATSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY, ON OR ABOUT COUNTY PROPERTY, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGE: (1) CAUSED BY ANY ACT OR OMISSION OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR OF ANY OTHER PERSON

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

CONTRACTOR ASSURES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT, SERVANT, OR EMPLOYEE OF COUNTY. CONTRACTOR AGREES, AND SHALL REQUIRE ALL SUBCONTRACTORS TO AGREE, TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES AGAINST ALL CLAIMS, DEMANDS, ACTIONS, SUITS, LOSSES, DAMAGES, LIABILITIES, COSTS AND/OR EXPENSES OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO, COURT COSTS, LITIGATION EXPENSES AND ATTORNEY'S FEES) AND ALL RECOVERABLE INTEREST THEREON, INCURRED BY OR SOUGHT TO BE IMPOSED ON INDEMNITEES BECAUSE OF BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY (WHETHER REAL, PERSONAL OR INCHOATE), ARISING OUT OF OR IN ANY WAY RELATED (WHETHER DIRECTLY OR INDIRECTLY, CAUSALLY OR OTHERWISE) TO: (1) THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM, THE SERVICES UNDER THIS AGREEMENT BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER AND/OR ANY OTHER PERSON OR ENTITY; (2) THE NEGLIGENT ACT OR OMISSION OF CONTRACTOR, SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT; (3) THE CONDITION OF THE PREMISES ON WHICH SAID SERVICES ARE BEING PERFORMED; (4) THE SELECTION, PROVISION, USE OR FAILURE TO USE, BY ANY PERSON OR ENTITY, OF ANY POWER SOURCE, HARDWARE, SOFTWARE, TOOLS, SUPPLIES, MATERIALS, EQUIPMENT OR VEHICLES (WHETHER OWNED OR SUPPLIED BY INDEMNITEES, CONTRACTOR, OR ANY OTHER PERSON OR ENTITY) IN CONNECTION WITH SAID SERVICES; (5) THE PRESENCE ON COUNTY PROPERTY OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, INVITEES, LICENSEES, ASSIGNS OR ANY OTHER PERSON ACTING BY OR ON BEHALF OF CONTRACTOR; (6) THE SERVICES UPON OR ADJACENT TO ALL OR ANY PART OF COUNTY PROPERTY, WHETHER OR NOT CAUSED BY OR CONTRIBUTED TO BY THE PRESENCE IN OR OPERATION OF ANY FACILITY OR ANY OPERATION, STRUCTURE OR FACILITIES OF COUNTY, OR ANY OTHER PARTY, OR BY NEGLIGENCE OR ALLEGED NEGLIGENCE ON THE PART OF INDEMNITEES OR ANY OF INDEMNITEES' AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES OR LICENSEES; (7) THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT OR ANY FAILURE OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL OF THE REQUIREMENTS AND PROVISIONS; (8) OCCASSIONED THROUGH THE LOSS OF FUNDS OR RIGHTS TO RECEIVE ANY SUM OF MONEY IN ANY FORM OR MEDIUM ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT; AND (9) OCCASSIONED BY ANY CIVIL OR CRIMINAL ACTIVITY OR PENALTY UNDER STATE OR FEDERAL LAW BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT. IN ADDITION, CONTRACTOR HEREBY COVENANTS AND AGREES THAT IT WILL HOLD INDEMNITEES HARMLESS FOR ALL PERSONAL PROPERTY OF CONTRACTOR, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, AGENTS, GUESTS, CONSULTANTS, SUBCONTRACTORS, LICENSEES, SUBLICENSEES, INVITEES OR OTHER PARTY HAVING ANY PERSONAL PROPERTY ON COUNTY PREMISES IN RELATION TO THE CONTRACTOR'S USE OF THE AREA. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS SOLE COST AND EXPENSE (AT THE ELECTION OF COUNTY), AGAINST ANY CLAIM, DEMAND, ACTION OR SUIT FOR WHICH INDEMNIFICATION IS PROVIDED HEREUNDER.

APPROVAL AND ACCEPTANCE OF CONTRACTOR'S SERVICES BY COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS FOR THE ACCURACY AND COMPETENCY OF THEIR SERVICES; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY THE COUNTY FOR ANY DEFECT, ERROR OR OMISSION IN THE SERVICES PERFORMED BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS IN THIS REGARD. CONTRACTOR SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS OR OMISSIONS.

WITHOUT IN ANY WAY LIMITING OR RESTRICTING THE INDEMNIFICATION AND DEFENSE AGREEMENTS STATED ABOVE, CONTRACTOR AGREES THAT IT IS THE INTENTION OF THE PARTIES HERETO THAT CONTRACTOR, ITS CONTRACTORS AND SUBCONTRACTORS, AND THEIR INSURERS BEAR THE ENTIRE RISK OF LOSS OR INJURY TO ANY OF CONTRACTOR'S EMPLOYEES, "BORROWED SERVANTS," INDEPENDENT CONTRACTORS, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, VENDORS, MATERIALMEN, OR ANY OTHER PERSON PRESENT ON THE PROPERTY OR PERFORMING ANY OTHER ACT OR SERVICE ON CONTRACTOR'S BEHALF OR AT ITS REQUEST, WHETHER OR NOT ANY SUCH LOSS OR INJURY IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE OR FAULT OF INDEMNITEES, AND WITHOUT SEEKING ANY CONTRIBUTION THEREFOR FROM INDEMNITEES OR ITS INSURERS.

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

8. INSURANCE:

County agrees to waive Contractor's responsibility to carry insurance.

9. SUSPENSION:

Should County desire to suspend the work but not terminate the Agreement, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. Contractor shall stop all services as set forth in Section 5 (Scope of Services) of this Agreement and will cease to incur costs to County during the term of the suspension. Contractor shall resume work when notified to do so by County in a written authorization to proceed

10. TERMINATION:

Either party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or part, by giving thirty (30) days prior written notice thereof to the other party with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. County shall compensate the Contractor in accordance with the terms of this Agreement for the services performed prior to the date specified in such notice. In the event of cancellation, Contractor shall cease any and all services under this Agreement on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, Contractor shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. To the extent funds are available and reimbursement is permitted, County will reimburse Contractor for non-cancelled obligations that were incurred prior to the termination date. Upon termination of this Agreement as herein above provided, any and all unspent funds that were paid by County to Contractor under this Agreement and any and all County data, documents and information in Contractor's possession shall be returned to County within five (5) working days of the date of termination. In no event shall County's termination of this Agreement, for any reason, subject County to liability.

11. 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.

TO COUNTY:

DALLAS COUNTY
Dr. Terry Smith 2600
Lone Star Dr.
Dallas, Texas 75212

TO CONTRACTOR:

Kenneth Everett
6306 San Marino Dr.
Rowlett, Texas 75089

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 in this Agreement. 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. SOVEREIGN IMMUNITY:

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

14. COMPLIANCE WITH LAWS:

In providing services required by this Agreement, Contractor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits. Contractor will also be solely responsible for defending matters and satisfying any fines or judgments that arise in whole or part from its actions in performing services under this contract.

15. GOVERNING LAW AND VENUE:

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

16. 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.

17. THIRD PARTIES:

The obligations of each party to this Agreement shall inure solely to the benefit of the other party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

18. ASSIGNMENT:

Contractor may not assign its rights and duties under this Agreement without the prior written consent of County and approval of the District Attorney, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent shall be null and void. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

19. CONTRA PROFERENTUM:

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the party who drafted the Agreement and such party shall not be responsible for the language used.

20. ENTIRE AGREEMENT:

This Agreement, including its Attachments, Exhibits, and Addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Agreement may not be modified without prior written agreement of the parties. Each party acknowledges that the other

party, or anyone acting on behalf of the other party has made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

21. 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.

22. REMEDIES/WAIVER OF BREACH:

Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition or violation of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

23. FEDERAL FUNDED PROJECT:

If this Agreement is funded in part by either the State of Texas or the federal government, Contractor agrees to timely comply, without additional cost or expense to County, unless otherwise specified herein, with any statute, rule, regulation, grant, contract 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.

24. 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. Contractor has a duty to mitigate damages.

25. FISCAL FUNDING CLAUSE:

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. Contractor shall have no right of action against County in the event County 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 County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Contractor at the earliest possible time prior to the end of its fiscal year.

26. 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.

27. INDEPENDENT CONTRACTOR:

Contractor, including its employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services covered under this Agreement, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with

the contract requirements. There shall be no contractual relationship between any subcontractor, agent, employee or supplier of the Contractor and the County by virtue of this Agreement. This provision of this Agreement shall not be for the benefit of any other party other than the County and Contractor.

28. SUBCONTRACTING:

Contractor may not enter into agreements with subcontractors for delivery of the designated services outlined in this Agreement without prior written consent of and approval by County. The costs of all subcontracted services are included in the fees paid herein. Subcontracts, if any, entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that it will solely be responsible to County for the performance of this Agreement. Contractor shall pay all subcontractors in a timely manner. County shall have the right to prohibit Contractor from using any subcontractor.

29. ASSURANCES:

- (a) In providing services required by this Agreement, Contractor agrees to observe and comply with all grant requirements, licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. Contractor's failure to comply with this assurance shall be treated as a default and/or breach of this Agreement.
- (b) Contractor assures that it will not transfer or assign its interest in this Agreement without written consent of County. Contractor understands that in the event that all or substantially all of Contractor's assets are acquired by another entity, Contractor is still obligated to fulfill the terms and conditions of this Agreement. County approval to transfer or assign Contractor's interest in this Agreement to an entity that acquires all or substantially all of Contractor's assets is subject to formal approval by the District Attorney.
- (c) Contractor, by acceptance of the terms of this Agreement, agrees and ensures that personnel providing the services hereunder are duly licensed and/or qualified to perform the required services. Contractor further agrees and ensures that all program and/or facility licenses or permits necessary to perform the required services are current and that County will be notified immediately if such licenses or permits become invalid during the term of this Agreement.
- (d) Contractor assures that no person will, on the grounds of race, creed, color, handicap, disability, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any activity funded in whole or part under this Agreement. Contractor agrees to comply with all federal and state statutes relating to nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. SS 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.S 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. SS 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply.
- (e) Contractor agrees to adhere to confidentiality requirements, as applicable, for the services performed for County under this Agreement, and any other confidentiality provisions or laws, whether federal or state, relating to the services being providing hereunder.
- (f) Contractor assures that it will not use any information, documents, or data provided to Contractor by County for any proprietary purposes and shall not copy, sell, exchange, disclose or provide to others or use any information, documents or data reasonably related to this Agreement for its own proprietary interests.
- (g) Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- (h) Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this

Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and non-discrimination laws and regulations. When required, Contractor shall furnish County satisfactory proof of compliance therewith.

- (i) Contractor certifies that it is not aware of any conflicts of interest involving any Dallas County official or employee related to this Agreement or the services provided under this Agreement.
- (j) Contractor certifies that it is not currently involved, either directly or indirectly, with any litigation against or involving Dallas County.
- (k) Contractor will develop and implement an agency-wide drug free work place policy. Contractor will also require that all contracts between itself and subcontractors also comply with said requirements.
- (l) Contractor understands that reimbursement for costs under this Agreement shall be in accordance with all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement.
- (m) Under Section 231.006, Texas Family Code, Contractor certifies to County that Contractor is not delinquent in any child support obligations and therefore ineligible to receive payment under the terms of this Agreement. Contractor hereby acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- (n) Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits Dallas County from entering into a contract with a corporation which is delinquent in paying taxes under Chapter 171 of the Tax Code, Contractor, by executing this Agreement, hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from, or not subject to such a tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for termination of this Agreement at the sole option of the County.
- (o) Contractor certifies to County that Contractor is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- (p) Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.
- (q) Contractor shall pay all subcontractors in a timely manner. County shall have no liability to any subcontractors in the event Contractor does not pay or delays payment to any subcontractors. At termination or expiration of this Agreement, Contractor shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Agreement.
- (r) Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Contractor in default and/or breach of this Agreement and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

30. PROMPT PAYMENT ACT:

Contractor agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County 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 of the Texas Government Code.

31. TRANSITION SERVICES REQUIRED OF CONTRACTOR:

Upon notice of termination and/or expiration of this Agreement, the County shall immediately have the right to audit any and all records of Contractor relating to this Agreement. Moreover, upon the termination and/or expiration date of this Agreement, Contractor agrees to transition the services provided herein in a cooperative manner and provide anything requested from the County at no additional cost, including, but not limited to the following, upon date of termination and/or expiration: (i) All contract and services documentation, including all records, books and data reasonably related to this Agreement, maintained in accordance with Section 8 (Reporting and Accountability) of this Agreement and identified in a complete, neat and orderly manner; (ii) A good faith pledge to cooperate with County upon transition of services to another contractor or County department providing the same or similar services; (iii) Records, books and data, including

electronic data, in a format compatible with County's information technology capabilities, or in a format compatible with a succeeding contractor's information technology capabilities, as determined by County; (iv) Final accounting of all income derived from the Agreement; (v) Downloading and removal of all County information from Contractor's equipment and software; and (vi) Removal of Contractor's services without degradation or other adverse affect on County's system. This provision shall survive termination or cancellation of this Agreement.

32. SIGNATORY WARRANTY:

The person or persons signing and executing this Agreement on behalf of Contractor, or representing themselves as signing and executing this Agreement on behalf of Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all terms, conditions and provisions herein set forth. Contractor shall furnish to County a corporate resolution authorizing signatory authority, in the event Contractor is a corporation or limited liability company.

33. ACCEPTANCES:

By their signatures below, the duly authorized representatives of County and Contractor accept the terms of this Agreement in full.

EXECUTED this _____ day of _____, 2014.

DALLAS COUNTY:

CONTRACTOR:

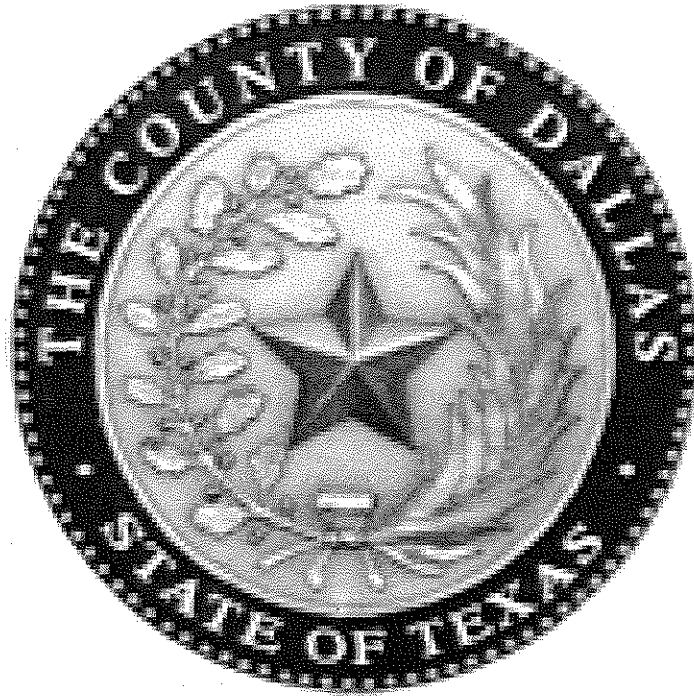
BY: Judge Cheryl L. Shannon
Chairman of the Dallas County Juvenile Boards

BY: Kenneth Everett

APPROVED AS TO FORM*:

BY: Denika Caruthers
Assistant District Attorney

*By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).



AGENDA ITEM

DD.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 27, 2014
To: Academy for Academic Excellence School Board
From: Dr. Terry S. Smith, Director
Subject: Academy for Academic Excellence Annual Financial Audit

Background of Issues

Pursuant to the Texas Education Code (TEC) § 44.008, the Academy for Academic Excellence is required to conduct an annual financial audit. This audit must meet the guidelines and requirements set by the Texas Education Agency (TEA). Thus, the Academy for Academic Excellence School Board must approve the annual audit.

The purpose of this briefing is to present the audit for the 2013 fiscal year for Charter School Board approval and authorization for the President of the Academy for Academic Excellence School Board to sign the audit on behalf of the Academy for Academic Excellence School Board for submission to TEA.

Impact on Operations and Maintenance

The Academy for Academic Excellence's fiscal year is from September 1 through August 31. According to the TEC § 44.008, the independent audit must be approved by the Board and submitted to TEA no later than 150 days after the end of the fiscal year, which was August 31, 2013. The Texas Education Agency automatically grants an additional 30 day extension of the deadline without imposing any penalties or sanctions.

KPMG was awarded the auditing contract as Dallas County's independent auditor under the Request for Proposal No. 2010-072-5146. KPMG has completed all work on the audit, and the final report is provided for your review (see attached).

The Annual Financial Report presents the financial statements for the Academy for Academic Excellence, listing overall revenue and expenditures as well as details for specific funds within the budget. The notes to the financial statements provide a more detailed explanation of the fiscal information. A portion of the Academy for Academic Excellence School Board's audit includes a section entitled, "Management's Discussion and Analysis." This section was prepared by staff and provides a summary of the Academy for Academic Excellence's finances.

Financial Highlights

Key financial highlights for fiscal year 2013 are as follows:

- In total, net assets decreased by \$1,378,962. Net assets of governmental activities decreased from \$254,477 in fiscal year 2012 to (\$1,378,962.) in fiscal year 2013.

- General revenues accounted for \$5,353,247, or 75.3% of all revenues. Program specific revenues, in the form of grants, accounted for \$1,751,792, or 24.7% of all revenues. Total revenues amounted to \$7,105,644.
- The Academy for Academic Excellence School had \$8,484,606 in expenses, representing a .34% decrease from the prior year.

It is noted that with the succession of the American Recovery & Reinvestment Act (ARRA) of 2009, the general revenue has decreased by \$ 185,840. It should also be noted that the ARRA of 2009 funding ended in FY 11. General revenue has decreased by 1,053, 760 from the prior year. Over the last three years, the general fund has fluctuated by 32%. As stated, in previous years, student enrollment remains a constant issue regarding the AAE's budget.

Management must consider revenue projections for the current school year compared to actual enrollments and expenses to date to determine how much, if any, of these net assets can be utilized. The amount of net assets available may change based on the final "settle-up" notification from Texas Education Agency (TEA).

Legal Impact

During 2008, the County adopted GASB 45 Statement to account for the Other Post Employment Benefits (OPEB). GASB 45 was designed to provide more complete, reliable, and decision-useful financial reporting regarding the costs and financial obligations that governments incur when they provide postemployment benefits other than pensions as part of the compensation for services rendered by employees. One of the most significant post employment benefits in the government industry is postemployment healthcare benefits, which generally require a significant financial commitment. Based on this, GASB Statement 45 was created, as prior to its implementation governments typically followed a "pay-as-you-go" accounting approach in which the cost of benefits was not reported until after employees retired. However, this approach is not comprehensive—only revealing a limited amount of data and failing to account for costs and obligations incurred as governments receive employee services each year for which they have promised future benefit payments in exchange. It is noted that Dallas County offers a self-insured program.

The Academy for Academic Excellence School Board is responsible for the preparation and submission of the annual audit and responding to any subsequent review by TEA, if requested.

Financial Impact/Considerations

The audit confirms that the Academy for Academic Excellence School ended the 2013 fiscal year with a budget surplus of \$254,477, which includes accounting for long-term liabilities associated with the Other Post Employees Benefits.

As indicated on note 4, Academy for Academic Excellence School employees are permanent, full-time Dallas County employees and participate in the County's pension plan. They represent about 2% of the total County's employees with five employees vested. The Other Post-Employment Benefits (OPEB) for the Charter School is estimated by calculating a proportionate share of the total County-wide OPEB. The Charter School understands that the characteristics of the pool (group) of the Charter School County employees is not the same as the group of total County employees, and calculating 2% of the total cost produced a higher proportionate share

related to the Charter School; however, we believe the effect to be immaterial as the Charter School employees are only 2% of the total County employees with only five employees vested.

KPMG estimates the total fees for the financial audit for the Academy for Academic Excellence School will be \$42,000, which aligns with the previous year. The cost of the audit will be paid from the Academy for Academic Excellence School budget. It is noted that the Academy for Academic Excellence School has no outstanding debt.

Recommendation

It is recommended that the Academy for Academic Excellence School Board accept the Academy for Academic Excellence School's annual audit for Fiscal Year 2013, conducted by the firm of KPMG and authorize the President of the Academy for Academic Excellence School Board to sign the document as presented by the auditors upon review and approval by the Dallas County Auditor's Office.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2014-023

DATE: January 27, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 27th day of January, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon Commissioner John Wiley Price Judge Gracie Lewis
County Judge Clay Jenkins Judge Craig Smith Ms. Paula Miller Where, among

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

WHEREAS, Pursuant to the Texas Education Code (TEC) § 44.008, the Academy for Academic Excellence is required to conduct an annual financial audit. This audit must meet the guidelines and requirements set by the Texas Education Agency (TEA). Thus, the Academy for Academic Excellence School Board must approve the annual audit; and

WHEREAS, The purpose of this briefing is to present the audit for the 2013 fiscal year for Academy for Academic Excellence Charter School Board approval and authorization for the President of the Academy for Academic Excellence School Board to sign the audit on behalf of the Academy for Academic Excellence School Board for submission to TEA; and

WHEREAS, The Academy for Academic Excellence's fiscal year is from September 1 through August 31. According to the TEC § 44.008, the independent audit must be approved by the Board and submitted to TEA no later than 150 days after the end of the fiscal year, which was August 31, 2013. The Texas Education Agency automatically grants an additional 30 day extension of the deadline without imposing any penalties or sanctions; and

WHEREAS, KPMG was awarded the auditing contract as Dallas County's independent auditor under the Request for Proposal No. 2010-072-5146. KPMG has completed all work on the audit, and the final report is provided for your review (see attached); and

WHEREAS, The Annual Financial Report presents the financial statements for the Academy for Academic Excellence, listing overall revenue and expenditures as well as details for specific funds within the budget. The notes to the financial statements provide a more detailed explanation of the fiscal information. A portion of the Academy for Academic Excellence School Board's audit includes a section entitled, "Management's Discussion and Analysis." This section was prepared by staff and provides a summary of the Academy for Academic Excellence's finances; and

WHEREAS, Key financial highlights for fiscal year 2013 are as follows:

- In total, net assets decreased by \$1,378,962. Net assets of governmental activities decreased from \$254,477 in fiscal year 2012 to (\$1,378,962.) in fiscal year 2013.

- General revenues accounted for \$5,353,247, or 75.3% of all revenues. Program specific revenues, in the form of grants, accounted for \$1,751,792, or 24.7% of all revenues. Total revenues amounted to \$7,105,644.
- The Academy for Academic Excellence School had \$8,484,606 in expenses, representing a .34% decrease from the prior year; and

WHEREAS, It is noted that with the succession of the American Recovery & Reinvestment Act (ARRA) of 2009, the general revenue has decreased by \$ 185,840. It should also be noted that the ARRA of 2009 funding ended in FY 11. General revenue has decreased by 1,053, 760 from the prior year. Over the last three years, the general fund has fluctuated by 32%. As stated, in previous years, student enrollment remains a constant issue regarding the AAE's budget; and

WHEREAS, Management must consider revenue projections for the current school year compared to actual enrollments and expenses to date to determine how much, if any, of these net assets can be utilized. The amount of net assets available may change based on the final "settle-up" notification from Texas Education Agency (TEA); and

WHEREAS, During 2008, the County adopted GASB 45 Statement to account for the Other Post Employment Benefits (OPEB). GASB 45 was designed to provide more complete, reliable, and decision-useful financial reporting regarding the costs and financial obligations that governments incur when they provide postemployment benefits other than pensions as part of the compensation for services rendered by employees. One of the most significant post employment benefits in the government industry is postemployment healthcare benefits, which generally require a significant financial commitment. Based on this, GASB Statement 45 was created, as prior to its implementation governments typically followed a "pay-as-you-go" accounting approach in which the cost of benefits was not reported until after employees retired. However, this approach is not comprehensive—only revealing a limited amount of data and failing to account for costs and obligations incurred as governments receive employee services each year for which they have promised future benefit payments in exchange. It is noted that Dallas County offers a self-insured program.

The Academy for Academic Excellence School Board is responsible for the preparation and submission of the annual audit and responding to any subsequent review by TEA, if requested ; and

WHEREAS, The audit confirms that the Academy for Academic Excellence School ended the 2013 fiscal year with a budget surplus of \$254,477, which includes accounting for long-term liabilities associated with the Other Post Employees Benefits; and

WHEREAS, As indicated on not[e 4, Academy for Academic Excellence School employees are permanent, full-time Dallas County employees and participate in the County's pension plan. They represent about 2% of the total County's employees with five employees vested. The Other Post-Employment Benefits (OPEB) for the Charter School is estimated by calculating a proportionate share of the total County-wide OPEB. The Charter School understands that the characteristics of the pool (group) of the Charter School County employees is not the same as the group of total County employees, and calculating 2% of the total cost produced a higher proportionate share related to the Charter School; however, we believe the effect to be immaterial as the Charter School employees are only 2% of the total County employees with only five employees vested; and

WHEREAS, KPMG estimates the total fees for the financial audit for the Academy for Academic Excellence School will be \$42,000, which aligns with the previous year. The cost of the audit will be paid from the Academy for Academic Excellence School budget. It is noted that the Academy for Academic Excellence School has no outstanding debt.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence School Board accept the Academy for Academic Excellence School's annual audit for Fiscal Year 2013, conducted by the firm of KPMG and authorize the President of the Academy for Academic Excellence School Board to sign the document as presented by the auditors upon review and approval by the Dallas County Auditor's Office.

DONE IN OPEN BOARD MEETING this 27th day of January, 2014.

The forgoing Juvenile Board Order was lawfully moved by Commissioner John Wiley Price and seconded by Judge Craig Smith, and duly adopted by the Juvenile Board on a vote of 4 for the motion and 0 opposed.

Recommended by:

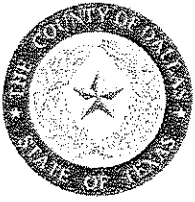
Approved by:



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



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



DALLAS COUNTY JUVENILE DEPARTMENT

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

(214) 698-2200
Dallas, Texas 75212

January 23, 2014

EXECUTIVE
MANAGEMENT TEAM

DR. TERRY S. SMITH
Executive Director
Juvenile Services
Chief Juvenile Probation Officer

JOHN A. HEATH
Assistant Executive Director

BILL EDWARDS
Deputy Director of Probation Services

DR. DANNY PIRTLE JR.
Deputy Director of Education Services

DR. JOHN PITA
Deputy Director of Clinical Services

KAREN RAMOS
Deputy Director of Administrative
Services

ERVIN L. TAYLOR
Deputy Director of Institutional
Services

DALLAS COUNTY
JUVENILE BOARD

JUDGE CHERYL LEE SHANNON
Chairman
305th District Court

COMMISSIONER JOHN WILEY PRICE
Vice Chairman
Road & Bridge, District 3

JUDGE ROBERT BURNS
Criminal District Court No. 1

COUNTY JUDGE CLAY JENKINS
Dallas County Judge

PAULA MILLER
Youth Services Advisory Board Chair
Attorney at Law

JUDGE GRACIE LEWIS
Criminal District Court No. 1

JUDGE WILLIAM MAZUR
304th District Court

JUDGE ANDREA PLUMLEE
330th Family District Court

JUDGE CRAIG SMITH
192nd Civil District Court

DENIKA CARUTHERS
District Attorney Civil Division
JUVENILE DEPARTMENT ADVISOR

KPMG LLP
717 N. Harwood Street
Suite 3100
Dallas, TX 75201

Ladies and Gentlemen:

We are providing this letter in connection with your audit of the financial statements of the governmental activities, each major fund, the aggregate remaining fund information, and the related notes to the financial statements, of the Dallas County Academy for Academic Excellence, (the Academy), as of and for the year ended August 31, 2013, for the purpose of expressing opinions as to whether these financial statements present fairly, in all material respects, the respective financial positions, of the governmental activities, each major fund and the aggregate remaining fund information, changes in financial positions, and, fund balances thereof in conformity with U.S. generally accepted accounting principles.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purposes of appropriately informing ourselves, as of January 17, 2013, the following representations made to you during your audit(s):

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated September 18, 2011 as amended by our letter dated October 8, 2013, for the preparation and fair presentation of the financial statements in accordance with U.S. generally accepted accounting principles.
2. We have made available to you:
 - a. All records, documentation, and information that is relevant to the preparation and fair presentation of the financial statements.
 - b. Additional information that you have requested from us for the purpose of the audit(s).
 - c. Unrestricted access and the full cooperation of personnel within the entity from whom you determined it necessary to obtain audit evidence.
 - d. All minutes of the meetings of the Juvenile Board or summaries of actions of recent meetings for which minutes have not yet been prepared.

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

3. Except as disclosed to you in writing, there have been no:
 - a. Communications from regulatory agencies, governmental representatives, employees, or others concerning investigations or allegations of noncompliance with laws and regulations in any jurisdiction, deficiencies in financial reporting practices, or other matters that could have a material adverse effect on the financial statements.
 - b. False statements affecting the Academy's financial statements made to the Academy's internal auditors, or other auditors who have audited entities under our control upon whose work you may be relying in connection with your audits.
4. There are no:
 - a. Violations or possible violations of laws or regulations, whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency.
 - b. Unasserted claims or assessments that our lawyers have advised us are probable of assertion and must be disclosed in accordance with paragraphs 96 – 113 of Governmental Accounting Standards Board (GASB) Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*.
 - c. Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB Statement No. 62, paragraphs 96 – 113.
 - d. Material transactions, for example, grants and other contractual arrangements, that have not been properly recorded in the accounting records underlying the financial statements.
 - e. Events that have occurred subsequent to the date of the statement of net position and through the date of this letter that would require adjustment to or disclosure in the financial statements.
5. All known actual or possible litigation and claims have been accounted for and disclosed in accordance with GASB Statement No. 62, paragraphs 96 – 113.
6. The effects of the uncorrected financial statement misstatements summarized in the accompanying schedule(s) are immaterial, both individually and in the aggregate, to the financial statements for each respective opinion unit.
7. We acknowledge our responsibility for preventing and detecting fraud, including the design and implementation of programs and controls to prevent and detect fraud; for adopting sound accounting policies; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements and to provide reasonable assurance against the possibility of misstatements that are material to the financial statements whether due to error or fraud.
8. We have disclosed to you all deficiencies in the design or operation of internal control over financial reporting of which we are aware, which could adversely affect the Academy's ability to initiate, authorize, record, process, or report financial data. We have separately disclosed to you all such deficiencies that we believe to be significant deficiencies or material weaknesses in internal control over financial reporting, as those terms are defined in AU-C Section 265, *Communicating Internal Control Related Matters Identified in an Audit*.

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9. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
10. We have no knowledge of any fraud or suspected fraud affecting the Academy involving:
 - a. Management.
 - b. Employees who have significant roles in internal control over financial reporting, or
 - c. Others where the fraud could have a material effect on the financial statements.
11. We have no knowledge of any allegations of fraud or suspected fraud affecting the Academy received in communications from employees, former employees, regulators, or others.
12. We have no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, and deferred inflows of resources.
13. We have no knowledge of any officer or member of the Juvenile Board of the Academy or any other person acting under the direction thereof, having taken any action to fraudulently influence, coerce, manipulate, or mislead you during your audit.
14. The following have been properly recorded or disclosed in the financial statements:
 - a. Related party relationships and transactions of which we are aware in accordance with the requirements of U.S. generally accepted accounting principles, including sales, purchases, loans, transfers, leasing arrangements, guarantees, ongoing contractual commitments, and amounts receivable from or payable to related parties. The term "related party" refers to government's related organizations, joint ventures, and jointly governed organizations, as defined in GASB Statement No.14, The Financial Reporting Entity, as amended; elected and appointed officials of the government; its management; members of the immediate families of elected or appointed officials of the government and its management; and other parties with which the government may deal if one party can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interest. Another party also is a related party if it can significantly influence the management or operating policies of the transacting parties or if it has an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.
 - b. Guarantees, whether written or oral, under which the Academy is contingently liable.
 - c. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances and lines of credit or similar arrangements.
 - d. Agreements to repurchase assets previously sold, including sales with recourse.
 - e. Changes in accounting principle affecting consistency.
 - f. The existence of and transactions with joint ventures and other related organizations.

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15. The Academy has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.
16. The Academy has complied with all aspects of laws, regulations, contractual agreements, and grants that may affect the financial statements, including noncompliance.
17. Management is responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to the Academy. Management has identified and disclosed to you all laws, regulations, and provisions of contracts and grant agreements that have a direct and material effect on the determination of financial statement amounts.
18. The financial statements properly classify all funds and activities, including governmental funds, which are presented in accordance with the fund type definitions in GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.
19. All funds that meet the quantitative criteria in GASB Statement No. 34, *Basic Financial Statements— and Management's Discussion and Analysis—for State and Local Governments*, for presentation as major are identified and presented as such, and all other funds that are presented as major are considered to be particularly important to financial statement users by management.
20. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
21. Receivables reported in the financial statements represent valid claims against debtors arising on or before the date of the statement of net position and have been appropriately reduced to their estimated net realizable value.
22. Deposits and investment securities are properly classified and reported.
23. We believe that all material expenditures or expenses that have been deferred to future periods will be recoverable.
24. Capital assets, are properly capitalized, reported and, if applicable, depreciated.
25. The Academy has no:
 - a. Commitments for the purchase or sale of services or assets at prices involving material probable loss.
 - b. Material amounts of obsolete, damaged, or unusable items included in the inventories at greater than salvage values.
26. We believe that the actuarial assumptions and methods used to measure financial statement liabilities and costs associated with pension and other post-employment benefits and to determine information related to the Academy's funding progress related to such benefits for financial reporting purposes are appropriate in the Academy's circumstances and that the related actuarial valuation was prepared in conformity with U.S. generally accepted accounting principles.
27. The Academy has identified and properly accounted for and presented all deferred outflows of resources and deferred inflows of resources.

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28. Components of net position (net investment in capital assets; restricted; and unrestricted) and fund balance components (nonspendable; restricted; committed; assigned; and unassigned) are properly classified and, if applicable, approved.
29. Revenues are appropriately classified in the statement of activities within program revenues or general revenues.
30. The Academy has identified and properly accounted for all non-exchange transactions.
31. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
32. We have disclosed to you all accounting policies and practices we have adopted that, if applied to significant items or transactions, would not be in accordance with U.S. generally accepted accounting principles. We have evaluated the impact of the application of each such policy and practice, both individually and in the aggregate, on the Academy's current period financial statements and our assessment of internal control over financial reporting, and the expected impact of each such policy and practice on future periods' financial reporting. We believe the effect of these policies and practices on the financial statements and our assessment of internal control over financial reporting is not material. Furthermore, we do not believe the impact of the application of these policies and practices will be material to the financial statements in future periods.
33. We acknowledge our responsibility for the presentation of the supplementary information, which includes the combining non-major fund financial statements and the required Texas Education Agency Schedules in accordance with the applicable criteria and/or prescribed guidelines and:
 - a. Believe the supplementary information, including its form and content, is fairly presented in accordance with the applicable criteria and/or prescribed guidelines.
 - b. The methods of measurement or presentation of the supplementary information have not changed from those used in the prior period.
 - c. The significant assumptions or interpretations underlying the measurement or presentation of the supplementary information are reasonable and appropriate in the circumstances.
34. We acknowledge our responsibility for the presentation of the required supplementary information which includes management's discussion and analysis and budgetary comparison schedules for the General Fund and ESEA, Title 1, Part A and Part D Fund, in accordance with the applicable criteria and prescribed guidelines established by the *Governmental Accounting Standards Board* and:
 - a. Believe the required supplementary information, including its form and content, is fairly presented in accordance with the applicable criteria and prescribed guidelines.
 - b. The methods of measurement or presentation of the required supplementary information have not changed from those used in the prior period.
 - c. The significant assumptions or interpretations underlying the measurement or presentation of the required supplementary information are reasonable and appropriate in the circumstances.
35. The Academy has complied with all applicable laws and regulations in adopting, approving, and amending budgets.

36. In accordance with *Government Auditing Standards*, we have identified to you all previous audits, attestation engagements, and other studies that relate to the objectives of this audit, including whether related recommendations have been implemented.
37. The Academy is not subject to the requirements of OMB Circular A-133 as any funds received and expended through the federal and state agencies are reported in the Dallas County Schedule of Expenditures of Federal and State Awards.

Further, we confirm that we are responsible for the fair presentation in the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Academy, and the related notes to the financial statements, in conformity with U.S. generally accepted accounting principles. We are also responsible for establishing and maintaining effective internal control over financial reporting.

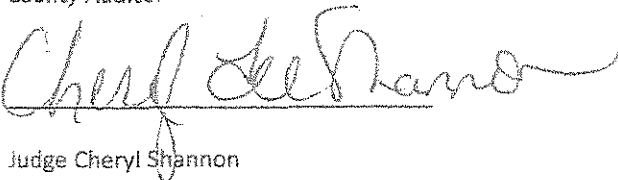
Very truly yours,

Dallas County Academy of Academic Excellence



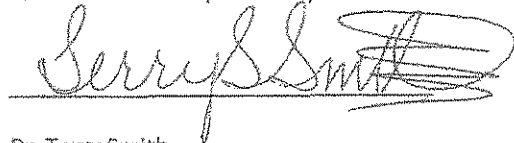
Virginia Porter

County Auditor



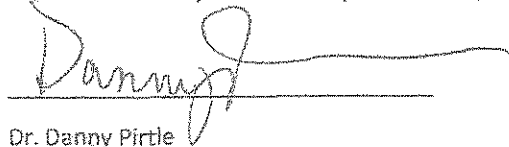
Judge Cheryl Shannon

Chair-Dallas County Academy for Academic Excellence



Dr. Terry Smith

Executive Director, Dallas County Juvenile Department



Dr. Danny Pirtle

Deputy Director of Educational Services, Dallas County Juvenile Department

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Opinion Unit: Non-major governmental funds
 Amounts in: Currency unit
 Method Used to Quantify Audit Mistatements: DoB

| ID | Description of mistatement | Type of mistatement | Accounts | Debit | (Credit) | Income Statement Effect - Public Health | | Balance Sheet Effect - Public Health | | | | |
|-----|--|---------------------|--|------------------|--------------------|---|--|--------------------------------------|----------------|-------------------|---------------------|------------------------|
| | | | | | | Income effect of correcting the balance sheet in prior period (carry-forward from prior period) | Income effect according to Current Income Statement Accounts | Pond Balance | Current Assets | Noncurrent Assets | Current Liabilities | Noncurrent Liabilities |
| AM1 | During our non-payroll expenditures testwork in the non-major governmental funds, we discovered two invoices for a total amount of \$7,665 that represented costs incurred prior to the respective grant start date. | Factual | Guidance, counseling, and evaluation services (non-payroll) Federal Program (non-payroll) | \$ - \$ 7,665 | (\$ 7,665) \$ - | \$ - \$ - | \$ 7,665 (\$ 7,665) | \$ - \$ - | \$ - \$ - | \$ - \$ - | \$ - \$ - | \$ - \$ - |
| AM2 | We found non-major governmental funds expenditures that included errors in the classification of expenditures by program functional costs | Factual | Guidance, counseling, and evaluation services (non-payroll) Instruction (non-payroll) | \$ 999 \$ 238 | (\$ 1,237) \$ - | \$ - \$ - | \$ 999 \$ 238 | \$ - \$ - | \$ - \$ - | \$ - \$ - | \$ - \$ - | \$ - \$ - |
| | | | Aggregate effect of uncorrected audit mistatements: | \$ - | \$ (1,237) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | Financial statement amounts (per final financial statements): | \$ - | \$ - | \$ - | \$ 118,308 | \$ 70,856 | \$ - | \$ 70,856 | \$ - | \$ 70,856 |
| | | | Uncorrected audit mistatements as a percentage of financial statement amounts: | | | | 0.00% | | | | | |